



## ANKENY CITY COUNCIL

**Regular Meeting**  
**Monday, February 17, 2025**  
**5:30 PM**

**Ankeny Kirkendall Public Library - City Council Chambers**  
**1250 SW District Drive, Ankeny, Iowa**

Bobbi Bentz, Mayor

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

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

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

### ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=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: Bobbi Bentz, Mayor

Roll Call: Michelle Yuska, City Clerk

Pledge of Allegiance: Bobbi Bentz, Mayor

### **CEREMONY:**

#### **A. PUBLIC FORUM:**

#### **B. APPROVAL OF AGENDA:**

1. Approval of the February 17, 2025 Agenda

**Consider motion to approve and accept the February 17, 2025 agenda, with or without amendment.**

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



1. PH 2025-06 Proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan

**Consider motion to close Public Hearing 2025-06.**

**Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.**

**Consider motion to adopt RESOLUTION determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan.**

**Consider motion to accept first consideration of ORDINANCE 2192, an Ordinance amending Ordinance No. 1682 providing that general property taxes levied and collected each year on all taxable property located within the amended Northeast Ankeny Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa, by and for the benefit of the State of Iowa, City of Ankeny, County of Polk, Ankeny Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the amended Northeast Ankeny Urban Renewal Area (Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan).**

2. PH 2025-07 Proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan

**Consider motion to close Public Hearing 2025-07.**

**Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.**

**Consider motion to adopt RESOLUTION determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.**

3. PH 2025-08 Proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan

**Consider motion to close Public Hearing 2025-08.**

**Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.**

**Consider motion to adopt RESOLUTION determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan.**

4. PH 2025-09 Proposed SW Walnut Street and SW Ordinance Road Water Main

**Consider motion to close Public Hearing 2025-09.**

**Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost \$1,145,200.00; 2) receive and file report of bids received February 11, 2025; 3) RESOLUTION making award of construction contract with On Track Construction, LLC in the amount of \$1,144,144.00; and 4) RESOLUTION approving contract and bonds with On Track Construction, LLC in the amount of \$1,144,144.00.**

**D. REPORTS OF ADVISORY BOARDS AND COMMISSION:**

**E. APPROVAL OF CONSENT AGENDA:**

• **MINUTES**

**CA - 1.** Approval of official council actions of the regular meeting of February 3, 2025 as published, subject to correction, as recommended by the City Clerk.

**CA - 2.** Receive and file minutes of the Plan and Zoning Commission meeting of January 22, 2025.

**CA - 3.** Receive and file minutes of the Zoning Board of Adjustment meeting of December 17, 2024.

• **LICENSES AND PERMITS**

**CA - 4.** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

• **FINANCE/BUDGET**

**CA - 5.** Consider motion to receive and file Financial Reports for January 2025.

**CA - 6.** Consider motion to receive and file Building Permit Report for January 2025.

**CA - 7.** Consider motion to receive and file the Utility Billing Report for January 2025.

**CA - 8.** Consider motion to approve Change Order #1 increasing the contract amount \$325.61 to Eick & Day Construction for construction services on the Otter Creek Clubhouse Renovations project.

**CA - 9.** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$22,500.00 with Foth Infrastructure and Environment, LLC for additional construction services on the North Four Mile Trunk Sewer - Phase 2 project.

**CA - 10.** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$313,415.00 with HR Green, Inc. for final design, utility coordination, and construction services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

**CA - 11.** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$236,000.00 with McClure for construction services on the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project.

- CA - 12.** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$28,000.00 with Strand Associates, Inc. for additional construction services on the NE 36th Street and NE 38th Street Water Main Loop project.
- CA - 13.** Consider motion to approve Payment #2 in the amount of \$11,583.45 to Alpha Landscapes, LLC, for construction services on the 2024 City-Wide Permanent Surface Restoration project.
- CA - 14.** Consider motion to approve Payment #4 in the amount of \$21,547.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.
- CA - 15.** Consider motion to approve Payment #6 in the amount of \$746,512.04 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.
- CA - 16.** Consider motion to approve Payment #11 in the amount of \$9,662.58 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
- CA - 17.** Consider motion to approve Payment #2 in the amount of \$64,281.90 to Eick & Day Construction for construction services on the Otter Creek Clubhouse Renovations project.
- CA - 18.** Consider motion to approve Payment #7 in the amount of \$62,112.50 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.
- CA - 19.** Consider motion to approve Payment #26 in the amount of \$21,030.85 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 20.** Consider motion to approve Payment #6 in the amount of \$6,374.50 to Heartland Underground Solutions (Kline Electric, Inc.) for construction of the SE Corporate Woods Drive & SW Crosswinds Drive Traffic Signal.
- CA - 21.** Consider motion to approve Payment #5 in the amount of \$3,832.50 to JEO Consulting Group, Inc., for engineering services on the SW Magazine Road & SW Cherry Street Concept Study.
- CA - 22.** Consider motion to approve Payment #16 in the amount of \$2,231.50 to JEO Consulting Group, Inc. for engineering services on the Transportation Master Plan.
- CA - 23.** Consider motion to approve Payment #22 in the amount of \$4,417.30 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.
- CA - 24.** Consider motion to approve the February 17, 2025 Accounts Payable.
- CA - 25.** Consider motion to adopt **RESOLUTION** authorizing the purchase of traffic signal vehicle detection systems for SE Oralabor Road Traffic Signal Upgrades.
- CA - 26.** Consider motion to adopt **RESOLUTION** authorizing the purchase of lighting fixtures for Uptown Lighting Fixture Upgrades.

- **COMMUNITY DEVELOPMENT ITEMS**

- CA - 27.** Consider motion to adopt **RESOLUTION** accepting the final plat, letter of credit for erosion control, performance and maintenance bonds for public improvements, platted easements, warranty deed for streets, parkland dedication agreement, and sewer connection fee, for Canyon Landing Plat 5.
- CA - 28.** 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 Canyon Landing Plat 5.
- CA - 29.** Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for construction of street paving in Canyon Landing Plat 5.
- CA - 30.** Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for construction of subgrade in Canyon Landing Plat 5.
- CA - 31.** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, and a Public Ingress and Egress Easement, located at 2295 SW State Street, and associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4.
- CA - 32.** Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement between the City of Ankeny, Iowa and DRA Properties, LC regarding traffic improvement items identified in the November 14, 2024 Traffic Study associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4.
- CA - 33.** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located at 825 NW 36th Street, and associated with the development of Lot 1, Prairie Ridge Church Plat 1.
- CA - 34.** Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement between the City of Ankeny, Iowa and Prairie Ridge Church, Iowa, regarding traffic improvement items identified in the November 5, 2024 Traffic Study associated with the development of Lot 1, Prairie Ridge Church Plat 1.
- CA - 35.** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed for additional SE 90th Street right of way, subdivision bonds for seeding and erosion control, and platted and offsite easements for I-80 Commerce Center Plat 1 Final Plat.
- CA - 36.** 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 the I-80 Commerce Center Plat 1.
- CA - 37.** Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Public Utility & Drainage Easement located on Outlot X, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)
- CA - 38.** Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate an Easement to Construct & Maintain Ditch & Dike located on Lot 1 and Lot A, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)
- CA - 39.** Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Sloping & Grading Easement located on Lot 1, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

- CA - 40.** Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Sanitary Sewer Easement located on Lot 1 and Outlot X, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

• **ENGINEERING ITEMS**

- CA - 41.** Consider motion to adopt **RESOLUTION** accepting the maintenance bond for water main and sanitary sewer in Ankeny Regional Airport North Property Line Box Hangars.
- CA - 42.** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent beautification easement, and temporary construction easement for the N Ankeny Boulevard - 1st Street to 11th Street Improvements project in Ankeny, Iowa. (Hurd Nevada, LLC)
- CA - 43.** Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-aid Agreement for a Surface Transportation Block Grant (STBG) Program funding between the Iowa Department of Transportation (Iowa DOT) and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.
- CA - 44.** Consider motion to adopt a **RESOLUTION** authorizing the execution of an Iowa Department of Transportation (Iowa DOT) Agreement for Traffic Safety Improvement Program (TSIP) Funding between the Iowa DOT and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.
- CA - 45.** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in VIntage Business Park at Prairie Trail Plat 10.
- CA - 46.** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Heritage Commercial at Prairie Trail Plat 1.
- CA - 47.** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Heritage Commercial at Prairie Trail Plat 1.
- CA - 48.** Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Heritage Commercial at Prairie Trail Plat 1.
- CA - 49.** Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement with Deer Creek Estates LLC.

• **CAPITAL IMPROVEMENT PROJECTS**

- CA - 50. NE 36th Street and NE 38th Street Water Main Loop Project:** Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$51,517.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Granite Excavating, LLC in the amount of \$1,180,184.50; and d) Final Payment #3 in the amount of \$196,504.18; Retainage Payment in the amount of \$59,009.22.
- CA - 51.** Consider motion to approve the Professional Services Agreement with AECOM Technical Services, Inc. for the traffic and concept study for the Interstate 35 and NE 36th Street Interchange Improvements in an amount not to exceed \$168,700.00.
- CA - 52.** Consider motion to adopt **RESOLUTION** ordering construction on the 2025 PCC Pavement Preservation Program - Crack and Joint Filling project and fixing a date for

hearing thereon and taking of bids therefor. (date of bid opening: 03/11/25 @ 10:30 A.M. / date of public hearing: 03/17/25 @ 5:30 P.M.)

- CA - 53.** Consider motion to approve the Professional Services Agreement with Olsson, Inc. for the traffic and concept study for the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements in an amount not to exceed \$238,434.00.

• **ADMINISTRATIVE ITEMS**

- CA - 54.** Consider motion to adopt **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and Taylored Expressions, Inc. (date of hrg: 3/3/25 @ 5:30 p.m.)
- CA - 55.** Consider motion to adopt **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and Edged Des Moines LLC (date of hrg: 3/3/25 @ 5:30 p.m.)
- CA - 56.** Consider motion to adopt **RESOLUTION** authorizing the execution of the First Amended 28E Agreement with Ankeny Community School District pertaining to the School Resource Officer Program.
- CA - 57.** Consider motion to authorize the Ankeny Police Department to submit an application for funding through the Iowa Governor's Traffic Safety Bureau (GTSB) Grant Reimbursement Program for enforcement overtime and equipment.
- CA - 58.** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to approve the applications for the purpose of receiving Community Betterment Grant awards and Youth Sports and Recreational Grant awards from Prairie Meadows.
- CA - 59.** Consider motion to adopt **RESOLUTION** supporting the amendment to the Intergovernmental Agreement for the promotion of Tourism and Convention Activities in the Greater Des Moines Area.
- CA - 60.** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to submit an application for grant funding from the Iowa Department of Natural Resources in the amount of \$9,918.96 through the Community Forestry Program.
- CA - 61.** Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$19,250,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP-1)), and providing for publication of notice thereof (date of hrg: 3/3/25).
- CA - 62.** Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$750,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof (date of hrg: 3/3/25).
- CA - 63.** Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$1,000,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes (ECP/UR-3)), and providing for publication of notice thereof (date of hrg: 3/3/25).
- CA - 64.** Consider motion to approve the Agreement with GolfNow, LLC for online tee time distribution, point-of-sale, marketing and website services for Otter Creek Golf Course and authorize the Mayor to sign said agreement.

**CA - 65.** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to approve the application for the purpose of receiving Community Betterment Grant awards from Polk County.

• **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-65.

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-65.

**F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS:**

**G. RECESS - BOBBI BENTZ, MAYOR**

**H. LEGISLATIVE BUSINESS:**

• **APPROVAL OF ORDINANCES:**

**66.** Ord 2191            An Ordinance vacating a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BL 16951 PG 86 Credit Union Plaza.

Consider motion to accept third consideration of **ORDINANCE 2191**, sending it on its final passage and publication as required by law.

Consider motion to adopt **RESOLUTION** authorizing the sale of property vacated by the City of Ankeny, Iowa, to Veridian Credit Union.

**I. OLD BUSINESS:**

**J. NEW BUSINESS:**

**K. ADMINISTRATIVE BUSINESS:**

• **REPORT OF THE CITY STAFF:**

City Manager

• **REPORT OF THE GOVERNING BODY:**

Mayor

City Council Members:  
Council Member Graber  
Council Member Perry  
Council Member Ruddy  
Council Member Shafer  
Council Member Stearns

• **FUTURE COUNCIL AGENDA ITEMS:**

- Council Action Planning Session - 2/24/25 @ 5:30 p.m.
- Public Hearings - vacating easements - Haws Plat 1 - 3/3/25 @ 5:30 p.m.
- Public Hearing - Development Agmt - Taylored Expressions, Inc. - 3/3/25 @ 5:30 p.m.
- Public Hearing - Development Agmt - Edged Des Moines LLC - 3/3/25 @ 5:30 p.m.
- Public Hearing - \$19,250,000 GO Bonds - 3/3/25 @ 5:30 p.m.

- Public Hearing - \$1,000,000 GO Bonds - 3/3/25 @ 5:30 p.m.
- Public Hearing - \$750,000 GO Bonds - 3/3/25 @ 5:30 p.m.
- Public Hearing - 2025 PCC Pavement Preservation Program - Crack & Joint Filling - 3/17/25 @ 5:30 p.m.

**L. ADJOURNMENT**





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of the February 17, 2025 Agenda

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to approve and accept the February 17, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-06      Proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan

ORIGINATING DEPARTMENT  
Economic Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED

Public Hearing  
Resolution  
Ordinance – 1st Reading

LEGAL

Item has been reviewed by legal counsel

EXECUTIVE SUMMARY

Proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan, which was last amended in 2021, includes the following updates:

- The addition of design and completion of improvements to Interstate 35 and NE 36th Street interchange
- The addition of design and completion of NE 18th Street bridge over Interstate 35
- The addition of design and completion of NE Spectrum Drive RCB culvert for Otter Creek

The amendment adds right-of-way along NE Delaware Ave and NE 18th Street, including proposed overpass, as well as seven parcels located at the southwest corner of N. Ankeny Blvd. and NE 36th Street.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve the updates to the plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 2010 and the plan was amended and restated in 2021 to include projects and right-of-way.

FISCAL IMPACT

There is no fiscal impact with the adoption of this plan. Projects included in this plan are approved separately by the City Council.

## PUBLIC OUTREACH EFFORTS

A consultation meeting with all affected taxing entities was held on January 28, 2025. No one attended the meeting and no written comments were received. A report from that meeting is attached.

## ACTION REQUESTED

Consider motion to close Public Hearing 2025-06.

Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.

Consider motion to adopt **RESOLUTION** determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan.

Consider motion to accept first consideration of **ORDINANCE 2192**, an Ordinance amending Ordinance No. 1682 providing that general property taxes levied and collected each year on all taxable property located within the amended Northeast Ankeny Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa, by and for the benefit of the State of Iowa, City of Ankeny, County of Polk, Ankeny Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the amended Northeast Ankeny Urban Renewal Area (Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan).

## ATTACHMENTS

1. PH Coversheet
2. Amend No. 1 to A&R Northeast Ankeny URP - FINAL-revised
3. Amendment No. 1 Northeast Ankeny URA Consult Notes
4. Amend No. 1 to A&R NE Ankeny URP - Authorizing Resolution FINAL
5. Amend No. 1 to A&R NE Ankeny URP - Ordinance



**PUBLIC HEARING 2025-06**

**5:30 P.M.**

**FEBRUARY 17, 2025**

**PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED NORTHEAST  
ANKENY URBAN RENEWAL PLAN**

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**Mayor:**

This is the time and place for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan. Notice of this hearing was published in the Des Moines Register on the 7<sup>th</sup> day of February, 2025.

**Mayor:**

“Has any written correspondence been received regarding this Amendment No. 1 to the Amended and Restated Plan?”

**City Clerk:**

None in the clerk’s office.

**Mayor:**

I would like to request from Derek Lord, Economic Development Director, acting as the designated representative for the City of Ankeny with respect to the consultation meeting held with the affected taxing entities to discuss the proposed Amendment No. 1 to the Amended and Restated Plan. A consultation meeting was held on January 28 @ 10:30 a.m., in the City Hall.

After Report:

**Mayor:**

“Because this is a Public Hearing those wishing to be heard for or against this item, 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, Mayor states: “We need to take the following action”:**

- ☐ Consider **MOTION** to close Public Hearing 2025-06.
- ☐ Consider **MOTION** to receive and file the report from the consultation meeting held on January 28, 2025.
- ☐ Consider **MOTION** to adopt **RESOLUTION** determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan.

- Consider **MOTION** to accept first consideration of Ordinance 2192, and Ordinance amending Ordinance No. 1682 providing that general property taxes levied and collected each year on all taxable property located within the amended Northeast Ankeny Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa, by and for the benefit of the State of Iowa, City of Ankeny, County of Polk, Ankeny Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the amended Northeast Ankeny Urban Renewal Area (Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan).

**AMENDMENT NO. 1**

**to the**

**AMENDED AND RESTATED  
NORTHEAST ANKENY  
URBAN RENEWAL PLAN**

**for the**

**NORTHEAST ANKENY  
URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**Original Plan – October 2010  
Amended and Restated Plan – October 2021  
Amendment No. 1 to the Amended and Restated Plan – February 2025**

**AMENDMENT NO. 1  
TO THE  
AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN  
FOR THE  
NORTHEAST ANKENY URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**INTRODUCTION**

The City of Ankeny, Iowa (the “City”) adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area (the “Urban Renewal Area” or “Area”) on October 18, 2010. In 2021, the City adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan (“Amendment No. 1” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Amended and Restated Northeast Ankeny Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

**DESCRIPTION OF AREA**

The property included in the Urban Renewal Area includes the area included in the original Northeast Ankeny Urban Renewal Plan (the “Original Urban Renewal Subarea”), the land added to the Urban Renewal Area by the Amended and Restated Plan (the “Amended and Restated Plan Subarea”), and the property added to the Urban Renewal Area by this Amendment No. 1 (the “Amendment No. 1 Subarea”). The Subareas make up the total Urban Renewal Area.

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 1 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

**BASE VALUE**

Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance. If the Amendment No. 1 Subarea, or a portion thereof, is placed in a Tax Increment Financing (TIF) ordinance prior to December 1, 2025, the taxable valuation of the property added to the TIF ordinance as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Amendment No. 1 Subarea added to the TIF ordinance. If a TIF ordinance for the Amendment No. 1 Subarea is not adopted until a later date, the frozen “base value” will be the assessed value of the taxable

property within that area added to the TIF ordinance as of January 1 of the calendar year preceding the effective date of the TIF ordinance incorporating the Amendment No. 1 Subarea.

### **AREA DESIGNATION**

The Area was originally designated as appropriate for the promotion of commercial and industrial economic development – commercial and industrial. The Area, as amended, continues to be appropriate for the promotion of commercial and industrial economic development.

### **DEVELOPMENT PLAN/ZONING**

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

This Amended and Restated Plan, as amended, does not in any way replace or modify the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in Plan, as previously amended.

### **ELIGIBLE URBAN RENEWAL PROJECTS** **(Amendment No. 1)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

#### **1. Public Improvements:**

| <b>Project</b>                                                                               | <b>Estimated Project Date</b> | <b>Estimated Cost</b>     | <b>Rationale</b>                                                                                                                       |
|----------------------------------------------------------------------------------------------|-------------------------------|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Design and complete improvements to Interstate 35 and NE 36 <sup>th</sup> Street Interchange | 2025-2028                     | \$4,500,000 - \$9,000,000 | Improve flow of traffic to reduce safety issues and improve access to commercial businesses and facilitate new commercial development. |
| Design and complete                                                                          | 2025-2029                     | \$17,200,000 -            | Improve access to                                                                                                                      |



|                                                                                   |           |                             |                                                                                    |
|-----------------------------------------------------------------------------------|-----------|-----------------------------|------------------------------------------------------------------------------------|
| NE 18 <sup>th</sup> Street Bridge over Interstate 35                              |           | \$34,400,000                | commercial businesses and facilitate new commercial development.                   |
| Design and complete construction of NE Spectrum Drive RCB Culvert for Otter Creek | 2025-2029 | \$1,450,000 - \$2,900,000   | Improve access to commercial businesses and facilitate new commercial development. |
| TOTAL                                                                             |           | \$23,150,000 - \$46,300,000 |                                                                                    |

**2. Future Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$20,000,000-\$30,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:**

| Project                                                                                                                                                                                           | Estimated Date                          | Estimated Cost to be funded by TIF Funds |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises | Not to Exceed \$500,000                  |

#### **FINANCIAL DATA**

|    |                                              |               |
|----|----------------------------------------------|---------------|
| 1. | Current constitutional debt limit:           | \$529,988,952 |
| 2. | Current outstanding general obligation debt: | \$106,769,910 |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                 |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 1) as described above to be funded by TIF Funds will be approximately as stated in the next column: | \$43,650,000 - \$76,800,000 for future projects.<br><br>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area. |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **CONSENT TO INCLUDE AGRICULTURAL LAND**

Because the Amendment No. 1 Subarea contains land that is defined as "agricultural land" by Iowa Code Section 403.17(3), the City must have consent from the owner(s) of the agricultural land to include the "agricultural land" property in the Urban Renewal Area pursuant to this Amendment. The City has received consent of the owner(s) of the agricultural land to include their property within the Amendment No. 1 Subarea. A copy of the agreement is attached hereto, as Exhibit C. The original signed agreement(s) is/are on file at the City Clerk's office.

### **REPEALER AND SEVERABILITY**

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

### **EFFECTIVE PERIOD**

This Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Urban Renewal Plan or any prior amendment, resolution, or document, this Amendment No. 1 shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, shall continue with respect to the Area for the maximum period allowed by law.

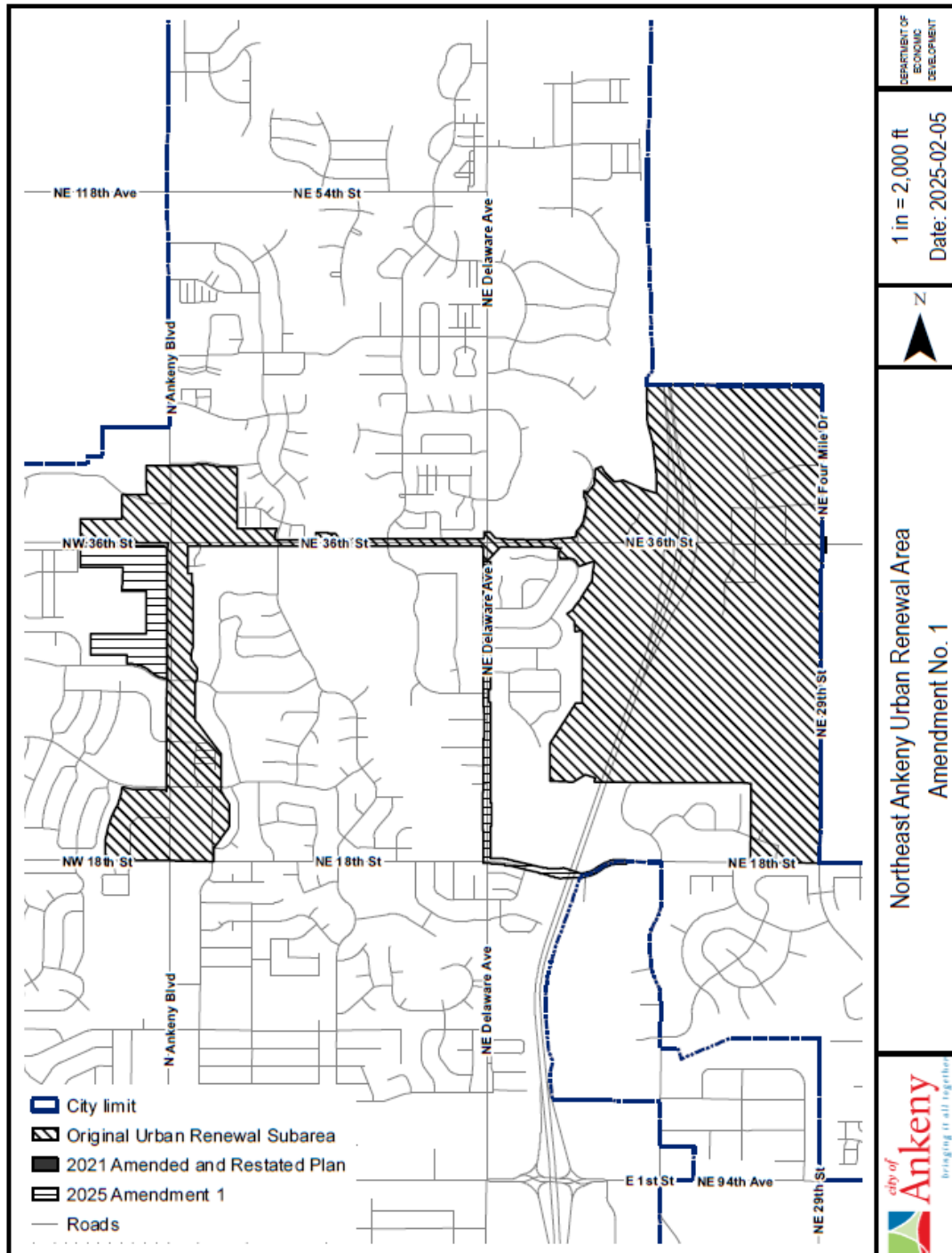
**EXHIBIT A**  
**LEGAL DESCRIPTION OF AMENDMENT NO. 1 SUBAREA (2025)**

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St;

AND

LOT 1, AND OUTLOT "Y", OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36<sup>TH</sup> STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

# **EXHIBIT B** **MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF** **AMENDMENT NO. 1, SHOWING SUBAREAS**



**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN**  
**THE NORTHEAST ANKENY URBAN RENEWAL AREA**

WHEREAS, the City of Ankeny, Iowa, (the "City") has proposed to amend the Amended and Restated Northeast Ankeny Urban Renewal Plan ("Plan") for the Northeast Ankeny Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will be amended to include certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

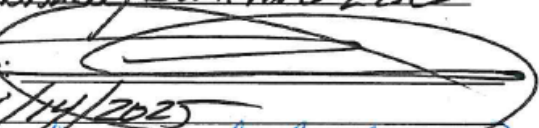
1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City may include such property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City to pass any resolution or ordinance necessary to designate the property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 14<sup>th</sup> day of January, 2025.

Agricultural Land Owner's Name:

North Ankeny Boulevard LLC

Signature: 

Date: 1/14/2025

Witness: Terry L. Carlson

1/14/2025

Agricultural Land Co-Owner's Name  
(if applicable):

\_\_\_\_\_

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

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

Witness: \_\_\_\_\_

**Derek Lord**

Economic Development Director  
(p) 515.965.6430  
dlord@ankenyiowa.gov

**MEMORANDUM**

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**TO:** Honorable Mayor and City Council  
**DATE:** February 3, 2025  
**RE:** *Amendment No. 1 to the Amended and Restated Northeast Ankeny  
Urban Renewal Plan – Consultation Meeting*

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City staff held a consultation meeting on Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan at 10:30 AM on January 28, 2025 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District and Polk County.

No representatives from the Ankeny Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 2010-287, adopted October 18, 2010, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which plan was subsequently amended and restated on October 4, 2021 when the City adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the "Amended and Restated Plan" or "Plan"), and which Plan, as amended, is on file in the office of the Polk County Recorder; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL URBAN RENEWAL SUBAREA

Commencing at the southwest corner of section 12, township 80 north, range 24 west of the 5th P.M.; thence east along the center line of NE 18th Street right-of-way a distance of 736.32 feet; thence northerly along the east line of Northpointe Village Center Plat 1 a distance of 227.23 feet; thence north easterly along said plat line a distance of 417.10 feet; thence northerly along said plat line 386.94 feet; thence north westerly along said plat line a distance of 249.85 feet; thence northerly along said plat line to the most north eastern point of Northpointe Village Center Plat 1 a distance of 93.9 feet; thence north along the east line of Northpointe Professional Park Plat 1 and Northpointe Village Center Plat 2 a distance of 524.18 feet; thence north westerly along said plat line a distance of 700.27 feet; thence northerly along said plat line to the most north eastern point of Northpointe Professional Park Plat 1 a distance of 303.56 feet; thence continuing northerly along the east lot line of Lot 3, Briarwood Plat 17 to the southern right-of-way line of NE 28th Street; thence continuing northeasterly to the north right-of-way line of said street and the southeast corner of Lot 1, Briarwood Plat 21, a distance of 60 feet; thence northerly following the east line of said Plat 21 a distance of 160.43 feet; thence northerly 31.60 feet; continuing northwesterly along said plat line 163.63 feet; thence northerly 100 feet; continuing northeasterly along said plat line 101.31 feet; thence northerly a distance of 232.83 feet; thence continuing north 367.27 ft., 144.78 ft., 32.8 ft., 239.5 ft., 62.04 ft., and 138.35 ft. to the south line of Outlot X, Briarwood Plat 14; thence west 64.01 feet to the southwest corner of Briarwood

Plat 14; thence north to the southern right of way line of NE 36th Street a distance of 451 feet; thence east along said right-of-way line to the western right-of-way line of NE Delaware Avenue a distance of 4835.22 feet; thence along the 50 foot radial curve of said right-of-way 78.49 feet southeasterly; thence 200 feet south; thence 50 feet east to the centerline of NE Delaware Avenue; thence northeasterly along the intersection right-of-way line 327.86 feet to the southern right-of-way line of NE 36th Street; thence easterly along said right-of-way to the eastern right-of-way line of NE Milan Avenue approximately 1000 feet; thence following the 25 foot radial curve of said right-of-way 41.33 feet southwesterly; thence 116.73 feet south along the western property line of Lot 1 Briar Creek Plat 1; thence following the 25 foot radial curve of the northern right-of-way line of NE 31st Street southeasterly; thence following the said right-of-way southeasterly 354.48 feet; thence following the southern property line of Lot 1 Briar Creek Plat 1 northeasterly 275.23 feet to the western property line of Lot 1 Albaugh Golf and Commercial; thence following said western property line to the southwestern most point 4643.77 feet; thence following said property line easterly 389.45 feet; thence northeasterly 235 feet; thence southeasterly 166.97 feet; thence southwesterly 80 feet; thence easterly 315 feet to the eastern right of way line of I-35; thence continuing easterly 2300 feet; thence southerly 1321.4 to the south line of section 7, township 80 north, range 23 west; thence easterly along said section line 1150 feet to the southeast corner of said section; thence north along the eastern line of said section to the southeast corner of section 6, township 80 north, range 23 west; thence continuing north along the eastern line of said section to the northeast corner of the southeast  $\frac{1}{4}$  of said section 6; thence westerly to the northwest corner of the southeast  $\frac{1}{4}$  of said section 6; thence continuing westerly 278 feet to the western I-35 right-of-way line; thence southerly 1825 feet to the northeast corner of Outlot Z, Otter Creek Redevelopment Plat 1; thence westerly 751 feet along the northern property line to the northwest corner of said Outlot; thence north westerly 195 feet to a northeast corner of Outlot Y, Otter Creek Redevelopment Plat 1; thence northwesterly 142.22 feet; thence southwesterly 115.34 feet; thence southerly 253.67 feet; thence southwesterly 192 feet; thence northwesterly 67.33 feet to the northwestern most corner of NE Otter Creek Drive right-of-way; thence southerly 838.62 feet following the western right-of-way line of said drive to the northern right-of-way line of NE 36th Street; thence westerly along said NE 36th Street right-of-way line 1317.28 feet; thence northwesterly 144 feet to eastern NE Delaware Avenue right-of-way line; thence west 94 feet to the western right-of-way line of NE Delaware Avenue; thence southwesterly 145 feet along said right-of-way line to the northern right-of-way line of NE 36th Street; thence westerly along said right-of-way 2150 feet to the southwest corner of Lot 1, AFUMC Christian Life Center; thence south 5 feet; thence west 217.99 feet; thence northwesterly 126.19 feet; thence west 128.01 feet; thence north 11 feet; thence west 202.58 feet; thence south 115 feet; thence west along the north NE 36th Street right-of-way line 680 feet to the southeast corner of Outlot B, The Woodland Reserve Plat 1; thence north along eastern property line of said, Lot B 185.5 feet; thence west 655.03 feet to the northwest corner of Outlot C, The Woodland Reserve Plat 1; thence north along the west line of The Woodland Reserve Plat 1 a distance of 1026.36 feet; thence westerly along the south right-of-



way line of NE 41st Street to the east right-of-way line of U.S. Highway 69 a distance of 1058.18 feet; thence westerly to the northeast corner of Lot 1, Johnson Estates Plat 1, 120 feet; thence west 340.57 feet; thence southerly a distance of 478.36 feet; thence westerly a distance of 400.00 feet; thence southerly a distance of 400.00 feet; thence westerly a distance of 700.00 feet; thence southerly to the center right-of-way line of NW 36th Street a distance of 400.00 feet; thence easterly to the western right-of-way line of U.S. Highway 69 a distance of 1,448.77 feet; thence southerly along the said right-of-way line of U.S. Highway 69 a distance of 4,061.66 feet; thence westerly along the north line of Georgetown Plat 2 a distance of 744.6 feet to the north west most corner of said plat; thence south westerly along the west line of Georgetown Plat 2 a distance of 274.17 feet; thence south westerly along the west line of said plat to the north easterly most corner of Lot 1 Georgetown Plat 3 a distance of 222.17 feet; thence southerly along the east line of Georgetown Plat 3 to the south eastern most corner of Lot 4 of Georgetown Plat 3 a distance of 255.05 feet; thence southerly along the eastern line of said plat to the south eastern most corner of Lot 7 Georgetown Plat 3 a distance of 189.8 feet; thence southerly along the east line of said plat to the south eastern most corner of Lot 10 Georgetown Plat 3 a distance of 189.76 feet; thence southerly along the east line of said plat to the center right-of-way line of NW 18th Street a distance of 138.54 feet; thence easterly along the center right-of-way line to the point of beginning a distance of 1072.07. The area includes all streets and their right-of-way within the Urban Renewal Area and all streets and their right-of-way forming the boundary of the Area.

#### AMENDED AND RESTATED PLAN SUBAREA

A PORTION OF THE EAST ½ OF NE 29TH ST RIGHT OF WAY AND A PORTION OF NE 110TH AVE RIGHT OF WAY, GENERALLY DESCRIBED AS BEGINNING AT THE SW CORNER OF SECTION 5, TOWNSHIP 80 NORTH, RANGE 23 WEST THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 5 APPROXIMATELY 450 FEET; THENCE EAST APPROXIMATELY 33 FEET TO THE EAST RIGHT OF WAY LINE OF SAID NE 29TH ST; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE APPROXIMATELY 405 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NE 110TH AVE; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE APPROXIMATELY 367 FEET; THENCE SOUTH APPROXIMATELY 78 FEET TO THE SOUTH RIGHT OF WAY LINE OF NE 110TH AVE; THEN WEST ALONG SAID SOUTH RIGHT OF WAY LINE APPROXIMATELY 367 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NE 29TH ST; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE APPROXIMATELY 367 FEET; THENCE WEST APPROXIMATELY 33 FEET TO THE WEST LINE OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 23 WEST; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 8 APPROXIMATELY 400 FEET TO THE POINT OF BEGINNING.

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment") for the Urban Renewal Area described above has been prepared, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, after adopting the Resolution setting the public hearing on the proposed Amendment No. 1, the City has decided not to add a portion of the property previously proposed to be added to the Area by Amendment No. 1; and

WHEREAS, the proposed Amendment, as modified to reduce the amount of property being added to the Area, has been on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 1; and

WHEREAS, the proposed Amendment No. 1 includes land classified as agricultural land and written permission of the current owners has been obtained; and

WHEREAS, this proposed Amendment No. 1, as modified, adds the following land to the Urban Renewal Area:

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St; and

AND

LOT 1, AND OUTLOT "Y", OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36<sup>TH</sup> STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA; and

WHEREAS, by resolution adopted on January 21, 2025, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 and the division of revenue described therein, and that notice of

the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 1, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

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Mayor

ATTEST:

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City Clerk

# EXHIBIT 1

## **AMENDMENT NO. 1**

**to the**

### **AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN**

**for the**

### **NORTHEAST ANKENY URBAN RENEWAL AREA**

### **CITY OF ANKENY, IOWA**

**Original Plan – October 2010**

**Amended and Restated Plan – October 2021**

**Amendment No. 1 to the Amended and Restated Plan – February 2025**

**AMENDMENT NO. 1  
TO THE  
AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN  
FOR THE  
NORTHEAST ANKENY URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**INTRODUCTION**

The City of Ankeny, Iowa (the “City”) adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area (the “Urban Renewal Area” or “Area”) on October 18, 2010. In 2021, the City adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan (“Amendment No. 1” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the Amended and Restated Northeast Ankeny Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

**DESCRIPTION OF AREA**

The property included in the Urban Renewal Area includes the area included in the original Northeast Ankeny Urban Renewal Plan (the “Original Urban Renewal Subarea”), the land added to the Urban Renewal Area by the Amended and Restated Plan (the “Amended and Restated Plan Subarea”), and the property added to the Urban Renewal Area by this Amendment No. 1 (the “Amendment No. 1 Subarea”). The Subareas make up the total Urban Renewal Area.

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 1 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

**BASE VALUE**

Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance. If the Amendment No. 1 Subarea, or a portion thereof, is placed in a Tax Increment Financing (TIF) ordinance prior to December 1, 2025, the taxable valuation of the property added to the TIF ordinance as of January 1, 2024, will be considered the frozen “base valuation” for the portion of the Amendment No. 1 Subarea added to the TIF ordinance. If a TIF ordinance for the Amendment No. 1 Subarea is not

adopted until a later date, the frozen “base value” will be the assessed value of the taxable property within that area added to the TIF ordinance as of January 1 of the calendar year preceding the effective date of the TIF ordinance incorporating the Amendment No. 1 Subarea.

### **AREA DESIGNATION**

The Area was originally designated as appropriate for the promotion of commercial and industrial economic development – commercial and industrial. The Area, as amended, continues to be appropriate for the promotion of commercial and industrial economic development.

### **DEVELOPMENT PLAN/ZONING**

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

This Amended and Restated Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, and this Amendment. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in Plan, as previously amended.

### **ELIGIBLE URBAN RENEWAL PROJECTS** **(Amendment No. 1)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

#### **1. Public Improvements:**

| <b>Project</b>                                                                               | <b>Estimated Project Date</b> | <b>Estimated Cost</b>     | <b>Rationale</b>                                                                                |
|----------------------------------------------------------------------------------------------|-------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|
| Design and complete improvements to Interstate 35 and NE 36 <sup>th</sup> Street Interchange | 2025-2028                     | \$4,500,000 - \$9,000,000 | Improve flow of traffic to reduce safety issues and improve access to commercial businesses and |



|                                                                                   |           |                             |                                                                                    |
|-----------------------------------------------------------------------------------|-----------|-----------------------------|------------------------------------------------------------------------------------|
|                                                                                   |           |                             | facilitate new commercial development.                                             |
| Design and complete NE 18 <sup>th</sup> Street Bridge over Interstate 35          | 2025-2029 | \$17,200,000 - \$34,400,000 | Improve access to commercial businesses and facilitate new commercial development. |
| Design and complete construction of NE Spectrum Drive RCB Culvert for Otter Creek | 2025-2029 | \$1,450,000 - \$2,900,000   | Improve access to commercial businesses and facilitate new commercial development. |
| TOTAL                                                                             |           | \$23,150,000 - \$46,300,000 |                                                                                    |

**2. Future Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$20,000,000-\$30,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:**

| Project                                                                                                                                                                                           | Estimated Date                          | Estimated Cost to be funded by TIF Funds |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises | Not to Exceed \$500,000                  |

### **FINANCIAL DATA**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Current constitutional debt limit:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$529,988,952                                                                                                                                                                                  |
| 2. | Current outstanding general obligation debt:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$106,769,910                                                                                                                                                                                  |
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 1) as described above to be funded by TIF Funds will be approximately as stated in the next column: | <div>\$43,650,000 - \$76,800,000 for future projects.</div> <div>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.</div> |

### **CONSENT TO INCLUDE AGRICULTURAL LAND**

Because the Amendment No. 1 Subarea contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City must have consent from the owner(s) of the agricultural land to include the “agricultural land” property in the Urban Renewal Area pursuant to this Amendment. The City has received consent of the owner(s) of the agricultural land to include their property within the Amendment No. 1 Subarea. A copy of the agreement is attached hereto, as Exhibit C. The original signed agreement(s) is/are on file at the City Clerk’s office.

### **REPEALER AND SEVERABILITY**

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

### **EFFECTIVE PERIOD**

This Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Urban Renewal Plan or any prior amendment, resolution, or document, this Amendment No. 1 shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, shall continue with respect to the Area for the maximum period allowed by law.

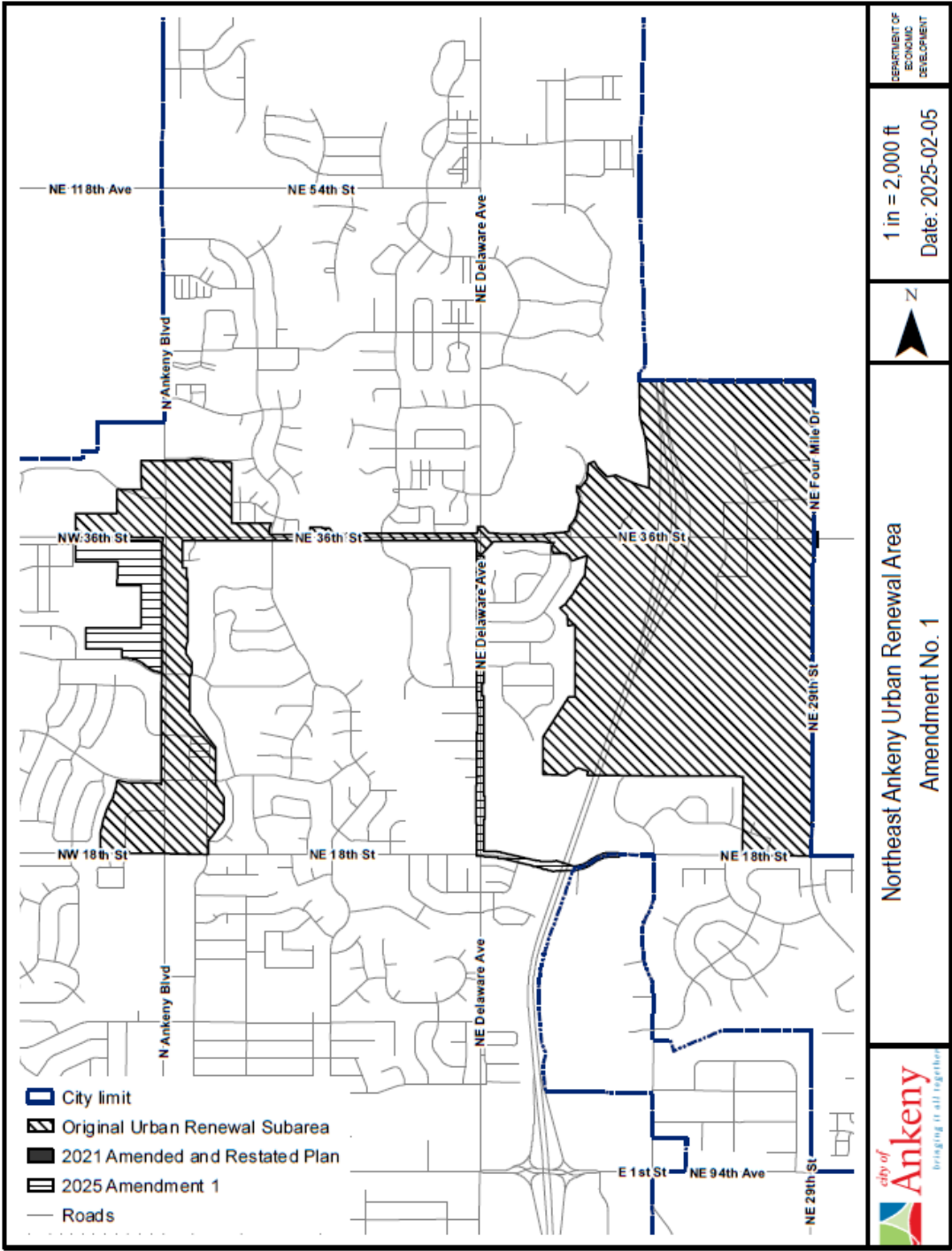
**EXHIBIT A**  
**LEGAL DESCRIPTION OF AMENDMENT NO. 1 SUBAREA (2025)**

All of NE Delaware Ave ROW lying north of the south ROW line of NE 18th St and lying south of the north line of Lot F of Briar Creek Plat 1 and south of a line beginning at the Northwest corner of Lot F and extending west perpendicular to the centerline of NE Delaware Ave; AND All of NE 18th St ROW lying east of the west ROW line of NE Delaware Ave and extending easterly to the east line of Lot 3 of Greenwood Acres Plat 2 extended north to the north line of NE 18th St;

AND

LOT 1, AND OUTLOT "Y", OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36<sup>TH</sup> STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

**EXHIBIT B**  
**MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF**  
**AMENDMENT NO. 1, SHOWING SUBAREAS**



**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN**  
**THE NORTHEAST ANKENY URBAN RENEWAL AREA**

WHEREAS, the City of Ankeny, Iowa, (the "City") has proposed to amend the Amended and Restated Northeast Ankeny Urban Renewal Plan ("Plan") for the Northeast Ankeny Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will be amended to include certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

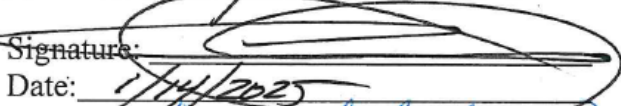
1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City may include such property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City to pass any resolution or ordinance necessary to designate the property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 14<sup>th</sup> day of JANUARY, 2025.

Agricultural Land Owner's Name:

North Ankeny Boulevard LLC

Signature: 

Date: 1/14/2025

Witness: Terry A. Carlson

1/14/2025

Agricultural Land Co-Owner's Name  
(if applicable):

\_\_\_\_\_

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

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

Witness: \_\_\_\_\_

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk, City of Ankeny, State of Iowa

(SEAL)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1682, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL **TAXABLE** PROPERTY LOCATED WITHIN THE AMENDED NORTHEAST ANKENY URBAN RENEWAL AREA, IN CITY OF ANKENY, COUNTY OF POLK STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF ANKENY, COUNTY OF POLK, ANKENY COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED NORTHEAST ANKENY URBAN RENEWAL AREA (**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED NORTHEAST ANKENY URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Ankeny, State of Iowa, has heretofore, in Ordinance No. 1682, provided for the division of taxes within the Northeast Ankeny Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, additional territory now has been added to the Northeast Ankeny Urban Renewal Area through the adoption of Amendment No. 1 to the Amended and Restated Northeast Ankeny Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Northeast Ankeny Urban Renewal Area, and the continuing needs of redevelopment within the amended Northeast Ankeny Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Northeast Ankeny Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number 1682 is hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Subarea means that portion of the City of Ankeny, State of Iowa, described in the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area approved by Resolution

No. 2010-287 on the 18<sup>th</sup> day of October, 2010, which Original Subarea includes the lots and parcels located within the area legally described as follows:

Commencing at the southwest corner of section 12, township 80 north, range 24 west of the 5th P.M.; thence east along the center line of NE 18th Street right-of-way a distance of 736.32 feet; thence northerly along the east line of Northpointe Village Center Plat 1 a distance of 227.23 feet; thence north easterly along said plat line a distance of 417.10 feet; thence northerly along said plat line 386.94 feet; thence north westerly along said plat line a distance of 249.85 feet; thence northerly along said plat line to the most north eastern point of Northpointe Village Center Plat 1 a distance of 93.9 feet; thence north along the east line of Northpointe Professional Park Plat 1 and Northpointe Village Center Plat 2 a distance of 524.18 feet; thence north westerly along said plat line a distance of 700.27 feet; thence northerly along said plat line to the most north eastern point of Northpointe Professional Park Plat 1 a distance of 303.56 feet; thence continuing northerly along the east lot line of Lot 3, Briarwood Plat 17 to the southern right-of-way line of NE 28th Street; thence continuing northeasterly to the north right-of-way line of said street and the southeast corner of Lot 1, Briarwood Plat 21, a distance of 60 feet; thence northerly following the east line of said Plat 21 a distance of 160.43 feet; thence northerly 31.60 feet; continuing northwesterly along said plat line 163.63 feet; thence northerly 100 feet; continuing northeasterly along said plat line 101.31 feet; thence northerly a distance of 232.83 feet; thence continuing north 367.27 ft., 144.78 ft., 32.8 ft., 239.5 ft., 62.04 ft., and 138.35 ft. to the south line of Outlot X, Briarwood Plat 14; thence west 64.01 feet to the southwest corner of Briarwood Plat 14; thence north to the southern right of way line of NE 36th Street a distance of 451 feet; thence east along said right-of-way line to the western right-of-way line of NE Delaware Avenue a distance of 4835.22 feet; thence along the 50 foot radial curve of said right-of-way 78.49 feet southeasterly; thence 200 feet south; thence 50 feet east to the centerline of NE Delaware Avenue; thence northeasterly along the intersection right-of-way line 327.86 feet to the southern right-of-way line of NE 36th Street; thence easterly along said right-of-way to the eastern right-of-way line of NE Milan Avenue approximately 1000 feet; thence following the 25 foot radial curve of said right-of-way 41.33 feet southwest; thence 116.73 feet south along the western property line of Lot 1 Briar Creek Plat 1; thence following the 25 foot radial curve of the northern right-of-way line of NE 31st Street southeasterly; thence following the said right-of way southeasterly 354.48 feet; thence following the southern property line of Lot 1 Briar Creek Plat 1 northeasterly 275.23 feet to the western property line of Lot 1 Albaugh Golf and Commercial; thence following said western property line to the southwestern most point 4643.77 feet; thence following said property line easterly 389.45 feet; thence northeasterly 235 feet; thence southeasterly 166.97 feet; thence southwest 80 feet; thence easterly 315 feet to the eastern right of way line of I-35; thence continuing easterly 2300 feet; thence southerly 1321.4 to the south line of section 7, township 80 north, range 23 west; thence easterly along said section line 1150 feet to the southeast corner of said section; thence north along the eastern line of said section to the southeast corner of section 6, township 80 north, range 23 west; thence continuing north along the eastern line of said section to the northeast corner of the southeast ¼ of said



section 6; thence westerly to the northwest corner of the southeast  $\frac{1}{4}$  of said section 6; thence continuing westerly 278 feet to the western I-35 right-of-way line; thence southerly 1825 feet to the northeast corner of Outlot Z, Otter Creek Redevelopment Plat 1; thence westerly 751 feet along the northern property line to the northwest corner of said Outlot; thence north westerly 195 feet to a northeast corner of Outlot Y, Otter Creek Redevelopment Plat 1; thence northwesterly 142.22 feet; thence southwest 115.34 feet; thence southerly 253.67 feet; thence southwest 192 feet; thence northwesterly 67.33 feet to the northwestern most corner of NE Otter Creek Drive right-of-way; thence southerly 838.62 feet following the western right-of-way line of said drive to the northern right-of-way line of NE 36th Street; thence westerly along said NE 36th Street right-of-way line 1317.28 feet; thence northwesterly 144 feet to eastern NE Delaware Avenue right-of-way line; thence west 94 feet to the western right-of-way line of NE Delaware Avenue; thence southwest 145 feet along said right-of-way line to the northern right-of-way line of NE 36th Street; thence westerly along said right-of-way 2150 feet to the southwest corner of Lot 1, AFUMC Christian Life Center; thence south 5 feet; thence west 217.99 feet; thence northwesterly 126.19 feet; thence west 128.01 feet; thence north 11 feet; thence west 202.58 feet; thence south 115 feet; thence west along the north NE 36th Street right-of-way line 680 feet to the southeast corner of Outlot B, The Woodland Reserve Plat 1; thence north along eastern property line of said, Lot B 185.5 feet; thence west 655.03 feet to the northwest corner of Outlot C, The Woodland Reserve Plat 1; thence north along the west line of The Woodland Reserve Plat 1 a distance of 1026.36 feet; thence westerly along the south right-of-way line of NE 41st Street to the east right-of-way line of U.S. Highway 69 a distance of 1058.18 feet; thence westerly to the northeast corner of Lot 1, Johnson Estates Plat 1, 120 feet; thence west 340.57 feet; thence southerly a distance of 478.36 feet; thence westerly a distance of 400.00 feet; thence southerly a distance of 400.00 feet; thence westerly a distance of 700.00 feet; thence southerly to the center right-of-way line of NW 36th Street a distance of 400.00 feet; thence easterly to the western right-of-way line of U.S. Highway 69 a distance of 1,448.77 feet; thence southerly along the said right-of-way line of U.S. Highway 69 a distance of 4,061.66 feet; thence westerly along the north line of Georgetown Plat 2 a distance of 744.6 feet to the north west most corner of said plat; thence south westerly along the west line of Georgetown Plat 2 a distance of 274.17 feet; thence south westerly along the west line of said plat to the north easterly most corner of Lot 1 Georgetown Plat 3 a distance of 222.17 feet; thence southerly along the east line of Georgetown Plat 3 to the south eastern most corner of Lot 4 of Georgetown Plat 3 a distance of 255.05 feet; thence southerly along the eastern line of said plat to the south eastern most corner of Lot 7 Georgetown Plat 3 a distance of 189.8 feet; thence southerly along the east line of said plat to the south eastern most corner of Lot 10 Georgetown Plat 3 a distance of 189.76 feet; thence southerly along the east line of said plat to the center right-of-way line of NW 18th Street a distance of 138.54 feet; thence easterly along the center right-of-way line to the point of beginning a distance of 1072.07. The area includes all streets and their right-of-way within the Urban Renewal Area and all streets and their right-of-way forming the boundary of the Area.

b) Amended and Restated Plan Subarea added non-taxable right-of-way to the Area.

c) Amendment No. 1 Subarea means that taxable portion of the City of Ankeny, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area approved by Resolution No. \_\_\_\_\_ on the 17<sup>th</sup> day of February, 2025, which Amendment No. 1 Subarea includes the lots and parcels located within the area legally described as follows:

LOT 1, AND OUTLOT "Y", OF PIPER PROPERTIES PLAT 4, AND LOT 1, LOT 2 AND OUTLOT "Z" OF 36<sup>TH</sup> STREET CENTRE PLAT 1, AND PARCEL 2023-76 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF OUTLOT "Z" OF PIPER PROPERTIES PLAT 1 ALL BEING AN OFFICIAL PLAT, AND PARCEL 2017-112 AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 16727, PAGE 247-248 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> P.M., ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY IOWA.

*[Note that Amendment No. 1 also added non-taxable right-of-way to the Area, but such property is not included in this Ordinance.]*

d) Amended Area means that portion of the City of Ankeny, State of Iowa, included within the Original Subarea and the Amendment No. 1 Subarea, which Amended Area includes the lots and parcels located within the area legally described in subsections (a) and (c).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Polk, Iowa, Ankeny Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Subarea, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Subarea upon the total sum of the assessed value of the taxable property in the Original Subarea as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the municipality certified to the county auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described in Ordinance No. 1682, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 1 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Ankeny, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Ankeny, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Ankeny, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Original Subarea under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance No. 1682, and to fully implement the provisions of Section 403.19, Code of Iowa, with respect to the division of taxes from property within the Amendment No. 1 Subarea as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2025

Read Second Time: \_\_\_\_\_, 2025

Read Third Time: \_\_\_\_\_, 2025

PASSED AND APPROVED: \_\_\_\_\_, 2025.

I, \_\_\_\_\_, City Clerk of the City of Ankeny, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2025, signed by the Mayor on \_\_\_\_\_, 2025, and published in the Des Moines Register on \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-07      Proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban  
Renewal Plan

ORIGINATING DEPARTMENT  
Economic Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED

Public Hearing  
Resolution

LEGAL

Item has been reviewed by legal counsel

EXECUTIVE SUMMARY

Proposed Amendment No. 4 to the 1991 Amended and Restated City of Ankeny Urban Renewal Plan, which was last amended in 2023, includes the following updates:

- The addition of new streetlight fixtures in the Uptown commercial district.
- The addition of a master plan for the Uptown commercial district.

The amendment adds no new land to the urban renewal area and has no effect on the duration of the plan or the area.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve the updates to the plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 1991 and the plan was amended in 2018, 2019, 2021 and 2023 to include projects.

FISCAL IMPACT

There is no fiscal impact with the adoption of this plan. Projects included in this plan are approved separately by the City Council.

PUBLIC OUTREACH EFFORTS

A consultation meeting with all affected taxing entities was held on January 28, 2025. No one attended the meeting and no written comments were received. A report from that meeting is attached.

#### ACTION REQUESTED

Consider motion to close Public Hearing 2025-07.

Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.

Consider motion to adopt **RESOLUTION** determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.

#### ATTACHMENTS

1. PH Coversheet
2. Amendment No. 4 1991 Consult Notes
3. Amend No. 4 to A&R 1991 URP - FINAL
4. Amend No. 4 to A&R 1991 URP - Authorizing Resolution FINAL



**PUBLIC HEARING 2025-07**

**5:30 P.M.**

**FEBRUARY 17, 2025**

**PROPOSED AMENDMENT NO. 4 TO THE AMENDED AND RESTATED 1991 CITY  
OF ANKENY URBAN RENEWAL PLAN**

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**Mayor:**

This is the time and place for a public hearing on the matter of the adoption of the proposed Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.

Notice of this hearing was published in the Des Moines Register on the 7<sup>th</sup> day of February, 2025.

**Mayor:**

“Has any written correspondence been received regarding this Amendment No. 4 to the Amended and Restated Plan”?

**City Clerk:**

None in the clerk’s office.

**Mayor:**

I would like to request from Derek Lord, Economic Development Director, acting as the designated representative for the City of Ankeny with respect to the consultation meeting held with the affected taxing entities to discuss the proposed Amendment No. 4 to the Amended and Restated Plan. A consultation meeting was held on January 28 @ 10:30 a.m., in the City Hall.

After Report:

**Mayor:**

“Because this is a Public Hearing those wishing to be heard for or against this item, 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, Mayor states: “We need to take the following action”:**

- ☐ Consider **MOTION** to close Public Hearing 2025-07.
- ☐ Consider **MOTION** to receive and file the report from the consultation meeting held on January 28, 2025.
- ☐ Consider **MOTION** to adopt **RESOLUTION** determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City;

Designating such area as appropriate for urban renewal projects; and adopting Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan.



**Derek Lord**

Economic Development Director  
(p) 515.965.6430  
dlord@ankenyiowa.gov

**MEMORANDUM**

---

**TO:** Honorable Mayor and City Council

**DATE:** February 3, 2025

**RE:** *Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan – Consultation Meeting*

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City staff held a consultation meeting on Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan at 10:30 AM on January 28, 2025 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District and Polk County.

No representatives from the Ankeny Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

**AMENDMENT NO. 4**

**to the**

**AMENDED AND RESTATED**  
**1991 CITY OF ANKENY**  
**URBAN RENEWAL PLAN**

**for**

**1991 URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**Original Plan – December 1991**

**Amended and Restated Plan – March 2018**

**Amendment No. 1 to the Amended and Restated Plan – March 2019**

**Amendment No. 2 to the Amended and Restated Plan – October 2021**

**Amendment No. 3 to the Amended and Restated Plan – March 2023**

**Amendment No. 4 to the Amended and Restated Plan – February 2025**

**AMENDMENT NO. 4  
TO THE  
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN  
FOR THE  
1991 URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**INTRODUCTION AND HISTORY**

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019, 2021, and 2023.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 4” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan, as previously amended, not mentioned in this Amendment shall continue to apply to the Plan.

**DEVELOPMENT PLAN**

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan, as previously amended.

## **ELIGIBLE URBAN RENEWAL PROJECTS** **(Amendment No. 4)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

### **1. Public Improvements:**

| <b>Project</b>                                       | <b>Estimated Project Date</b> | <b>Estimated Cost</b>        | <b>Rationale</b>                                                                                      |
|------------------------------------------------------|-------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------|
| Upgrade lighting fixtures in Uptown commercial area. | 2025 - 2026                   | \$115,000 – \$230,000        | Improve safety and aesthetic appeal of commercial district and facilitate new commercial development. |
| Complete master plan for Uptown commercial area.     | 2025-2026                     | \$50,000 – \$100,000         | Establish plan to facilitate and enhance development of area.                                         |
| <b>TOTAL</b>                                         |                               | <b>\$165,000 - \$330,000</b> |                                                                                                       |

**2. Future Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment

within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:**

| <b>Project</b>                                                                                                                                                                                    | <b>Estimated Date</b>                    | <b>Estimated Cost to be funded by TIF Funds</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises. | Not to exceed \$500,000                         |

**FINANCIAL INFORMATION**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Current Constitutional Debt Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$529,988,952                                                                                                                                                                 |
| 2. | Current Outstanding General Obligation Debt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$106,769,910                                                                                                                                                                 |
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 4) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 4) as described above to be funded by TIF Funds will be approximately as stated in the next column: | \$10,665,000 - \$10,830,000 for future projects<br><br>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area |

**REPEALER AND SEVERABILITY**

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

### **EFFECTIVE PERIOD**

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 4 TO THE AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan (the "Original Plan") for the 1991 City of Ankeny Urban Renewal Area described therein; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the 1991 City of Ankeny Urban Renewal Area ("Area" or "Urban Renewal Area"); and

WHEREAS, the Plan has subsequently been amended, most recently by Amendment No. 3 to the Plan, adopted by Resolution No. 2023-121 on March 6, 2023; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

ALL THAT PART OF ANKENY, IOWA LOCATED WITHIN THE FOLLOWING BOUNDARY:

BEGINNING AT A POINT ON THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 BEING THE NORTHEAST CORNER OF LOT 8 LAKESHORE ESTATES; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN SOUTH TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE WEST R.O.W. LINE OF U.S. INTERSTATE 35; THEN SOUTHERLY ALONG THE WEST R.O.W. LINE OF U.S. INTERSTATE 35 TO THE SOUTHEAST CORNER OF LOT 2, MAPLEWOOD VILLAGE PLAT 4; THEN WEST ALONG THE SOUTH LINE OF SAID LOT 2

TO THE EAST LINE OF LOT 1, MAPLEWOOD VILLAGE PLAT 3; THEN SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF SAID LOT 1, THEN WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 1, MAPLEWOOD VILLAGE PLAT 2 TO THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE; THEN NORTH ALONG THE WEST R.O.W. LINE OF EAST DELAWARE AVENUE TO THE SOUTHEAST CORNER OF ART-LUND PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE SOUTHWEST CORNER OF ART-LUND PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF S.E. 4TH STREET; THEN NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 9, TRIPLETT VILLAGE NO. 10; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST LOWELL DRIVE TO THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 2; THEN WEST ALONG THE SOUTH LINE OF SAID PLAT 2, AND CONTINUING ALONG THE SOUTH LINE OF TRIPLETT COMMERCIAL PARK PLAT 1 TO THE NORTHWEST CORNER OF TRIPLETT VILLAGE NO. 11; THEN NORTH ALONG THE EAST LINE OF TRIPLETT VILLAGE NO. 5 TO THE NORTHEAST CORNER OF SAID PLAT; THEN WEST ALONG THE NORTH LINE OF SAID PLAT TO THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTHEAST TRILEIN DRIVE TO THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN WEST ALONG THE SOUTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET) TO THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF SOUTHEAST CRESTMOOR PLACE TO THE SOUTHWEST CORNER OF LOT 6, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE SOUTH LINE OF NAPA MANOR TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN NORTH ALONG THE WEST R.O.W. LINE OF SOUTH GRANT STREET TO THE NORTHEAST CORNER OF LOT 22, RICHARD'S MANOR PLAT 1; THEN WEST ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHWEST CORNER OF SAID LOT 22; THEN SOUTHERLY ALONG THE WEST LINE OF RICHARD'S MANOR PLAT 1 TO THE SOUTH LINE OF SAID PLAT 1; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 1 TO THE WEST R.O.W. LINE OF SOUTH GRANT STREET; THEN SOUTH TO THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET; THEN WEST ALONG THE NORTH R.O.W. LINE OF SOUTHEAST 3RD STREET TO THE SOUTHWEST CORNER OF LOT 12, TRIPLETT VILLAGE; THEN SOUTH ALONG THE WEST LINE OF LOTS 18 THROUGH 23, TRIPLETT VILLAGE AND CONTINUING SOUTH ALONG THE WEST LINE OF CHURCH PLAT NO. 2 AND CHURCH PLAT NO.3 TO THE NORTH R.O.W. LINE OF SOUTHEAST PETERSON DRIVE; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE EAST R.O.W. LINE OF PARKVIEW DRIVE TO THE NORTH R.O.W. LINE OF SOUTHEAST 8TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE; THEN SOUTH ALONG THE WEST LINE OF LOT 46, PETERS BELMOUNT PARK PLAT 1 AND CONTINUING SOUTH ALONG THE WEST LINE OF PETERS



BELMOUNT PARK PLAT 2 TO THE NORTH LINE OF SPAHR MANOR PLAT 5; THEN WEST ALONG THE NORTH LINE OF SAID PLAT 5 TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (SOUTH ANKENY BOULEVARD); THEN NORTH ALONG SAID EAST R.O.W. LINE TO THE NORTH LINE OF PETERS BELMOUNT PARK PLAT 1; THEN WEST ALONG THE SOUTH LINE OF SOUTHLAWN PLACE REPLAT TO THE WEST R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THEN NORTHWESTERLY ALONG THE WEST R.O.W. LINE OF SAID RAILROAD TO THE EAST R.O.W. LINE OF SOUTHWEST WALNUT STREET; THEN NORTH TO THE NORTH LINE OF THOMAS ADDITION; THEN WEST ALONG THE NORTH LINE OF THOMAS ADDITION TO THE WEST R.O.W. LINE OF MAIN STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF SOUTHWEST 4TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE; THEN NORTH ALONG THE WEST LINE OF ANKENY VILLAGE PLAT 3 TO THE NORTHWEST CORNER OF SAID PLAT 3; THEN WEST ALONG THE SOUTH LINE OF LOTS 18 THROUGH 20, ANKENY VILLAGE PLAT 4, TO THE WEST LINE OF SAID PLAT 4; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 4 AND CONTINUING NORTH ALONG THE WEST LINE OF ARTHUR PLACE TO THE INTERSECTION OF THE NORTH R.O.W. LINE OF THE CHICAGO NORTHWESTERN RAILROAD AND THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN NORTH ALONG THE WEST R.O.W. LINE OF NORTHWEST ASH DRIVE; THEN EAST ALONG THE SOUTH LINE OF PARKVIEW TERRACE PLAT 8 TO THE WEST LINE OF PARKVIEW TERRACE PLAT 3; THEN SOUTH ALONG THE WEST LINE OF SAID PLAT 3 TO THE SOUTH LINE OF SAID PLAT 3; THEN EAST ALONG THE SOUTH LINE OF SAID PLAT 3 TO THE WEST R.O.W. LINE OF NORTHWEST SCHOOL STREET; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE NORTH R.O.W. LINE OF NORTHWEST 5TH STREET; THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE SOUTHEAST CORNER OF LOT 27, PARKVIEW TERRACE PLAT 1; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 1 TO THE SOUTH R.O.W. LINE OF NORTHWEST 9TH STREET; THEN NORTHERLY TO THE SOUTHEAST CORNER OF LOT 6, PARKVIEW TERRACE PLAT 11; THEN NORTH ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTH LINE OF SAID LOT 6; THEN WEST ALONG THE NORTH LINE OF PARKVIEW TERRACE PLAT 11 AND PARKVIEW TERRACE PLAT 10 TO THE EAST LINE OF PARKVIEW CAMPUS PLAT 2; THEN NORTH ALONG THE EAST LINE OF SAID PLAT 2, AND CONTINUING NORTH ALONG THE EAST LINE OF PARKVIEW CAMPUS PLAT 4 TO THE SOUTH R.O.W. LINE OF NORTHWEST 18TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE TO A POINT APPROXIMATELY 475 FEET EAST OF THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD); THEN SOUTH PARALLEL TO THE EAST R.O.W. LINE OF U.S. HIGHWAY 69 (NORTH ANKENY BOULEVARD) TO A POINT ON THE EAST R.O.W. LINE OF NORTH GRANT STREET AT THE NORTH END OF THE PRESENT STREET

R.O.W.; THEN WEST TO THE WEST R.O.W. LINE OF NORTH GRANT STREET; THEN SOUTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN WEST ALONG SAID SOUTH R.O.W. LINE TO THE EAST LINE OF ANKENY MALL; THEN SOUTH ALONG SAID EAST LINE TO THE NORTH R.O.W. LINE OF IOWA HIGHWAY 931 (EAST FIRST STREET); THEN EAST ALONG SAID NORTH R.O.W. LINE TO THE WEST LINE OF HAYES ACRES PLAT 1; THEN NORTH ALONG THE WEST LINE OF SAID PLAT 1 TO THE NORTHWEST CORNER OF LOT 6, HAYES ACRES PLAT 1; THEN EAST ALONG THE NORTH LINE OF SAID LOT 6 TO THE WEST R.O.W. LINE OF NORTHEAST TRILEIN DRIVE; THEN NORTH ALONG SAID WEST R.O.W. LINE TO THE SOUTH R.O.W. LINE OF NORTHEAST 5TH STREET; THEN EAST ALONG SAID SOUTH R.O.W. LINE AND CONTINUING EAST TO THE WEST R.O.W. LINE OF NORTHEAST DELAWARE AVENUE; THEN NORTH ALONG SAID WEST R.O.W. LINE; THEN EAST ALONG THE NORTH LINE OF LAKESHORE ESTATES TO THE POINT OF BEGINNING.

EXCLUDED FROM THE ABOVE DESCRIBED AREA IS THE FOLLOWING:  
BLOCKS 1 & 2, ORIGINAL PLAT  
LOTS 1 THROUGH 4, SUBDIVISION OF OUTLOT 1  
BLOCKS 1 THROUGH 4, HILDRETH'S ADDITION  
BLOCKS 1 THROUGH 4, HILDRETH'S 2ND ADDITION  
WEST 1/2 BLOCK A, HAULMANS ADDITION  
BLOCKS B AND C, HAULMANS ADDITION  
WEST 1/2 BLOCK D, HAULMANS ADDITION

WHEREAS, a proposed Amendment No. 4 to the Plan ("Amendment No. 4" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 4 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on January 21, 2025, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 4 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or

his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 4 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 4, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 4 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 4 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and

spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 4, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 4 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 4 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 4 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 4, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

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Mayor

ATTEST:

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City Clerk

# **EXHIBIT 1**

## **AMENDMENT NO. 4**

**to the**

### **AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN**

**for**

### **1991 URBAN RENEWAL AREA**

### **CITY OF ANKENY, IOWA**

**Original Plan – December 1991**

**Amended and Restated Plan – March 2018**

**Amendment No. 1 to the Amended and Restated Plan – March 2019**

**Amendment No. 2 to the Amended and Restated Plan – October 2021**

**Amendment No. 3 to the Amended and Restated Plan – March 2023**

**Amendment No. 4 to the Amended and Restated Plan – February 2025**

**AMENDMENT NO. 4  
TO THE  
AMENDED AND RESTATED 1991 CITY OF ANKENY URBAN RENEWAL PLAN  
FOR THE  
1991 URBAN RENEWAL AREA**

**CITY OF ANKENY, IOWA**

**INTRODUCTION AND HISTORY**

The City of Ankeny, Iowa (the “City”) adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 Urban Renewal Area (the “Urban Renewal Area” or “Area”) in 1991. In 2018, the City adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the “Amended and Restated Plan” or “Plan”) for the Urban Renewal Area. The Amended and Restated Plan previously has been amended in 2019, 2021, and 2023.

The Amended and Restated Plan is being amended with the adoption of this Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (“Amendment No. 4” or “Amendment”), in order to add and/or confirm proposed urban renewal projects for the Area. This Amendment adds no new land to the Area and has no effect on the duration of the Plan or the Area.

Except as modified by this Amendment, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections in the Plan, as previously amended, not mentioned in this Amendment shall continue to apply to the Plan.

**DEVELOPMENT PLAN**

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Amended and Restated Plan, as previously amended.

## **ELIGIBLE URBAN RENEWAL PROJECTS** **(Amendment No. 4)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

### **1. Public Improvements:**

| <b>Project</b>                                       | <b>Estimated Project Date</b> | <b>Estimated Cost</b> | <b>Rationale</b>                                                                                      |
|------------------------------------------------------|-------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------|
| Upgrade lighting fixtures in Uptown commercial area. | 2025 - 2026                   | \$115,000 – \$230,000 | Improve safety and aesthetic appeal of commercial district and facilitate new commercial development. |
| Complete master plan for Uptown commercial area.     | 2025-2026                     | \$50,000 – \$100,000  | Establish plan to facilitate and enhance development of area.                                         |
| TOTAL                                                |                               | \$165,000 - \$330,000 |                                                                                                       |

**2. Future Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$10,000,000.



**3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:**

| <b>Project</b>                                                                                                                                                                                    | <b>Estimated Date</b>                    | <b>Estimated Cost to be funded by TIF Funds</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises. | Not to exceed \$500,000                         |

**FINANCIAL INFORMATION**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Current Constitutional Debt Limit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$529,988,952                                                                                                                                                                 |
| 2. | Current Outstanding General Obligation Debt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$106,769,910                                                                                                                                                                 |
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 4) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 4) as described above to be funded by TIF Funds will be approximately as stated in the next column: | \$10,665,000 - \$10,830,000 for future projects<br><br>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area |

**REPEALER AND SEVERABILITY**

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Amended and Restated Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

### **EFFECTIVE PERIOD**

This Amendment will become effective upon its adoption by the City Council. The Amended and Restated Plan, as amended, shall remain in effect until repealed by the City Council.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, shall continue on the Area for the maximum period allowed by law.

Because the original Plan was adopted in 1991, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no statutorily required expiration date or sunset. With the adoption of the Amended and Restated Plan, the City extended a self-imposed sunset date on the division of revenue that had been in the original 1991 City of Ankeny Urban Renewal Plan to June 30, 2038 and thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance projects approved prior to June 30, 2038. Nothing in this Amendment alters the Amended and Restated Plan with respect to the time period for the division of revenue in the Area.

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-08      Proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan

ORIGINATING DEPARTMENT  
Economic Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED

Public Hearing  
Resolution

LEGAL

Item has been reviewed by legal counsel

EXECUTIVE SUMMARY

Proposed Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan includes the following updates:

- The addition of design and completion of improvements to the intersection of S. Ankeny Blvd. and SE Oralabor Road
- The addition of design and completion of improvements to the intersection of SW Oralabor Road and SW Irvinedale Drive

The amendment adds existing right-of-way for both improvement projects to the urban renewal area and has no effect on the duration of the plan or the area.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve the updates to the plan as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

This Urban Renewal Area was created in 1989 and has been amended 13 times to include projects and boundary amendments.

FISCAL IMPACT

There is no fiscal impact with the adoption of this plan. Projects included in this plan are approved separately by the City Council.

### PUBLIC OUTREACH EFFORTS

A consultation meeting with all affected taxing entities was held on January 28, 2025. No one attended the meeting and no written comments were received. A report from that meeting is attached.

### ACTION REQUESTED

Consider motion to close Public Hearing 2025-08.

Consider motion to receive and file the report from the consultation meeting held on January 28, 2025.

Consider motion to adopt **RESOLUTION** determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan.

### ATTACHMENTS

1. Amendment No. 14 1989 Consult Notes
2. Amend No. 14 to 1989 Ankeny ED URP - Authorizing Resolution FINAL
3. Amend No. 14 to 1989 URP - FINAL Version

**Derek Lord**

Economic Development Director  
(p) 515.965.6430  
dlord@ankenyiowa.gov

**MEMORANDUM**

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**TO:** Honorable Mayor and City Council

**DATE:** February 3, 2025

**RE:** *Amendment No. 14 to the 1989 Ankeny Economic Development  
Urban Renewal Plan – Consultation Meeting*

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City staff held a consultation meeting on Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan at 10:30 AM on January 28, 2025 at Ankeny City Hall. Notices of this meeting were sent to the Ankeny Community School District, Saydel Community School District and Polk County.

No representatives from the Ankeny Community School District, Saydel Community School District or Polk County attended this consultation meeting or reached out to discuss this amendment.

No written comments were received regarding this amendment.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 14 TO THE 1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 62-89, adopted April 17, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1989 Ankeny Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 1989 Ankeny Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan has been amended several times, most recently by Amendment No. 13 approved by Resolution No. 2023-165 adopted on April 3, 2023, and which Plan, as amended, is on file in the office of the Recorder of Polk County; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 14 to the Plan ("Amendment No. 14" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 14 adds the following land to the Urban Renewal Area:

The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH  $85^{\circ}37'19''$  EAST, 52.70 FEET; THENCE NORTH  $11^{\circ}48'17''$  EAST, 64.80 FEET; THENCE NORTH  $11^{\circ}49'01''$  EAST, 520.50 FEET; THENCE NORTH  $6^{\circ}10'01''$  EAST, 20.03 FEET; THENCE SOUTH  $10^{\circ}25'39''$  EAST, 88.96 FEET; THENCE SOUTH  $10^{\circ}21'47''$  EAST, 111.64 FEET; THENCE SOUTH  $12^{\circ}38'22''$  EAST, 333.88 FEET; THENCE SOUTH  $22^{\circ}46'27''$  EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH  $38^{\circ}07'29''$  EAST, 163.11 FEET; THENCE SOUTH  $58^{\circ}26'07''$  EAST, 154.32 FEET; THENCE SOUTH  $70^{\circ}57'56''$  EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG



THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

WHEREAS, by resolution adopted on January 21, 2025, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 14 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 14 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Economic Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 14 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Des Moines Register, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 14, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 14 concerning the area of the City of Ankeny, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 14 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment,

development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan of the City of Ankeny, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 14 to the 1989 Ankeny Economic Development Urban Renewal Plan for the City of Ankeny, State of Iowa"; Amendment No. 14, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 14 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 14 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 14 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Polk County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 14, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

---

Mayor

ATTEST:

---

City Clerk

# **EXHIBIT 1**

## **AMENDMENT NO. 14**

**to the**

## **1989 ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN**

## **CITY OF ANKENY, IOWA**

### **Original Area Adopted – 1989**

**Amendment No. 1 – 1994**

**Amendment No. 2 – 2003**

**Amendment No. 3 – 2003**

**Amendment No. 4 – 2005**

**Amendment No. 5 – 2012**

**Amendment No. 6 – 2015**

**Amendment No. 7 – 2017**

**Amendment No. 8 – 2018**

**Amendment No. 9 – 2018**

**Amendment No. 10 – 2019**

**Amendment No. 11 – 2020**

**Amendment No. 12 – 2021**

**Amendment No. 13 – 2023**

**Amendment No. 14 – 2025**

**AMENDMENT NO. 14  
TO THE  
1989 ANKENY ECONOMIC DEVELOPMENT  
URBAN RENEWAL PLAN**

**CITY OF ANKENY, IOWA**

**INTRODUCTION**

The 1989 Ankeny Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 1989 Ankeny Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1989, and subsequently amended 13 times, is being further amended by this Amendment No. 14 (“Amendment No. 14” or “Amendment”) to add and/or confirm proposed urban renewal projects for the Area and to add new property to the Urban Renewal Area.

Except as modified by this Amendment, the provisions of the original 1989 Ankeny Economic Development Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan, as previously amended.

**BASE VALUE**

The property included in the original Plan, adopted in 1989, the property added or removed by each prior amendment, and the property added by this Amendment No. 14 each may be referred to as “Subareas” in this Amendment. All Subareas of the Urban Renewal Area are depicted in Exhibit B. The property included in the original Plan, adopted in 1989, is called the “Original Subarea”. The property added by this Amendment is called the “Amendment No. 14 Subarea.” The Subareas make up the total Urban Renewal Area. Nothing in this Amendment affects already established frozen base values for any pre-existing Subarea previously placed in a tax increment financing ordinance. The Amendment No. 14 Subarea is public right-of-way and will not be included in a tax increment financing ordinance.

**DESCRIPTION OF AREA**

The legal description of the property being added to the Urban Renewal Area by this Amendment No. 14 is attached hereto as Exhibit A. A depiction of the Area after this Amendment, including all Subareas, is set out in Exhibit B.

**AREA DESIGNATION**

The Urban Renewal Area has previously been designated as a mixed-use area for both the promotion of economic development, commercial and industrial development, and blight remediation. That designation is not changed by this Amendment. The property being added by

Amendment No. 14 is designated as appropriate for the promotion of economic development – commercial and industrial.

### **DEVELOPMENT PLAN/ZONING**

The City has a general plan for the physical development of the City as a whole, outlined in The Ankeny 2040 Plan, adopted April 2, 2018 and most recently updated September 16, 2024. The Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with The Ankeny 2040 Plan.

The Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects have been authorized prior to the date of this Amendment, and many are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in prior amendments.

### **ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 14)**

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Amendment include:

#### **1. Public Improvements:**

| <b>Project</b>                                                                                  | <b>Estimated Project Date</b> | <b>Estimated Cost</b>      | <b>Rationale</b>                                                                                                                       |
|-------------------------------------------------------------------------------------------------|-------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Design and complete improvements to intersection of South Ankeny Boulevard and SE Oralabor Road | 2025 - 2029                   | \$9,000,000 – \$18,000,000 | Improve flow of traffic to reduce safety issues and improve access to commercial businesses and facilitate new commercial development. |

|                                                                                               |             |                             |                                                                                                                                        |
|-----------------------------------------------------------------------------------------------|-------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Design and complete improvements to intersection at SW Oralabor Road and SW Irvinendale Drive | 2025 - 2029 | \$5,500,000 - \$11,000,000  | Improve flow of traffic to reduce safety issues and improve access to commercial businesses and facilitate new commercial development. |
| TOTAL                                                                                         |             | \$14,500,000 - \$29,000,000 |                                                                                                                                        |

**2. Future Development Agreements:** The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The City Council has in the past generally considered incentives such as property tax rebates ranging from 50% to 100% of the property tax increment generated from the increased assessed valuation by the construction of the eligible project. However, the City has discretion to change the use of incentives at any time without notice, depending on the facts and circumstances. Certain tax levies are not included as part of the property tax increment rebates, such as debt service levies, certain school levies, and other levies as may be determined by the legislature. The City's use of property tax increment rebates as an incentive for a project is also impacted by a project's use of or eligibility for tax abatement or other incentives. With this Amendment, the City has estimated the total costs to be funded or reimbursed from tax increment for all types of incentives described above to be awarded after the adoption of this Amendment within the entire Area. Accordingly, the costs of such development agreements to be approved after this Amendment in this Area will not exceed \$35,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:**

| Project                                                                                                                                                                                           | Estimated Date                           | Estimated Cost to be funded by TIF Funds |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises. | Not to exceed \$500,000                  |

### **FINANCIAL DATA**

|    |                                                                                                                                                                                                                         |                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1. | Current constitutional debt limit:                                                                                                                                                                                      | \$529,988,952               |
| 2. | Current outstanding general obligation debt:                                                                                                                                                                            | \$106,769,910               |
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 14) has not yet been determined. This document is for planning purposes | \$50,000,000 - \$64,500,000 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 14) as described above to be funded by TIF Funds will be approximately as stated in the next column: | for future projects<br><br>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

### **REPEALER AND SEVERABILITY**

Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

### **EFFECTIVE PERIOD**

This Amendment No. 14 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective "thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project". The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any



inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019; therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset date applies to the Amendment No. 13 Subarea because the City did not place the Amendment No. 13 Subarea into a TIF Ordinance. No sunset applies to the Amendment No. 14 Subarea as it is non-taxable, public right-of-way which the City does not intend to place into a TIF Ordinance.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF AMENDMENT NO. 14 SUBAREA**

The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH 85°37'19" EAST, 52.70 FEET; THENCE NORTH 11°48'17" EAST, 64.80 FEET; THENCE NORTH 11°49'01" EAST, 520.50 FEET; THENCE NORTH 6°10'01" EAST, 20.03 FEET; THENCE SOUTH 10°25'39" EAST, 88.96 FEET; THENCE SOUTH 10°21'47" EAST, 111.64 FEET; THENCE SOUTH 12°38'22" EAST, 333.88 FEET; THENCE SOUTH 22°46'27" EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH 38°07'29" EAST, 163.11 FEET; THENCE SOUTH 58°26'07" EAST, 154.32 FEET; THENCE SOUTH 70°57'56" EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW

ORALABOR ROAD; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

**1989 Ankeny Economic Development Urban Renewal Area Amendment No. 14**

1 in = 3,700 ft  
Date: 2025-01-15

**Legend:**

- City limit
- 1989 Ankeny Econ Dev Original Area
- 1994 Amendment 1
- 2003 Amendment 2
- 2003 Amendment 3
- 2004 Amendment 4
- 2012 Amendment 5
- 2018 Amendment 8
- 2018 Amendment 9
- 2019 Amendment 10
- 2020 Amendment 11
- 2021 Amendment 12
- 2023 Amendment 13
- 2025 Amendment 14
- Roads

**Map Labels:**

- NW Irvine Dale Dr
- NW State St
- N Ankeny Blvd
- NE Delaware Ave
- W 1st St
- E 1st St
- NE 94th Ave
- E 1st St
- SW 51st St
- SW Magazine Rd
- SE Magazine Rd
- NE 28th St
- NE 86th Ave
- NE 14th St
- SE Ankeny Blvd
- SE Delaware Ave
- SE Oralabor Rd
- NE 38th St
- SE Four Mile Dr
- SE Corporate Woods Dr
- SE 41st St
- SE 42nd St
- SE 43rd St
- SE 44th St
- SE 45th St
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- SE 93rd St
- SE 94th St
- SE 95th St
- SE 96th St
- SE 97th St
- SE 98th St
- SE 99th St
- SE 100th St

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk, City of Ankeny, State of Iowa

(SEAL)

**AMENDMENT NO. 14**

**to the**

**1989 ANKENY ECONOMIC DEVELOPMENT  
URBAN RENEWAL PLAN**

**CITY OF ANKENY, IOWA**

**Original Area Adopted – 1989**

**Amendment No. 1 – 1994**  
**Amendment No. 2 – 2003**  
**Amendment No. 3 – 2003**  
**Amendment No. 4 – 2005**  
**Amendment No. 5 – 2012**  
**Amendment No. 6 – 2015**  
**Amendment No. 7 – 2017**  
**Amendment No. 8 – 2018**  
**Amendment No. 9 – 2018**  
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**Amendment No. 11 – 2020**  
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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------|
| Costs associated with attorney and bond counsel review of urban renewal activities and development agreements, economic planning and engineering related studies, and other administrative costs. | Market or program driven as need arises. | Not to exceed \$500,000                  |

**FINANCIAL DATA**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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Any parts of the Plan in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

## **EFFECTIVE PERIOD**

This Amendment No. 14 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or any other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The Original 1989 Urban Renewal Area and Plan was adopted in March of 1989 and debt was certified thereafter. The Original Plan contained no sunset and none was required by law at the time of adoption; accordingly, the Original Subarea has no sunset. Amendment No. 1 to the 1989 Urban Renewal Area and Plan was adopted in February of 1994, and debt was certified shortly thereafter. The City self-imposed a sunset date as to the Amendment No. 1 Subarea that was not required by statute. The self-imposed sunset was June 30, 2004 and effective “thereafter for so long as necessary for incremental taxes pursuant to Section 403.19, Code of Iowa, 1993, or successor provisions, to fully pay all loans, monies advanced or indebtedness incurred by the City of Ankeny, Iowa, to finance or refinance the Urban Renewal Project”. The City has certified for incremental taxes continuously since Amendment No. 1 was adopted in order to pay for loans, monies advanced or indebtedness incurred by the City so the Amendment No. 1 self-imposed sunset has not expired. In Amendment No. 5, the City eliminated this self-imposed sunset and elected the same sunset for the Amendment No. 1 Subarea as is applicable to the Amendment No. 2 Subarea, or Fiscal Year 2023/2024. The Amendment No. 2 Subarea was approved by the City Council on May 19, 2003, and debt was certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 2 Subarea. The Amendment No. 3 Subarea was approved by the City Council on November 17, 2003, and debt certified in 2003; therefore fiscal year 2023/2024 is the last year that tax increment can be collected in the Amendment No. 3 Subarea. Amendment No. 4 designated property within the Original Subarea as appropriate for blight remediation. Notwithstanding any inconsistent document, no sunset exists for an Urban Renewal Area that contains blight, so the Amendment No. 4 Subarea has no sunset. The Amendment No. 5 Subarea was approved by the City Council in 2012, and debt certified in 2012; therefore fiscal year 2032/2033 is the last year that tax increment can be collected in the Amendment No. 5 Subarea. Amendment No. 6 and 7 did not add land so no sunset date applies. Likewise, no sunset applies to the Amendment No. 8 Subarea because Amendment No. 8 primarily removed property, and the property added by Amendment No. 8 was public right of way and no increment will be collected therefrom. The Amendment No. 9 Subarea was approved by the City Council in 2018, a TIF Ordinance placed on the Subarea in 2018, and debt certified in 2018; therefore, fiscal year 2038/2039 will be the last year that tax increment can be collected in the Amendment No. 9 Subarea. The Amendment No. 10 Subarea was approved by the City Council in 2019, a TIF Ordinance placed on the Subarea in 2019, and debt certified in 2019;

therefore, fiscal year 2039/2040 will be the last year that tax increment can be collected in the Amendment No. 10 Subarea. The Amendment No. 11 Subarea was approved by the City Council in 2020, a TIF Ordinance placed on the Subarea in 2020, and debt certified in 2020; therefore fiscal year 2040/2041 will be the last year that tax increment can be collected in the Amendment No. 11 Subarea. The Amendment No. 12 Subarea was approved by the City Council in 2021, a TIF Ordinance placed on the Subarea in 2021, and debt certified in 2021; therefore fiscal year 2041/2042 will be the last year that tax increment can be collected in the Amendment No. 12 Subarea. No sunset date applies to the Amendment No. 13 Subarea because the City did not place the Amendment No. 13 Subarea into a TIF Ordinance. No sunset applies to the Amendment No. 14 Subarea as it is non-taxable, public right-of-way which the City does not intend to place into a TIF Ordinance.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF AMENDMENT NO. 14 SUBAREA**

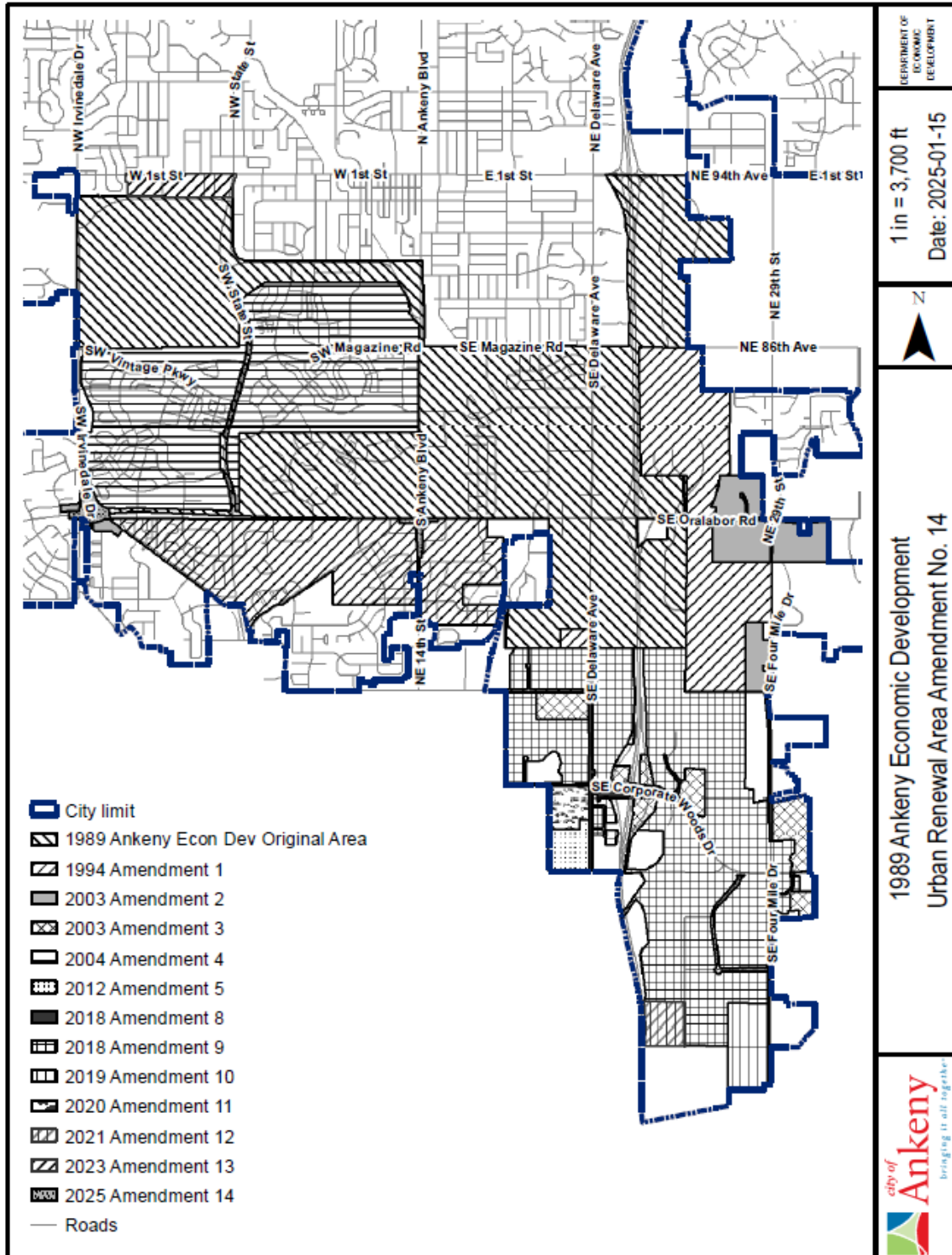
The existing Road ROW in the North 600 feet of the East 600 feet of Section 35, and the North 600 feet of the West 600 feet of Section 36, all in Township 80 Range 24;

A PART OF SW ORALABOR ROAD RIGHT-OF-WAY, A PART OF SW IRVINEDALE DRIVE RIGHT-OF-WAY, A PART OF SW 28TH STREET RIGHT-OF-WAY LYING IN THE SW1/4 OF THE SW1/4 OF SECTION 27 AND IN THE SE1/4 OF THE SE1/4 OF SECTION 28 AND IN THE NE1/4 OF THE NE1/4 OF SECTION 33 AND IN THE NW1/4 OF THE NW1/4 OF SECTION 34 ALL IN TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15 OF THE WESTWINDS PLAT 8, BEING AN OFFICIAL PLAT; THENCE NORTHERLY ALONG THE EAST LINE OF THE WESTWINDS PLAT 8 TO THE NORTHEAST CORNER OF SAID THE WESTWINDS PLAT 8 AND BEING THE SOUTHEAST CORNER OF LOT 12 OF THE WESTWINDS PLAT 5, BEING AN OFFICIAL PLAT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 12 AND CONTINUING NORTHEASTERLY ALONG THE EASTERLY LINE OF LOT 11 OF SAID THE WESTWINDS PLAT 5 TO A CORNER ON THE EASTERLY LINE OF SAID LOT 11 BEING 25.46 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11 AS MEASURED ALONG SAID EASTERLY LINE OF LOT 11; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF PARCEL "F" AS SHOWN IN A PLAT OF SURVEY RECORDED IN BOOK 11295, PAGE 669-674 OF THE POLK COUNTY RECORDER'S OFFICE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "F" FOR THE NEXT 11 CALLS (USING PARCEL "F" BASIS OF BEARING); THENCE NORTH 85°37'19" EAST, 52.70 FEET; THENCE NORTH 11°48'17" EAST, 64.80 FEET; THENCE NORTH 11°49'01" EAST, 520.50 FEET; THENCE NORTH 6°10'01" EAST, 20.03 FEET; THENCE SOUTH 10°25'39" EAST, 88.96 FEET; THENCE SOUTH 10°21'47" EAST, 111.64 FEET; THENCE SOUTH 12°38'22" EAST, 333.88 FEET; THENCE SOUTH 22°46'27" EAST, 450.74 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1834.90 FEET, WHOSE ARC LENGTH IS 163.16 FEET AND WHOSE CHORD BEARS SOUTH 38°07'29" EAST, 163.11 FEET; THENCE SOUTH 58°26'07" EAST, 154.32 FEET; THENCE SOUTH 70°57'56" EAST, 123.45 FEET BEING THE END OF SAID CALLS FOR PARCEL "F"; THENCE SOUTH TO THE NORTHEAST CORNER OF A SURVEY RECORDED IN BOOK 5911, PAGE 374 OF THE POLK COUNTY, IOWA RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID SURVEY TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF SW ORALABOR ROAD; THENCE

WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 50 OF TRADITION GREENS PLAT 1, BEING AN OFFICIAL PLAT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 50 TO THE NORTHEAST CORNER OF LOT A OF SAID TRADITION GREENS PLAT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT A TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH ALONG THE WEST LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING THE NORTHEAST CORNER OF LOT 51 OF SAID TRADITION GREENS PLAT 1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 51 TO THE INTERSECTION OF THE EAST LINE OF LOT 1 OF SUNNY BROOK HEIGHTS PLAT ONE, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST TO THE SOUTHEAST CORNER OF LOT A, OF SAID SUNNY BROOK HEIGHTS PLAT 1; THENCE NORTH ALONG THE EAST LINE OF SAID LOT A TO THE NORTHEAST CORNER OF SAID LOT A; THENCE WEST ALONG THE NORTH LINE OF SAID LOT A TO THE NORTHWEST CORNER OF SAID LOT A AND BEING ON THE EAST LINE OF LOT 28 OF GLENBROOKE PLAT 7, BEING AN OFFICIAL PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 28 AND ALONG THE NORTH LINE OF LOT 27 OF SAID GLENBROOKE PLAT 7 TO A NORTHERLY CORNER ON THE NORTH LINE OF SAID LOT 27 BEING 156.55 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 27 AS MEASURED ALONG SAID NORTH LINE OF LOT 27; THENCE DUE NORTH TO THE SOUTH LINE OF SAID LOT 15 OF WESTWINDS PLAT 8; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 15 TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**MAP OF URBAN RENEWAL AREA FOLLOWING ADOPTION OF**  
**AMENDMENT NO. 14, SHOWING ALL SUBAREAS**





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

PH 2025-09      Proposed SW Walnut Street and SW Ordinance Road Water Main

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

Public Hearing

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The SW Walnut Street and SW Ordinance Road Water Main project includes the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3rd Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing main adjacent to the Police Station. The water main along SW Walnut Street shall be bored installation while water main along SW Ordinance shall be a combination of bored and open cut installation. The project will also include the addition of on-street diagonal parking along the west side of SW Walnut from approximately 125 feet south of SW 3rd Street to approximately 70 feet south of the High Trestle Trail.

The construction improvements include approximately 3,125 LF of trenchless 8" water main, 430LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, pavement markings, temporary traffic control, erosion control, surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 11, 2025. One (1) bid was received as follows:

|                            |                |
|----------------------------|----------------|
| On Track Construction, LLC | \$1,144,144.00 |
|----------------------------|----------------|

The Engineer's Estimate for the project was \$1,145,200.00. The bid was approximately 0.10% under the engineer's estimate. On Track Construction, LLC has completed similar projects in the metro and they have the technical experience and the capacity to complete this project. They have also successfully completed the West Outfall Basin Sanitary Sewer Improvements as well as the NW 36th and NW Weigel Drive Water Main Projects for the Municipal Utilities Department. The Municipal Utilities Department recommends awarding the

SW Walnut Street and SW Ordinance Road Water Main project to On Track Construction, LLC of Nevada, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no later than April 14, 2025.

The Contractor shall substantially complete the overall project within one hundred thirty (130) working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; with the new pavement markings and signs installed; and the new streets, driveways, and sidewalks fully open to traffic. A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the punch list has been provided to the Contractor following substantial completion of the overall project. 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).

#### CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$1,145,200.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, enhancement of payment, and estimated cost for the SW Walnut Street and SW Ordinance Road Water Main project.
3. Receive and file the report of bids received on February 11, 2025.
4. Approve Resolution, making award of construction contract to On Track Construction, LLC of Nevada, Iowa.
5. Approve Resolution, approving contract and bonds with On Track Construction, LLC in the amount of \$1,144,144.00.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

January 21, 2025: The City Council approved a Resolution ordering construction and setting the bid opening date as February 11, 2025, and setting the public hearing date as February 17, 2025.

#### FISCAL IMPACT

This project is included in the current Capital Improvement Program with construction scheduled for 2025.

#### PUBLIC OUTREACH EFFORTS

A project information meeting for adjacent property owners and residents was held on August 15, 2024. Property owners and residents will continue to receive letters updating them throughout the construction phase.

#### ACTION REQUESTED

**Consider motion to close Public Hearing 2025-09.**

**Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, estimate of cost \$1,145,200.00; 2) receive and file report of bids received February 11, 2025; 3) RESOLUTION making award of construction contract with On Track Construction, LLC in the amount of**



**\$1,144,144.00; and 4) RESOLUTION approving contract and bonds with On Track Construction, LLC in the amount of \$1,144,144.00.**

#### ATTACHMENTS

1. PH Coversheet
2. Resolution - plans, specs
3. Bid Sheet
4. Bid Tabulation
5. Resolution - making award
6. Resolution - approving contract
7. SW Walnut and Ordnance LocationMap
8. Contract - On Track - SW Walnut & SW Ordnance Water main



**PUBLIC HEARING 2025-09**

**5:30 P.M.**

**FEBRUARY 17, 2025**

**PROPOSED SW WALNUT STREET & SW ORDNANCE ROAD WATER MAIN**

---

**Mayor:**

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 SW Walnut Street & SW Ordinance Road Water Main project. Notice of this hearing was published in the Des Moines Register on the 31<sup>st</sup> day of January, 2025.

**Mayor:**

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?”

**City Clerk:**

None in the Clerk’s Office

**Mayor:**

“I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project.”

After Report:

“Because this is a Public Hearing those wishing to be heard for or against the proposed project, 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, Mayor states: “We need to take the following action”:**

- ❑ Consider **MOTION** to close Public Hearing 2025-09.
- ❑ Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$1,145,200; 2) receive and file report of bids received February 11, 2025; 3) adopt **RESOLUTION** making award of construction contract with On Track Construction, LLC in the amount of \$1,144,144.00; and 4) adopt **RESOLUTION** approving contract and bonds with On Track Construction, LLC in the amount of \$1,144,144.00.

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM  
OF CONTRACT AND ESTIMATE OF COST FOR THE SW  
WALNUT STREET AND SW ORDNANCE ROAD WATER  
MAIN

WHEREAS, on the 21<sup>st</sup> day of January, 2025, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SW Walnut Street and SW Ordinance Road Water Main; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for the public improvements was published as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That the plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 17th day of February, 2025.

---

Mayor

ATTEST:

---

City Clerk



**BID LETTING**

**10:30 A.M.**

**FEBRUARY 11, 2025**

**SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN**

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW Walnut Street and SW Ordinance Road Water Main in accordance with the Plans and Specifications prepared by MSA Professional Services, Inc.

Shawn Buckner, Utilities Superintendent

Project Estimate of Cost \$ 1,145,200<sup>00</sup>

| Bid<br>Bond<br>(10%)                   | Bidder/Address                                 | Bid Amount                 | Addenda (none)<br>Acknowledged |
|----------------------------------------|------------------------------------------------|----------------------------|--------------------------------|
| 1) <input checked="" type="checkbox"/> | On Track<br>1435 West F Ave<br>Nevada IA 50201 | \$ 1,144,144 <sup>00</sup> |                                |
| 2) <input type="checkbox"/>            |                                                |                            |                                |
| 3) <input type="checkbox"/>            |                                                |                            |                                |
| 4) <input type="checkbox"/>            |                                                |                            |                                |
| 5) <input type="checkbox"/>            |                                                |                            |                                |
| 6) <input type="checkbox"/>            |                                                |                            |                                |

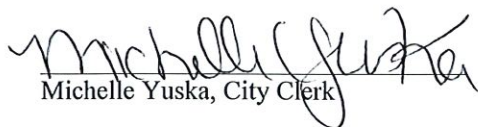
\*Apparent Low Bidder

| Bid<br>Bond<br>(10%) | Bidder/Address          | Bid Amount | Addenda (none)<br>Acknowledged |
|----------------------|-------------------------|------------|--------------------------------|
| 7) _____             | _____<br>_____<br>_____ | _____      | _____                          |
| 8) _____             | _____<br>_____<br>_____ | _____      | _____                          |
| 9) _____             | _____<br>_____<br>_____ | _____      | _____                          |
| 10) _____            | _____<br>_____<br>_____ | _____      | _____                          |
| 11) _____            | _____<br>_____<br>_____ | _____      | _____                          |
| 12) _____            | _____<br>_____<br>_____ | _____      | _____                          |
| 13) _____            | _____<br>_____<br>_____ | _____      | _____                          |

\*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 17, 2025 at 5:30 P.M.

ATTEST:

  
Michelle Yuska, City Clerk

  
Shawn Buckner, Utilities Superintendent

**BID TABULATION**

**SW WALNUT STREET and SW ORDINANCE ROAD WATER MAIN  
CITY OF ANKENY, IA**

**PROJECT #09085058**

|                                                             |                |                                                            |      |          | ENGINEER'S<br>ESTIMATE |               | ON TRACK<br>NEVADA, IA |               |
|-------------------------------------------------------------|----------------|------------------------------------------------------------|------|----------|------------------------|---------------|------------------------|---------------|
| ITEM NO.                                                    | SUDAS BID ITEM | DESCRIPTION                                                | UNIT | QUANTITY | UNIT PRICE             | TOTAL PRICE   | UNIT PRICE             | TOTAL PRICE   |
| <b>Division 2: Earthwork</b>                                |                |                                                            |      |          |                        |               |                        |               |
| 2.01                                                        | 2010-A-1       | Clearing and Grubbing                                      | LS   | 1        | \$ 10,000              | \$ 10,000.00  | \$ 19,150              | \$ 19,150.00  |
| 2.02                                                        | 2010-D-1       | Topsoil, On-site                                           | CY   | 267      | \$ 45                  | \$ 12,015.00  | \$ 40                  | \$ 10,680.00  |
| 2.03                                                        | 2010-E         | Excavation, Class 10                                       | CY   | 114      | \$ 40                  | \$ 4,560.00   | \$ 20                  | \$ 2,280.00   |
| 2.04                                                        | 2010-E         | Excavation, Class 10, Borrow                               | CY   | 52       | \$ 60                  | \$ 3,120.00   | \$ 45                  | \$ 2,340.00   |
| 2.05                                                        | 2010-G         | Subgrade Preparation, 6-in.                                | SY   | 1,416    | \$ 5                   | \$ 7,080.00   | \$ 6                   | \$ 8,496.00   |
| 2.06                                                        | 2010-I         | Subgrade Treatment, Geogrid                                | SY   | 141      | \$ 5                   | \$ 705.00     | \$ 12                  | \$ 1,692.00   |
| 2.07                                                        | 2010-M         | Compaction Testing                                         | LS   | 1        | \$ 5,000               | \$ 5,000.00   | \$ 2,500               | \$ 2,500.00   |
| <b>Division 3: Trench and Trenchless Construction</b>       |                |                                                            |      |          |                        |               |                        |               |
| 3.01                                                        | 3010-F         | Trench Compaction Testing                                  | LS   | 1        | \$ 1,500               | \$ 1,500.00   | \$ 3,500               | \$ 3,500.00   |
| <b>Division 4: Sewers and Drains</b>                        |                |                                                            |      |          |                        |               |                        |               |
| 4.01                                                        | 4020-A-1       | Storm Sewer, Trenched, Gasketed-RCP, 15-in.                | LF   | 16       | \$ 150                 | \$ 2,400.00   | \$ 175                 | \$ 2,800.00   |
| 4.02                                                        | 4020-A-1       | Storm Sewer, Trenched, RCP, 15-in.                         | LF   | 92       | \$ 90                  | \$ 8,280.00   | \$ 120                 | \$ 11,040.00  |
| 4.03                                                        | 4020-A-1       | Storm Sewer, Trenched, PVC, 12-in.                         | LF   | 16       | \$ 65                  | \$ 1,040.00   | \$ 140                 | \$ 2,240.00   |
| 4.04                                                        | 4020-A-2       | Storm Sewer, Trenchless, PVC, 15-in.                       | LF   | 50       | \$ 300                 | \$ 15,000.00  | \$ 390                 | \$ 19,500.00  |
| 4.05                                                        | 4020-D-1       | Removal of Storm Sewer                                     | LF   | 48       | \$ 25                  | \$ 1,200.00   | \$ 35                  | \$ 1,680.00   |
| 4.06                                                        | 4030-A-1       | Pipes Culvert, Trenched, RCP, 12-in.                       | LF   | 22       | \$ 65                  | \$ 1,430.00   | \$ 110                 | \$ 2,420.00   |
| <b>Division 5: Water Mains and Appurtenances</b>            |                |                                                            |      |          |                        |               |                        |               |
| 5.01                                                        | 5010-A-1       | Water Main, Trenched, C900 DR-18 PVC, 8-in.                | LF   | 425      | \$ 115                 | \$ 48,875.00  | \$ 90                  | \$ 38,250.00  |
| 5.02                                                        | 5010-A-2       | Water Main, Trenchless, C900 DR-18 PVC, 8-in.              | LF   | 3,116    | \$ 105                 | \$ 327,180.00 | \$ 104                 | \$ 324,064.00 |
| 5.03                                                        | 5010-C-1       | Fitting, Tee, 8-in. x 8-in.                                | EA   | 2        | \$ 2,500               | \$ 5,000.00   | \$ 2,250               | \$ 4,500.00   |
| 5.04                                                        | 5010-C-1       | Fitting, Bend, 11.25 Degree, 8-in.                         | EA   | 1        | \$ 1,000               | \$ 1,000.00   | \$ 2,250               | \$ 2,250.00   |
| 5.05                                                        | 5010-C-1       | Fitting, Bend, 22.50 Degree, 8-in.                         | EA   | 1        | \$ 1,000               | \$ 1,000.00   | \$ 2,250               | \$ 2,250.00   |
| 5.06                                                        | 5010-C-1       | Fitting, Bend, 45 Degree, 8-in.                            | EA   | 2        | \$ 1,000               | \$ 2,000.00   | \$ 2,250               | \$ 4,500.00   |
| 5.07                                                        | 5010-C-1       | Fitting, Reducer, 8-in. x 6-in.                            | EA   | 1        | \$ 1,500               | \$ 1,500.00   | \$ 1,950               | \$ 1,950.00   |
| 5.08                                                        | 5010-D         | Water Service Stub, Same Side of Street, PEX, 1-in.        | EA   | 21       | \$ 2,500               | \$ 52,500.00  | \$ 2,550               | \$ 53,550.00  |
| 5.09                                                        | 5010-D         | Water Service Stub, Opposite Side of Street, PEX, 1-in.    | EA   | 21       | \$ 4,000               | \$ 84,000.00  | \$ 4,400               | \$ 92,400.00  |
| 5.10                                                        | 5010-G         | Water Main Abandonment, Cap, 6-in.                         | EA   | 7        | \$ 3,000               | \$ 21,000.00  | \$ 1,300               | \$ 9,100.00   |
| 5.11                                                        | 5010-H         | Water Main Removal, 6-in.                                  | LF   | 223      | \$ 25                  | \$ 5,575.00   | \$ 30                  | \$ 6,690.00   |
| 5.12                                                        | 5010-H         | Water Main Removal, 8-in.                                  | LF   | 36       | \$ 25                  | \$ 900.00     | \$ 30                  | \$ 1,080.00   |
| 5.13                                                        | 5020-A         | Valve, Gate, RW, 6-in.                                     | EA   | 1        | \$ 3,000               | \$ 3,000.00   | \$ 2,400               | \$ 2,400.00   |
| 5.14                                                        | 5020-A         | Valve, Gate, RW, 8-in.                                     | EA   | 4        | \$ 3,000               | \$ 12,000.00  | \$ 3,000               | \$ 12,000.00  |
| 5.15                                                        | 5020-C         | Fire Hydrant Assembly                                      | EA   | 7        | \$ 8,500               | \$ 59,500.00  | \$ 8,000               | \$ 56,000.00  |
| 5.16                                                        | 5020-J         | Fire Hydrant Assembly Removal                              | EA   | 6        | \$ 1,750               | \$ 10,500.00  | \$ 2,650               | \$ 15,900.00  |
| 5.17                                                        | 5020-L         | Valve Box Removal                                          | EA   | 4        | \$ 500                 | \$ 2,000.00   | \$ 800                 | \$ 3,200.00   |
| 5.18                                                        | 5020-999-A     | Fire Hydrant Assembly Remove and Reinstall                 | EA   | 1        | \$ 2,000               | \$ 2,000.00   | \$ 5,000               | \$ 5,000.00   |
| <b>Division 6: Structures for Sanitary and Storm Sewers</b> |                |                                                            |      |          |                        |               |                        |               |
| 6.01                                                        | 6010-A         | Manhole, SW 401, 48-in.                                    | EA   | 1        | \$ 5,000               | \$ 5,000.00   | \$ 5,000               | \$ 5,000.00   |
| 6.02                                                        | 6010-B         | Intake, SW 511                                             | EA   | 1        | \$ 7,500               | \$ 7,500.00   | \$ 4,000               | \$ 4,000.00   |
| 6.03                                                        | 6010-G-2       | Connection to Existing Intake                              | EA   | 1        | \$ 1,500               | \$ 1,500.00   | \$ 3,000               | \$ 3,000.00   |
| <b>Division 7: Streets and Related Work</b>                 |                |                                                            |      |          |                        |               |                        |               |
| 7.01                                                        | 7010-A         | Pavement, PCC, 7-in., C-SUD                                | SY   | 1,330    | \$ 90                  | \$ 119,700.00 | \$ 93.50               | \$ 124,355.00 |
| 7.02                                                        | 7010-I         | PCC Pavement Samples and Testing                           | LS   | 1        | \$ 4,955               | \$ 4,955.00   | \$ 5,000               | \$ 5,000.00   |
| 7.03                                                        | 7030-A-0       | Removal of Granular Surfacing                              | SY   | 85       | \$ 15                  | \$ 1,275.00   | \$ 22                  | \$ 1,870.00   |
| 7.04                                                        | 7030-A-1       | Removal of Sidewalk                                        | SY   | 684      | \$ 20                  | \$ 13,680.00  | \$ 10.50               | \$ 7,182.00   |
| 7.05                                                        | 7030-A-2       | Removal of Shared Use Path                                 | SY   | 11       | \$ 20                  | \$ 220.00     | \$ 11                  | \$ 121.00     |
| 7.06                                                        | 7030-A-3       | Removal of Driveway                                        | SY   | 218      | \$ 20                  | \$ 4,360.00   | \$ 12                  | \$ 2,616.00   |
| 7.07                                                        | 7030-C         | Shared Use Path, PCC, 6-in.                                | SY   | 20       | \$ 75                  | \$ 1,500.00   | \$ 80                  | \$ 1,600.00   |
| 7.08                                                        | 7030-E         | Sidewalk, PCC, 5-in.                                       | SY   | 793      | \$ 70                  | \$ 55,510.00  | \$ 67                  | \$ 53,131.00  |
| 7.09                                                        | 7030-E         | Sidewalk, PCC, 6-in.                                       | SY   | 70       | \$ 85                  | \$ 5,950.00   | \$ 81                  | \$ 5,670.00   |
| 7.10                                                        | 7030-G         | Detectable Warnings, Galvanized Steel                      | SF   | 84       | \$ 75                  | \$ 6,300.00   | \$ 55                  | \$ 4,620.00   |
| 7.11                                                        | 7030-H-1       | Driveway, PCC, 6-in.                                       | SY   | 265      | \$ 85                  | \$ 22,525.00  | \$ 78                  | \$ 20,670.00  |
| 7.12                                                        | 7030-H-2       | Granular Surfacing, Class A Crushed Stone, 12-in.          | SY   | 10       | \$ 35                  | \$ 350.00     | \$ 27                  | \$ 270.00     |
| 7.13                                                        | 7040-A         | Full Depth Patches, PCC, 7-in., C-SUD                      | SY   | 95       | \$ 200                 | \$ 19,000.00  | \$ 110                 | \$ 10,450.00  |
| 7.14                                                        | 7040-A         | Full Depth Patches, HMA                                    | SY   | 37       | \$ 200                 | \$ 7,400.00   | \$ 130                 | \$ 4,810.00   |
| 7.15                                                        | 7040-H         | Pavement Removal                                           | SY   | 1,035    | \$ 20                  | \$ 20,700.00  | \$ 17                  | \$ 17,595.00  |
| <b>Division 8: Traffic Control</b>                          |                |                                                            |      |          |                        |               |                        |               |
| 8.01                                                        | 8020-B         | Pavement Markings, Waterborne, White                       | STA  | 8.5      | \$ 350                 | \$ 2,975.00   | \$ 860                 | \$ 7,310.00   |
| 8.02                                                        | 8020-G         | Painted Symbols and Legends, Waterborne                    | EA   | 2        | \$ 500                 | \$ 1,000.00   | \$ 125                 | \$ 250.00     |
| 8.03                                                        | 8030-A         | Temporary Traffic Control                                  | LS   | 1        | \$ 15,000              | \$ 15,000.00  | \$ 11,950              | \$ 11,950.00  |
| 8.04                                                        | 8040-B         | Traffic Signs                                              | EA   | 3        | \$ 350                 | \$ 1,050.00   | \$ 150                 | \$ 450.00     |
| 8.05                                                        | 8040-E         | U-Shaped Rail Steel Posts                                  | EA   | 3        | \$ 250                 | \$ 750.00     | \$ 200                 | \$ 600.00     |
| 8.06                                                        | 8040-I         | Remove and Reinstall Traffic Signs                         | EA   | 5        | \$ 500                 | \$ 2,500.00   | \$ 200                 | \$ 1,000.00   |
| <b>Division 9: Site Work and Landscaping</b>                |                |                                                            |      |          |                        |               |                        |               |
| 9.01                                                        | 9010-A         | Conventional Seeding and Fertilizing, Type 4, 100% Annua   | AC   | 0.40     | \$ 7,500               | \$ 3,000.00   | \$ 505                 | \$ 202.00     |
| 9.02                                                        | 9010-A         | Conventional Seeding and Fertilizing, Type 1               | AC   | 0.40     | \$ 10,000              | \$ 4,000.00   | \$ 3,000               | \$ 1,200.00   |
| 9.03                                                        | 9010-B         | Hydraulic Mulching, Temporary, BFM                         | AC   | 0.80     | \$ 10,000              | \$ 8,000.00   | \$ 4,600               | \$ 3,680.00   |
| 9.04                                                        | 9040-F-1       | Wattle, Installation                                       | LF   | 1,500    | \$ 3                   | \$ 4,500.00   | \$ 2                   | \$ 3,000.00   |
| 9.05                                                        | 9040-F-2       | Wattle, Removal                                            | LF   | 1,500    | \$ 1.50                | \$ 2,250.00   | \$ 0.30                | \$ 450.00     |
| 9.06                                                        | 9040-T-1       | Inlet Protection Device, Drop-In, Installation & Removal   | EA   | 5        | \$ 500                 | \$ 2,500.00   | \$ 200                 | \$ 1,000.00   |
| 9.07                                                        | 9040-T-1       | Inlet Protection Device, Surface-Applied, Installation and | EA   | 2        | \$ 200                 | \$ 400.00     | \$ 115                 | \$ 230.00     |
| 9.08                                                        | 9040-T-2       | Intake Protection Device, Maintenance                      | EA   | 7        | \$ 50                  | \$ 350.00     | \$ 25                  | \$ 175.00     |
| 9.09                                                        | 9999-A         | Remove & Replace Landscaping Rock                          | SY   | 91       | \$ 40                  | \$ 3,640.00   | \$ 135                 | \$ 12,285.00  |
| <b>Division 11: Miscellaneous</b>                           |                |                                                            |      |          |                        |               |                        |               |
| 11.01                                                       | 11020-A        | Mobilization                                               | LS   | 1        | \$ 80,000              | \$ 80,000.00  | \$ 102,000             | \$ 102,000.00 |
| 11.02                                                       | 11050-A        | Concrete Washout, Roll-Off Container                       | LS   | 1        | \$ 3,000               | \$ 3,000.00   | \$ 1,000               | \$ 1,000.00   |
| <b>CONSTRUCTION TOTAL</b>                                   |                |                                                            |      |          | <b>\$ 1,145,200.00</b> |               | <b>\$ 1,144,144.00</b> |               |



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at \_\_\_\_\_ .M. on \_\_\_\_\_, 2025, at this place.

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 MAKING AWARD OF CONSTRUCTION  
CONTRACT FOR THE SW WALNUT STREET AND SW  
ORDNANCE ROAD WATER MAIN**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF  
IOWA:**

Section 1. That the following bid for the construction of certain public improvements described in general as the SW Walnut Street and SW Ordinance Road Water Main, described in the plans and specifications heretofore adopted by this Council on February 17, 2025, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: On Track Construction, LLC of Nevada, Iowa

Amount of bid: \$1,144,144.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 17th day of February, 2025.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW WALNUT STREET AND SW ORDNANCE ROAD WATER MAIN", 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 SW WALNUT STREET AND SW  
ORDNANCE ROAD WATER MAIN

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 SW Walnut Street and SW Ordinance Road Water Main, 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: On Track Construction, LLC of Nevada, Iowa

Amount of bid: \$1,144,144.00

Bond surety: \_\_\_\_\_

Date of bond: \_\_\_\_\_

Portion of project: All construction work

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





## SW Walnut and Ordinance Watermain Improvements



## CONTRACT

THIS CONTRACT, made and entered into at Ankeny, Iowa this 17<sup>th</sup> day of February, 2025, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and On Track Construction, LLC, 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:

### SW Walnut Street and SW Ordinance Road Water Main

The SW Walnut Street and SW Ordinance Road Water Main shall include the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3<sup>rd</sup> Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing main adjacent to the police station. The water main along SW Walnut Street shall be bored installation while the water main along SW Ordinance Road shall be a combination of bored and open cut installation. Project also includes the addition of on-street diagonal parking on the west side of SW Walnut from approximately 125' south of SW 3<sup>rd</sup> Street to approximately 70' south of the High Trestle Trail.

The construction improvements include approximately 3,120 LF of trenchless 8" water main, 430 LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, pavement markings, 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 One Hundred Forty-Four Thousand One Hundred Forty-Four and 00/100 DOLLARS (\$1,144,144.00), 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 substantially complete the overall project within **one hundred thirty (130) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed; with the new pavement markings and signs installed; and the driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** after the punch list has been provided to the Contractor following substantial completion of the overall project. 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 \_\_\_\_\_

(Seal)  
ATTEST:

\_\_\_\_\_

**CONTRACTOR:**

On Track Construction, LLC  
Contractor

By \_\_\_\_\_  
Signature

President  
Title

1435 West F. Ave.  
Street Address

Nevada, Iowa, 50201  
City, State, Zip Code

888-850-0208  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C1321-24 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\_\_\_\_

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Story County)

On this 13<sup>th</sup> day of February, 2022, before me a Notary Public in and for said county, personally appeared Matt Runge, to me personally known, who being by me duly sworn did say that person is Matt Runge of said on Tror Construction, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Matt Runge, and that said instrument was signed and sealed on behalf of the said on Tror Construction, by authority of its managers and the said Matt Runge acknowledged the execution of said instrument to be the voluntary act and deed of said on Tror Construction, by it voluntarily executed.



Tracy L. Rhoads  
Notary Public in and for the State of Iowa  
My commission expires Nov. 2, 2022

## 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>EARTHWORK</b>                              |      |       |             |              |
| 2.01     | Clearing and Grubbing                         | LS   | 1     | \$19,150.00 | \$19,150.00  |
| 2.02     | Topsoil, On-site                              | CY   | 267   | \$40.00     | \$10,680.00  |
| 2.03     | Excavation, Class 10                          | CY   | 114   | \$20.00     | \$2,280.00   |
| 2.04     | Excavation, Class 10, Borrow                  | CY   | 52    | \$45.00     | \$2,340.00   |
| 2.05     | Subgrade Preparation, 6-in.                   | SY   | 1,416 | \$6.00      | \$8,496.00   |
| 2.06     | Subgrade Treatment, Geogrid                   | SY   | 141   | \$12.00     | \$1,692.00   |
| 2.07     | Compaction Testing                            | LS   | 1     | \$2,500.00  | \$2,500.00   |
|          | <b>TRENCH AND TRENCHLESS CONSTRUCTION</b>     |      |       |             |              |
| 3.01     | Trench Compaction Testing                     | LS   | 1     | \$3,500.00  | \$3,500.00   |
|          | <b>SEWERS AND DRAINS</b>                      |      |       |             |              |
| 4.01     | Storm Sewer, Trenched, Gasketed-RCP, 15-in.   | LF   | 16    | \$175.00    | \$2,800.00   |
| 4.02     | Storm Sewer, Trenched, RCP, 15-in.            | LF   | 92    | \$120.00    | \$11,040.00  |
| 4.03     | Storm Sewer, Trenched, PVC, 12-in.            | LF   | 16    | \$140.00    | \$2,240.00   |
| 4.04     | Storm Sewer, Trenchless, PVC, 15-in.          | LF   | 50    | \$390.00    | \$19,500.00  |
| 4.05     | Removal of Storm Sewer                        | LF   | 48    | \$35.00     | \$1,680.00   |
| 4.06     | Pipes Culvert, Trenched, RCP, 12-in.          | LF   | 22    | \$110.00    | \$2,420.00   |
|          | <b>WATER MAINS AND APPURTENANCES</b>          |      |       |             |              |
| 5.01     | Water Main, Trenched, C900 DR-18 PVC, 8-in.   | LF   | 425   | \$90.00     | \$38,250.00  |
| 5.02     | Water Main, Trenchless, C900 DR-18 PVC, 8-in. | LF   | 3116  | \$104.00    | \$324,064.00 |
| 5.03     | Fitting, Tee, 8-in. x 8-in.                   | EA   | 2     | \$2,250.00  | \$4,500.00   |
| 5.04     | Fitting, Bend, 11.25 Degree, 8-in.            | EA   | 1     | \$2,250.00  | \$2,250.00   |
| 5.05     | Fitting, Bend, 22.50 Degree, 8-in.            | EA   | 1     | \$2,250.00  | \$2,250.00   |

|                                                   |                                                         |    |       |            |              |
|---------------------------------------------------|---------------------------------------------------------|----|-------|------------|--------------|
| 5.06                                              | Fitting, Bend, 45 Degree, 8-in.                         | EA | 2     | \$2,250.00 | \$4,500.00   |
| 5.07                                              | Fitting, Reducer, 8-in. x 6-in.                         | EA | 1     | \$1,950.00 | \$1,950.00   |
| 5.08                                              | Water Service Stub, Same Side of Street, PEX, 1-in.     | EA | 21    | \$2,550.00 | \$53,550.00  |
| 5.09                                              | Water Service Stub, Opposite Side of Street, PEX, 1-in. | EA | 21    | \$4,400.00 | \$92,400.00  |
| 5.10                                              | Water Main Abandonment, Cap, 6-in.                      | EA | 7     | \$1,300.00 | \$9,100.00   |
| 5.11                                              | Water Main Removal, 6-in.                               | LF | 223   | \$30.00    | \$6,690.00   |
| 5.12                                              | Water Main Removal, 8-in.                               | LF | 36    | \$30.00    | \$1,080.00   |
| 5.13                                              | Valve, Gate, RW, 6-in.                                  | EA | 1     | \$2,400.00 | \$2,400.00   |
| 5.14                                              | Valve, Gate, RW, 8-in.                                  | EA | 4     | \$3,000.00 | \$12,000.00  |
| 5.15                                              | Fire Hydrant Assembly                                   | EA | 7     | \$8,000.00 | \$56,000.00  |
| 5.16                                              | Fire Hydrant Assembly Removal                           | EA | 6     | \$2,650.00 | \$15,900.00  |
| 5.17                                              | Valve Box Removal                                       | EA | 4     | \$800.00   | \$3,200.00   |
| 5.18                                              | Fire Hydrant Assembly Remove and Reinstall              | EA | 1     | \$5,000.00 | \$5,000.00   |
| <b>STRUCTURES FOR SANITARY &amp; STORM SEWERS</b> |                                                         |    |       |            |              |
| 6.01                                              | Manhole, SW 401, 48-in.                                 | EA | 1     | \$5,000.00 | \$5,000.00   |
| 6.02                                              | Intake, SW 511                                          | EA | 1     | \$4,000.00 | \$4,000.00   |
| 6.03                                              | Connection to Existing Intake                           | EA | 1     | \$3,000.00 | \$3,000.00   |
| <b>STREETS &amp; RELATED WORK</b>                 |                                                         |    |       |            |              |
| 7.01                                              | Pavement, PCC, 7-in., C-SUD                             | SY | 1,330 | \$93.50    | \$124,355.00 |
| 7.02                                              | PCC Pavement Samples and Testing                        | LS | 1     | \$5,000.00 | \$5,000.00   |
| 7.03                                              | Removal of Granular Surfacing                           | SY | 85    | \$22.00    | \$1,870.00   |
| 7.04                                              | Removal of Sidewalk                                     | SY | 684   | \$10.50    | \$7,182.00   |
| 7.05                                              | Removal of Shared Use Path                              | SY | 11    | \$11.00    | \$121.00     |
| 7.06                                              | Removal of Driveway                                     | SY | 218   | \$12.00    | \$2,616.00   |
| 7.07                                              | Shared Use Path, PCC, 6-in.                             | SY | 20    | \$80.00    | \$1,600.00   |
| 7.08                                              | Sidewalk, PCC, 5-in.                                    | SY | 793   | \$67.00    | \$53,131.00  |
| 7.09                                              | Sidewalk, PCC, 6-in.                                    | SY | 70    | \$81.00    | \$5,670.00   |
| 7.10                                              | Detectable Warnings, Galvanized Steel                   | SF | 84    | \$55.00    | \$4,620.00   |
| 7.11                                              | Driveway, PCC, 6-in.                                    | SY | 265   | \$78.00    | \$20,670.00  |
| 7.12                                              | Granular Surfacing, Class A Crushed Stone, 12-in.       | SY | 10    | \$27.00    | \$270.00     |
| 7.13                                              | Full Depth Patches, PCC, 7-in., C-SUD                   | SY | 95    | \$110.00   | \$10,450.00  |

|       |                                                                    |     |       |              |              |
|-------|--------------------------------------------------------------------|-----|-------|--------------|--------------|
| 7.14  | Full Depth Patches, HMA                                            | SY  | 37    | \$130.00     | \$4,810.00   |
| 7.15  | Pavement Removal                                                   | SY  | 1035  | \$17.00      | \$17,595.00  |
|       | <b>TRAFFIC</b>                                                     |     |       |              |              |
| 8.01  | Pavement Markings, Waterborne, White                               | STA | 8.5   | \$860.00     | \$7,310.00   |
| 8.02  | Painted Symbols and Legends, Waterborne                            | EA  | 2     | \$125.00     | \$250.00     |
| 8.03  | Temporary Traffic Control                                          | LS  | 1     | \$11,950.00  | \$11,950.00  |
| 8.04  | Traffic Signs                                                      | EA  | 3     | \$150.00     | \$450.00     |
| 8.05  | U-Shaped Rail Steel Posts                                          | EA  | 3     | \$200.00     | \$600.00     |
| 8.06  | Remove and Reinstall Traffic Signs                                 | EA  | 5     | \$200.00     | \$1,000.00   |
|       | <b>SITE WORK &amp; LANDSCAPING</b>                                 |     |       |              |              |
| 9.01  | Conventional Seeding and Fertilizing, Type 4                       | AC  | 0.40  | \$505.00     | \$202.00     |
| 9.02  | Hydraulic Seeding and Fertilizing, Type 1                          | AC  | 0.40  | \$3,000.00   | \$1,200.00   |
| 9.03  | Hydraulic Mulching, Temporary, BFM                                 | AC  | 0.80  | \$4,600.00   | \$3,680.00   |
| 9.04  | Wattle, Installation                                               | LF  | 1,500 | \$2.00       | \$3,000.00   |
| 9.05  | Wattle, Removal                                                    | LF  | 1,500 | \$0.30       | \$450.00     |
| 9.06  | Inlet Protection Device, Drop-In, Installation & Removal           | EA  | 5     | \$200.00     | \$1,000.00   |
| 9.07  | Inlet Protection Device, Surface-Applied, Installation and Removal | EA  | 2     | \$115.00     | \$230.00     |
| 9.08  | Intake Protection Device, Maintenance                              | EA  | 7     | \$25.00      | \$175.00     |
| 9.09  | Remove & Replace Landscaping Rock                                  | SY  | 91    | \$135.00     | \$12,285.00  |
|       | <b>MISCELLANEOUS</b>                                               |     |       |              |              |
| 11.01 | Mobilization                                                       | LS  | 1     | \$102,000.00 | \$102,000.00 |
| 11.02 | Concrete Washout, Roll-Off Container                               | LS  | 1     | \$1,000.00   | \$1,000.00   |

**TOTAL AMOUNT BID =**

**\$ 1,144,144.00**

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, On Track Construction, LLC, as Principal (hereinafter the "Contractor" or "Principal") and IMT Insurance 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 One Hundred Forty-Four Thousand One Hundred Forty Four and 00/100 DOLLARS (\$1,144,144.00), 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 17th day of February, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**SW Walnut Street and SW Ordinance Road Water Main**

The SW Walnut Street and SW Ordinance Road Water Main shall include the installation of approximately 3,550 LF of 8" water main along the west side of SW Walnut Street from SW 3<sup>rd</sup> Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing main adjacent to the police station. The water main along SW Walnut Street shall be bored installation while the water main along SW Ordinance Road shall be a combination of bored and open cut installation. Project also includes the addition of on-street diagonal parking on the west side of SW Walnut from approximately 125' south of SW 3<sup>rd</sup> Street to approximately 70' south of the High Trestle Trail.

The construction improvements include approximately 3,120 LF of trenchless 8" water main, 430 LF of trenched 8" water main, approximately 1,330 SY of 7" thick PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, driveways, sidewalks, pavement markings, 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 17th day of February, 2025.

**PRINCIPAL:**

On Track Construction, LLC  
Contractor  
By   
Signature  
President  
Title

**SURETY:**

IMT Insurance Company  
Surety Company  
By   
Signature Attorney-in-Fact Officer  
Courtney Meyer  
Printed Name of Attorney-in-Fact Officer  
AssuredPartners Great Plains LLC  
Company Name  
4200 University Ave #200  
Company Address  
West Des Moines, IA 50266  
City, State, Zip Code  
515-244-0166  
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.



## POWER OF ATTORNEY

Know All Persons By These Presents, that **IMT Insurance Company** a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

**Jeffrey R. Baker, E. A. von Harz, Brandon Horbach,  
Greg T. LaMair, Joseph I. Schmit, Courtney Meyer and Juliana Bartlett**

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

\*\*\*\*\*Unlimited Amounts\*\*\*\*\*

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, **IMT Insurance Company** has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 17th day of February, 2025.

**IMT Insurance Company**

Sean Kennedy, President

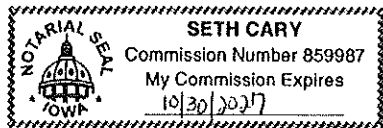


STATE OF IOWA  
COUNTY OF Dallas

ss:

On this 17th day of February, 2025, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the **IMT Insurance Company**, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Notary Public, Dallas County, Iowa

## CERTIFICATE

I, Greg Blythe, Secretary of the **IMT Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of the **POWER-OF-ATTORNEY**, executed by said the **IMT Insurance Company**, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 17th day of February, 2025.

Greg Blythe, Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2025

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><br>AssuredPartners Great Plains, LLC<br>4200 University Ave., Suite 200<br>West Des Moines IA 50266-5945<br><br>License#: 1001000272<br>ONTRACK-02 | <b>CONTACT NAME:</b> Brenda Trogdon<br><b>PHONE (A/C, No, Ext):</b> 515-237-0169<br><b>FAX (A/C, No):</b> 515-237-0169<br><b>E-MAIL ADDRESS:</b> Brenda.Trogdon@Assuredpartners.com |
|                                                                                                                                                                    | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Selective Insurance Company of the Southeast<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :         |
| <b>INSURED</b><br>On Track Construction, LLC<br>PO Box 524<br>1435 West F Avenue<br>Nevada IA 50201                                                                | <b>NAIC #</b><br>39926                                                                                                                                                              |

**COVERAGES** **CERTIFICATE NUMBER:** 756894054 **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"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | Y Y                | S2270041      | 4/1/2024                | 4/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                         | Y Y                | S2270041      | 4/1/2024                | 4/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                       |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                    | Y Y                | S2270041      | 4/1/2024                | 4/1/2025                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                          |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         | Y/N<br>N N/A       | WC9039908     | 4/1/2024                | 4/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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)

Job #2506AK  
Project Name: SW Walnut Street and SW Ordinance Road Water Main  
Includes additional insured:  
MSA Professional Services, Inc.  
1555 SE Delaware Ave.  
Suite F  
Ankeny, IA 50021

See Attached...

|                                                                                                                                  |                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Ankeny Municipal Utilities Department<br>1210 NW Prairie Ridge Drive<br>Ankeny IA 50023 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                             |           |                                                                                                    |  |
|---------------------------------------------|-----------|----------------------------------------------------------------------------------------------------|--|
| AGENCY<br>AssuredPartners Great Plains, LLC |           | NAMED INSURED<br>On Track Construction, LLC<br>PO Box 524<br>1435 West F Avenue<br>Nevada IA 50201 |  |
| POLICY NUMBER                               |           | EFFECTIVE DATE:                                                                                    |  |
| CARRIER                                     | NAIC CODE |                                                                                                    |  |

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Third Party Cancellation Notification - 30 Days with respects to the General Liability, Auto and Umbrella policies per form IL7990 (08/18)

The Jurisdiction, 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, and all its officers, agents, and consultants, are an Additional Insured status on a primary and non-contributory basis and Iowa Governmental Immunity applies with respects to the General Liability policy per form CG7980 (04/11)

The Jurisdiction, 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, and all its officers, agents, and consultants, are an Additional Insured - Ongoing Operations and Completed Operations on a primary and non-contributory basis when required in a written contract, agreement or permit with respects to the General Liability policy per form CG7988 (10/23)

Waiver of Subrogation applies in favor of additional insured when required in a written contract, agreement or permit to the General Liability policy per form CG7300 (01/19)

The Jurisdiction, 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, and all its officers, agents, and consultants, are an Additional Insured - Owners, Lessees or Contractors; Lessors of Leased Equipment; Managers or Lessors of Premises; Mortgagees, Assignees and Receivers; Any Other person or organization other than a joint venture; Grantors or Permits when agreed to in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7300 (01/19)

The Jurisdiction, 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, and all its officers, agents, and consultants, are an Additional Insured on a primary and non-contributory basis when required in a written contract, permit or agreement with respects to the Auto Liability policy per form CA7809 (11/17)

Waiver of subrogation applies when required in an insured contract to the Auto Liability policy per form CA7809 (11/17)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Umbrella policy is follow form over the General Liability policy with respect to Additional insured status per form CXL4 (04/03)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Approval of official council actions of the regular meeting of February 3, 2025 as published, subject to correction, as recommended by the City Clerk.

ORIGINATING DEPARTMENT  
City Clerk

COUNCIL GOAL

ACTION REQUESTED  
Motion  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CC 2-03-2025

## MINUTES OF THE ANKENY CITY COUNCIL

Monday, February 3, 2025 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Bobbi Bentz, Mayor

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

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Mayor Bobbi Bentz called the meeting to order at 5:30 p.m. Council Members Jeff Perry, Joe Ruddy, and Todd Shafer were in attendance. Council Member Dustin Graber joined the meeting electronically. Council Member Kelly Stearns was absent. City Manager Mike Schrock and City Attorney Pat Burk were also present. Mayor Bentz led in the Pledge of Allegiance.

### PUBLIC FORUM

1. Craig Fraser, Ankeny Fire, shared trauma experiences involved with serving as a first responder.
2. Renee Potts spoke about MLK Jr. Day and Black History Month activities.

### APPROVAL OF AGENDA

1. Council Member Shafer moved, Ruddy seconded, to approve and accept the February 3, 2025 agenda without amendment. Ayes: 4.

### PUBLIC HEARING

1. PH 2025-04. Mayor Bentz announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the SW Des Moines Street Utility Improvements – SW Ordinance Road to SW Kenworthy Drive project. Notice of this hearing was published in the Des Moines Register on the 17<sup>th</sup> day of January, 2025.

Mark Mueller, Public Works Director, reported that the project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer on SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive. The project also includes the replacement of water main and PCC patching on SW Kenworthy Drive from SW Des Moines Street to SW Lynn Drive.

Mayor Bentz then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2025-04. Ayes: 4. Council Member Ruddy moved, Shafer seconded, to adopt 1) **RESOLUTION 2025-038** adopting plans, specifications, form of contract, estimate of cost \$1,960,000.00 and enhancement of payment; 2) receive and file report of bids received January 28, 2025; 3) **RESOLUTION 2025-039** making award of construction contract with Shekar Engineering, PLC in the amount of \$1,647,725.65; and 4) **RESOLUTION 2025-040** approving contract and bonds with Shekar Engineering, PLC in the amount of \$1,647,725.65. Ayes: Ruddy, Shafer, Graber, Perry.

2. PH 2025-05. Mayor Bentz announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the NW Irvinedale Drive & NW 18<sup>th</sup> Street Intersection Improvements project. Notice of this hearing was published in the Des Moines Register on the 17<sup>th</sup> day of January, 2025.

Mark Mueller, Public Works Director, reported that the project includes reconstruction of the intersection to provide dedicated left-turn lanes, right-turn lanes, and an urban cross section from approximately 500 feet west to 475 feet east of NW Irvinedale Drive along NW 18th Street, and 650 feet south to 750 north of NW 18th Street along NW Irvinedale Drive. The project also includes temporary pavement to transition the north and south limits of NW Irvinedale Drive from the existing rural to the proposed urban cross section.

Mayor Bentz then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2025-05. Ayes: 4. Council Member Ruddy moved, Shafer seconded, to adopt 1) **RESOLUTION 2025-041** adopting plans, specifications, form of contract, estimate of cost \$3,669,401.65, and enhancement of payment; 2) receive and file report of bids received January 28, 2025; 3) **RESOLUTION 2025-042** making award of construction contract with Shekar Engineering, PLC in the amount of \$2,527,796.34; and 4) **RESOLUTION 2025-043** approving contract and bonds with Shekar Engineering, PLC in the amount of \$2,527,796.34. Ayes: Ruddy, Shafer, Graber, Perry.

## APPROVAL OF CONSENT AGENDA

### Minutes

1. Official council actions of the regular meeting of January 21, 2025, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 3, 2024.
3. Receive and file minutes of the Library Board of Trustee meeting of November 21, 2024.

### Licenses and Permits

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

### Finance/Budget

5. Change Order #2 increasing the contract amount by \$46,836 with Reliant Fire Apparatus, Inc. of Slinger, Wisconsin for two fire engines.
6. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$50,000.00 with Snyder and Associates, Inc. for construction services on the NW Northlawn Area Utility Improvements - Phase 4 project.
7. Payment #12 in the amount of \$4,507.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
8. Payment #5 in the amount of \$166,706.29 to Brothers Cleaning Corporation, DBA Brothers Concrete, for construction services on the Rally Complex Park Development project.
9. Payment #1 in the amount of \$56,578.38 to Eick & Day Construction for construction services on the Otter Creek Clubhouse Renovations project.
10. Payment #6 in the amount of \$30,131.30 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.
11. Payment #28 in the amount of \$12,967.60 to Foth Infrastructure and Environment, for engineering services on the North Four Mile Creek Trunk Sewer project.
12. Payment #21 in the amount of \$7,099.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
13. Payment #8 in the amount of \$14,806.12 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
14. Payment #9 in the amount of \$6,896.52 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 project.

15. Payment #6 in the amount of \$13,163.75 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam Improvements project.
16. Payment #20 in the amount of \$20,766.85 to Snyder & Associates Inc., for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
17. Payment #35 in the amount of \$3,916.98 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
18. Payment #42 in the amount of \$9,636.03 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
19. February 3, 2025 Accounts Payable by fund: General \$228,107.44; Hotel Motel Tax \$202,529.35; Road Use Tax \$93,099.52; Library \$905.52; Water \$1,198,557.24; Sewer \$33,007.56; Storm Water \$2,416.79; Golf Course \$73,463.57; Enterprise Project \$40,308.53; Revolving \$1,990.45; Risk Management \$82,558.32; Health Insurance \$126.00; Capital Projects \$333,110.12; Payroll Totals \$2,435,150.29; Transfers/ACH (\$220,015.81); Agenda Payments Approved Separately (\$347,176.57); Grand Total \$4,158,138.32.
20. **RESOLUTION 2025-044** authorizing the purchase of traffic signal cabinets for SE Oralabor Road Traffic Signal Upgrades.

#### Community Development Items

21. **RESOLUTION 2025-045** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 3525 NW State Street and associated with the development of the McDonald's Site Plan.
22. **RESOLUTION 2025-046** accepting a warranty deed for additional NE Delaware Avenue right of way associated with development at 5180 NE Delaware Avenue.

#### Capital Improvement Projects

23. Professional Services Agreement with Confluence for the conceptual design, construction drawings and construction administration services for the development of Trestle Ridge Park in an amount not to exceed \$49,500.00.
24. Professional Services Agreement with Snyder & Associates, Inc. for the concept study, conceptual design, and topographic survey for the South Ankeny Boulevard and SE Oralabor Road Improvements project in an amount not to exceed \$138,900.00.

### APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-24. Ayes: Shafer, Ruddy, Graber, Perry.

### LEGISLATIVE BUSINESS

#### Boards/Commissions Appointments

25. Council Member Shafer moved, Ruddy seconded, to approve mayoral appointment of Matt Davis to the Economic Development Council. Ayes: Shafer, Ruddy, Graber, Perry.

#### Approval of Ordinances

26. **Ord 2190.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa by rezoning certain property owned by Denny Elwell Family LC from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. Council Member Ruddy moved, Shafer seconded, to accept third consideration of ORDINANCE 2190, sending it on its final passage and publication as required by law. Ayes: Ruddy, Shafer, Graber, Perry.



27. **Ord 2191.** An Ordinance vacating a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BL 16951 PG 86 Credit Union Plaza. Council Member Shafer moved, Ruddy seconded, to accept second consideration of ORDINANCE 2191. Ayes: Shafer, Ruddy, Graber, Perry.

## **NEW BUSINESS**

1. Proposed 2025 State Legislative Priorities. Council Member Shafer moved, Perry seconded, to adopt **RESOLUTION 2025-047** establishing the City of Ankeny's 2025 State Legislative Priorities. Ayes: Shafer, Perry, Graber, Ruddy.

## **ADJOURNMENT**

1. Meeting was adjourned at 6:10 p.m.

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Michelle Yuska, City Clerk

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Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 2/14/25.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Receive and file minutes of the Plan and Zoning Commission meeting of January 22, 2025.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. P&Z Minutes 2025-01-22

**Meeting Minutes**  
**Plan & Zoning Commission Meeting**  
Wednesday, January 22, 2025  
Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

**CALL TO ORDER**

Chair Ted Rapp called the January 22, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

**ROLL CALL**

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

**AMENDMENTS TO THE AGENDA**

T.Rapp requested to have Item #5, Pine Lake Estates Plat 2 Final Plat be removed from the Consent Agenda.

Motion by T.Flack to approve and accept the January 22, 2025 agenda with removing Item #5 from the Consent Agenda. Second by G.Hunter. All voted aye. Motion carried 7 – 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 December 3, 2024 minutes of the Plan and Zoning Commission meeting.

**Item #2. Corporate Woods Business Park Plat 6 Final Plat**

Motion to recommend City Council approval of Corporate Woods Business Park Plat 6 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along SE Convenience Boulevard in the amount estimated to be \$7,689.00.

**Item #3. 6155 SE Convenience Blvd - Baker Group SE Convenience Blvd Site Plan**

Motion to approve the site plan for 6155 SE Convenience Boulevard, Baker Group SE Convenience Blvd Site Plan, allowing a temporary mesh screening fence for a maximum of 2 years, with any extensions beyond that requiring approval by the Plan and Zoning Commission.

**Item #4. 1955 SE Oak Drive - Taylored Expressions Building Addition Site Plan**

Motion to approve the site plan for 1955 SE Oak Drive, Taylored Expressions Building Addition Site Plan.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Items #1 - #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

**REMOVED CONSENT AGENDA ITEMS**

**Item #5. Pine Lake Estates Plat 2 Final Plat**

Motion by L.West to recommend City Council approval of the Pine Lake Estates Plat 2 Final Plat. Second by R.Weisheit. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).

## **REPORTS**

### **City Council Meeting**

E.Jensen reported on the January 21, 2025 City Council meeting.

### **Director's Report**

E.Jensen presented the tentative agenda items for the Tuesday, February 4, 2025 Plan and Zoning Commission meeting, the December 2024 Building Permits Report and the Plan and Zoning Commission 2024 Annual Report.

### **Commissioner's Reports**

T.Rapp said he is impressed to see that Taylored Expressions is adding on so quickly.

## **MISCELLANEOUS ITEMS**

February 3, 2025 – 5:30 p.m. City Council Meeting Representative: Staff

## **ADJOURNMENT**

There being no further business, Chair Rapp adjourned the meeting. Meeting adjourned at 6:45 p.m.



Submitted by Brenda Fuglsang, Secretary  
Plan & Zoning Commission



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Receive and file minutes of the Zoning Board of Adjustment meeting of December 17, 2024.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. ZBOA Minutes 2024-12-17



**Meeting Minutes**  
**Zoning Board of Adjustment**  
Tuesday, December 17, 2024  
Ankeny City Council Chambers  
1250 SW District Drive, Second Floor, Ankeny, Iowa

**CALL TO ORDER**

Chair Matt Ott called the December 17, 2024 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

**ROLL CALL**

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

**AMENDMENTS TO THE AGENDA**

There were no amendments to the agenda.

**MINUTES OF THE NOVEMBER 5, 2024 REGULAR MEETING**

Motion by K.Tomlinson to approve the meeting minutes as submitted. Second by J.Baxter. Motion carried 5 – 0.

**COMMUNICATIONS / CORRESPONDENCE**

The Board received correspondence regarding Appeal #24-20 from Jennifer Van Thomme, Nicole Schuchart and an Anonymous Neighbor.

**BUSINESS ITEMS**

**PUBLIC HEARINGS:**

**#24-20**

**Cody Moravec**

***for property located at***

**2324 SW Abilene Road**

**Lot 14, Estates at Prairie Trail Plat 3**

**RE: Variance - Fence**

Chair M.Ott opened the public hearing.

Cody Moravec, 2324 SW Abilene Road, Ankeny said he is requesting a variance to allow him to place a 6-foot privacy fence in the back yard of his property.

There were no questions from the Board.

E.Jensen reported that the applicant is requesting a Variance to allow for a six-foot tall privacy fence to be constructed approximately 20 feet into the street side yard setback adjacent to the southern property line. He said the subject property is located at 2324 SW Abilene Road in the Prairie Trail PUD and contains a single-family house on the lot. The property is approximately 15,684 sq. ft. in size and is zoned Prairie Trail Planned Unit Development. He noted that the properties to the north, east and west are single family homes and the property to the south is the Sterling at Prairie Trail multifamily community. E.Jensen stated that the subject property is classified as an Estate Lot, which is one of the larger classifications in the Prairie Trail development and noted that the home faces SW Abilene Road. As a corner lot in Prairie Trail, the lot is required to have a front yard setback and a street side yard setback, which is along SW Plaza Parkway. He presented the site plan that was submitted when the house was constructed and provided the setback requirements for the subject property, noting that the house is set back 27 feet from the front property line along SW Abilene Road and 20 feet from the street side yard property line along SW Plaza Parkway. E.Jensen explained that the lot was platted in 2014 and the residence on the property was constructed in 2015 – 2016. According to the Polk County Assessor's records, the applicant purchased the home in September 2016. He noted that as of today, there is not currently a fence on the property. E.Jensen stated that the applicant submitted a fence permit in November of this year to construct a six-foot tall vinyl privacy fence that would enclose the rear and street side yard of the



lot. E.Jensen explained the proposed location of the fence, noting that the fence along the street side yard would be within approximately two feet of the sidewalk. The fence permit was denied due to the fence regulations of the Prairie Trail Planned Unit Development (PUD). Additionally, the applicant was informed by staff that the proposed fence was also likely to be in conflict with the private covenants of the Prairie Trail Development. E.Jensen shared that the City does not administer private covenants, but staff does try to monitor them and notify property owners if they may be in violation. Upon denial of the fence permit, the applicant submitted a Variance application.

E.Jensen noted that since the Board has never seen a Variance request within the Prairie Trail PUD, his report will include background information related specifically to this development. He explained that the Prairie Trail development was a partnership between DRA Properties and the City of Ankeny; and that there are three regulating documents for Prairie Trail that build on one another, which include the Master Plan, the Pattern Book and the Planned Unit Development (PUD) Ordinance. E.Jensen presented to the Board information on how Prairie Trail was to be developed beginning in 2006, further explaining in detail the intention of the Master Plan, the Pattern Book and the PUD Ordinance as they relate to all properties that lie within the Prairie Trail development.

He specifically shared that with regard to the Variance request for the fence, the Pattern Book includes specific guidelines for fencing. For this specific request, the relevant sections are located on Page F-22, which states *"For side yards along public streets, fences shall have a maximum height of 48 inches..."* and on Page F-18, which is specific for Estate Lots that are also corner lots, such as the subject property, it states that fences can be a *"...36 or 48-inch fence along side property line."*

The original PUD document, which was adopted in 2007, specifically with regard to fencing, contained the following requirements:

- *"Fences and Hedges are encouraged on corner lots and must respect the visibility at street and sidewalk intersections. Front yard and street side yard locations may not exceed 48" and need to adhere closely to the landscaping character established by Section D of the Pattern Book. Fencing in the rear yard locations and exceeding 48" in height is required to be a two pattern fence with the top two feet being open weave of 50% opacity."*

The relevant section of the original PUD fence language above states that fences may not exceed 48" in front yard and street side yard locations. In 2011, the PUD was amended and the fencing language was updated to be clearer and rely less on references to the Pattern Book. The new language section relevant to the current Variance request is as follows:

- *Fences shall be permitted in any yard.*
  - *Fences located in front and side yards adjacent to a public street right-of-way shall not exceed 42 inches in height.*

E.Jensen stated that after the 2011 adoption of these new standards, it was noted that the original PUD allowed 48-inch fences in front yards and street side yard locations and that the new language limited those fences to only 42 inches. He noted that the Pattern Book guidelines also allowed up to 48-inch fences in these situations. He said that because it is clear that the original intent of the Pattern Book and the PUD was that 48-inch fences should be allowed in front and street side yards, staff has administratively allowed 48-inch fences in those circumstances. He said that, to date, there has not been a Variance, of any kind, applied for in Prairie Trail and no fence has been permitted in Prairie Trail that violates these standards. He noted that the design requirements apply to more than just the fences, nearly all aspects of the built environment are regulated. E.Jensen provided to the Board staff's analysis of the proposed Variance with the adopted criteria necessary for approving any Variance request. He stated that based on the criteria for review dictated by the Zoning Ordinance and the reasons outlined in the report, it is Staff's position that the Zoning Board of Adjustment deny a Variance to the Prairie Trail Planned Unit Development (PUD) Ordinance, specifically Section 7.E.3.b.i. of the PUD, which limits the height of fences located within front and side yards adjacent to public street right-of-way to 42 inches, to allow a six-foot tall privacy fence to be constructed two feet from the sidewalk (approximately one foot from the southern property line) adjacent to SW Plaza Parkway at 2324 SW Abilene Road. The staff position is based on a determination that the reduced setback and increased fence height along the public right-of-way is not in harmony with the intended spirit and purpose of the Zoning Ordinance and the Prairie Trail PUD. E.Jensen noted that notices were sent to property owners within 250' of the subject property and staff received three



pieces of correspondence, which was provided to the Board along with letters from the two different associations for Prairie Trail.

Related to the private covenants, J. Baxter said based on the email received from Ashley Johnson, DRA Properties and the letter from Matt Hudson, Hudson Property Management Group, the private covenants would prohibit this fence request. J. Baxter asked staff that if the Board would grant the Variance, DRA Properties and Hudson Property Management Group would have a private right of enforcement to prevent the fence from being built as requested. E. Jensen responded that it would be a possibility, based on the information staff has been provided from Ashley Johnson and Matt Hudson.

M. Ott asked staff to clarify where the 6-foot privacy fence could be located according to the street side yard setback line. E. Jensen said that the 6-foot fence can not be in front of the building wall. In this case, the fence would be allowed at 20-feet since the building wall is at 20-feet. It just can not be any further out then the back corner of the home.

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

Cody Moravec said, if he understood E. Jensen correctly, that if he built a 10-foot addition onto his home he could have an additional 10 feet of side yard enclosed by his fence. E. Jensen responded, yes. Cody Moravec directed comments toward staff related to his request including, but not limited to, that staff believes people who locate in Prairie Trail should be aware of the covenants regarding fences and the neighbors on his street would be able to build 6-foot fences in their back yard but his property along with another one will somehow throw off the aesthetics of the neighborhood with a privacy fence in their back yard. E. Jensen responded that the neighboring fences are not located along a public street. Cody Moravec further commented that the regulations were written 20 years ago. He noted that his neighbor right next to him has a pool and he has video of people stopping to watch the neighbor's teenage daughters in the pool. He is only trying to protect his children from such activity.

Cody Moravec stated that if he placed a 6-foot fence in line with the wall of his home, he believes it would be violating the required space needed for an egress window and asked staff if he would be violating code? E. Jensen responded that he had the Building Division staff take a look at his question related to the egress window. Staff felt that there was plenty of room for someone to get out of the egress window, if the fence was located in the required location. Cody Moravec further commented that, in theory, he could extend his home 10-feet toward SW Parkway Plaza and build the fence to align with his house and the fence would miraculously be okay. E. Jensen responded yes, as long as it is aligned with your home.

Cody Moravec said he is losing privacy in 200-square feet of his yard. The 4-foot fence does not grant him privacy, nor will it be high enough for his German Shephard. He further commented that Prairie Trail started in 2005, and questioned whether they anticipated the current traffic pattern and the amount of people walking on the sidewalks. E. Jensen responded yes, as it was designed to be a major collector street. Cody Moravec questioned whether the original design included the apartments across the street. E. Jensen responded that the plan was for multi-family. Cody Moravec further shared that when he bought the house he was told that he could have a fence and that there would be condos across the street.

Cody Moravec referenced the staff report and commented that he has not had funds until now to put in a pool and his family dynamics has changed, which is prompting the request for his fence. He said that just because he did not build a fence right away does not mean he doesn't need a fence. He said in all the variance requests he has reviewed, staff did not put on a presentation like they have for his request and feels he is being singled out. He questioned the differences in the HOA letter that he received versus the HOA letter that was sent to city staff. He further said he did not see any objections from his neighbors. E. Jensen shared that staff did receive two pieces of correspondence in opposition, which were presented to Cody Moravec.

The Board had no further questions for the applicant.

Motion by M. Ott to close the public hearing, receive and file correspondence. Second by J. Baxter. All voted aye. Motion carried 5 – 0.

N. Sungren shared that her home is on a three-sided corner lot but it is not in Prairie Trail. The home when they moved in had an existing 6-foot fence that was lined up with the house and their entire side yard was not fenced



in due to the setbacks. She stated that it is part of the responsibility when purchasing a home. She does not see anything with this request that makes it a hardship.

M.Ott commented that the Prairie Trail Development is unique. J.Baxter also commented that they intentionally layered restrictions on the property.

K.Tomlinson said that she is not aware of any variance request from a property owner in Prairie Trail. She believes that most of the people moving into Prairie Trail are aware that there are stricter regulations in place.

J.Baxter pointed out that Cody Moravec could still build the requested privacy fence, it just could not be as tall. K.Tomlinson suggested that he could add landscaping in front of the fence for privacy.

B.Walker said he does not see any hardship created by requiring the fence to be in line with the home as required.

K.Tomlinson responded to the argument that there was too much time spent on this request. She believes that it was because the Board has not seen a Variance request in the Prairie Trail Development. She commented that she has been on the Board for 20 years and did not realize how layered Prairie Trail is and how involved the City was in planning it with DRA. It was good information for the Board to know since they have never done a variance in Prairie Trail prior to this request.

#### **Board Action on Filing #24-20 for property located at 2324 SW Abilene Road**

Motion by N.Sungren that the Zoning Board of Adjustment deny a Variance to the Prairie Trail Planned Unit Development (PUD) Ordinance, specifically Section 7.E.3.b.i. of the PUD, which limits the height of fences located within front and side yards adjacent to public street right-of-way to 42 inches, to allow a six-foot tall privacy fence to be constructed approximately two feet from the sidewalk (approximately one foot from the southern property line) adjacent to SW Plaza Parkway at 2324 SW Abilene Road. The Board's position is based on a determination that the reduced setback and increased fence height along the public street right-of-way is not in harmony with the intended spirit and purpose of the Zoning Ordinance and the Prairie Trail PUD. This motion is predicated on a 48-inch fence being allowed within the street side yard and administratively approved by staff. Second by J.Baxter. Motion carried 5 – 0.

Chair M.Ott stated by a vote of 5 – 0 the Variance is denied.

#### **REPORTS**

##### **Renewed Special Use Permits**

- #10-06 Lindo Jalisco Mexican, 1810 SW White Birch Cir., Suite. 118
- #12-02 The Sports Page, 1701 N Ankeny Blvd.
- #15-01 Main Street Cafe & Bakery, 2510 SW White Birch Dr., Suites 1 & 2

E.Jensen thanked Kristi Tomlinson for her 20 years of service on the Board of Adjustment.

There being no further business, meeting adjourned at 5:44 p.m.



Submitted by Brenda Fuglsang, Recording Secretary  
Zoning Board of Adjustment



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

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

ORIGINATING DEPARTMENT  
City Clerk

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED

Motion

LEGAL

Item reviewed by legal counsel.

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. Cazador Mexican Restaurant, Inc. d/b/a Cazador Mexican Restaurant, 103 NE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective March 3, 2025, PENDING DRAM AND DEPT. APPROVALS
2. Hy-Vee, Inc. d/b/a Hy-Vee Market Cafe, 410 N Ankeny Blvd. - Class C Retail Alcohol License (LC) (Renewal) includes Catering & Outdoor Service - Effective March 3, 2025.

CITY MANAGER/STAFF RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

123.143.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file Financial Reports for January 2025.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Finance Report - January

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## Monthly Finance Report – January 2025

### To the Honorable Mayor and City Council:

The financial reports for January are submitted herewith. During this month, the City's financial activities typically slow down due to reduced construction and recreation programming. This shift in activity allows City departments to focus on planning, engineering, snow removal, and budgeting for the upcoming fiscal year. As a result, changes in the City's financial position are generally minimal during the winter months. This slower pace also provides an opportunity to analyze other aspects of the monthly financial reports, including the City's Investment Schedule, which often receives less attention.

The Investment Schedule is presented to the City Council as part of the monthly financial reports. This schedule outlines all of the City's investments by fund, excluding the general checking accounts. For each investment, the report includes details such as the purchasing institution, type of investment, effective interest rate, purchase and maturity dates, investment duration, and principal amounts, including any accrued interest and premiums or discounts. Additionally, cumulative interest earnings and current book balances for each investment are shown. This information allows the Council and the public to review the City's investments, ensuring due diligence and sound management by the Finance Department.

At the bottom of the report (page 2), investment totals are provided by institution and by investment type. The City's investments totaled \$151,377,069 in January and were invested with seven financial institutions and three brokerage firms. Of the City's investments, \$44,500,000 is invested in certificates of deposit, \$55,112,525 is invested in money markets, \$32,247,251 in Treasury securities, \$9,820,212 in government-sponsored enterprise securities and \$9,697,081 is invested in commercial paper.

Current investment rates range from 3.25% to 5.275%. The most recent bids for placing certificates of deposit with local banks are notably lower than last year, dropping by over 110 basis points. While the investment portfolio includes some commercial paper, which may offer more attractive rates compared to other investment types, its use is limited to ensure security and diversification in line with the City's Investment Policy.

For fiscal year 2025, interest income represents 5.97% of the general fund's revenue budget, a moderate increase from the original fiscal year 2024 budget of 5.08%. Moreover, interest income projections for fiscal year 2025 are proposed to be revised from \$3,000,000 up to \$4,100,000. This significant increase is due to the timing of investment purchases made when the market was higher. In 2024, the Federal Reserve implemented two interest rate cuts, with two more expected in 2025. As a result, interest rates on savings products such as savings accounts, certificates of deposit, and fixed-income securities have declined or are expected to decline. These are the types of investments the City is permitted to purchase.

Interest income is a key revenue source for the City, helping to offset utility rates and property taxes. The Investment Schedule gives the City Council a detailed overview of where the City's funds are invested and the returns being earned. Maintaining and managing the City's investment portfolio is crucial for funding

services and ensuring timely payments to vendors, debt holders, and for payroll. This information is provided to the City Council on a monthly basis through the Investment Schedule.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Annette Graeve". The signature is written in a cursive, flowing style.

Annette Graeve  
Finance Officer

CITY OF ANKENY  
CASH AND INVESTMENT RECONCILIATION  
ALL FUNDS  
January 31, 2025

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Cash Basis Fund Balances            | <u><u>\$ 165,538,116.90</u></u> |
| Investments                         | \$ 151,377,069.27               |
| Checking Account Balance (per bank) | 15,384,263.93                   |
| Deposits in Transit                 | 51,912.54                       |
| Outstanding Checks                  | (1,278,203.84)                  |
| Cash Drawer/Petty Cash *            | <u>3,075.00</u>                 |
| Total                               | <u><u>\$ 165,538,116.90</u></u> |

|                           |                    |
|---------------------------|--------------------|
| * Cash Drawer/Petty Cash: |                    |
| Aquatic Centers           | \$ -               |
| City Hall - Finance       | 200.00             |
| City Hall - Front Desk    | 175.00             |
| Library                   | 300.00             |
| Otter Creek Golf Course   | 800.00             |
| Parks and Recreation      | 250.00             |
| Parks - PRSC Concessions  | 325.00             |
| Parks - Senior Center     | 200.00             |
| Police Department         | 100.00             |
| Public Service Building   | 25.00              |
| Community Development     | 100.00             |
| Water Fund                | 600.00             |
|                           | <u>\$ 3,075.00</u> |

**City of Ankeny**  
**Cash Balance Summary**  
**January 31, 2025**

| <b>Fund</b>                    | <b>Budget Number</b> | <b>Cash Balance<br/>July 1, 2024</b> | <b>Revenues</b>         | <b>Transfers<br/>In</b> | <b>Expenditures</b>     | <b>Transfers<br/>Out</b> | <b>Cash Balance<br/>January 31, 2025</b> |
|--------------------------------|----------------------|--------------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|------------------------------------------|
| General:                       |                      |                                      |                         |                         |                         |                          |                                          |
| General                        | 100                  | \$ 38,753,712.75                     | \$ 30,146,211.62        | \$ -                    | \$ 30,841,783.10        | \$ 1,887,805.29          | \$ 36,170,335.98                         |
| Hotel/Motel Tax                | 233                  | 787,540.27                           | -                       | 1,887,805.29            | 1,013,580.95            | -                        | 1,661,764.61                             |
| Special Revenue:               |                      |                                      |                         |                         |                         |                          |                                          |
| Fire Gift                      | 220                  | 34,151.40                            | 985.00                  | -                       | 3,239.79                | -                        | 31,896.61                                |
| Hawkeye Park Player Fees       | 240                  | 29,320.71                            | 2,685.00                | -                       | 4,246.37                | -                        | 27,759.34                                |
| Police Gift                    | 250                  | 23,674.31                            | 3,300.00                | -                       | 5,906.99                | -                        | 21,067.32                                |
| Road Use Tax                   | 260                  | 10,124,517.13                        | 5,731,630.97            | -                       | 5,645,073.08            | -                        | 10,211,075.02                            |
| Police Seizure                 | 270                  | 82,571.31                            | 22,951.43               | -                       | 11,502.50               | -                        | 94,020.24                                |
| Tax Increment Financing        | 280                  | 3,369,937.21                         | 4,253,578.01            | -                       | 99,538.00               | -                        | 7,523,977.22                             |
| Police and Fire Retirement     | 290                  | 1,549,547.83                         | 1,591,284.68            | -                       | 1,903,902.06            | -                        | 1,236,930.45                             |
| Employee Benefits              | 292                  | -                                    | 560,175.31              | -                       | -                       | -                        | 560,175.31                               |
| Landfill Post-Closure          | 295                  | 79,001.56                            | -                       | -                       | -                       | -                        | 79,001.56                                |
| Friends of the Ankeny Library  | 430                  | 82,703.76                            | 10,896.81               | -                       | 28,866.70               | -                        | 64,733.87                                |
| Park Dedication                | 440                  | 432,007.71                           | 19,800.00               | -                       | -                       | -                        | 451,807.71                               |
| Sports Complex Foundation      | 445                  | 159,925.33                           | 8,850.00                | -                       | -                       | -                        | 168,775.33                               |
| Ankeny Garden Club             | 446                  | 11,874.77                            | 1,100.00                | -                       | -                       | -                        | 12,974.77                                |
| Miracle Park Fund              | 448                  | 73,084.80                            | 5,710.58                | -                       | 5,384.25                | -                        | 73,411.13                                |
| Dog Park Trust Fund            | 449                  | 1,447.68                             | 375.00                  | -                       | -                       | -                        | 1,822.68                                 |
| P&R Scholarship Fund           | 450                  | 28,274.72                            | -                       | -                       | -                       | -                        | 28,274.72                                |
| Civic Trust Fund               | 484                  | -                                    | -                       | -                       | -                       | -                        | -                                        |
| Debt Service                   | 300                  | 2,085,241.89                         | 9,095,113.46            | -                       | 2,206,022.93            | -                        | 8,974,332.42                             |
| Enterprise:                    |                      |                                      |                         |                         |                         |                          |                                          |
| Solid Waste                    | 500                  | 542,770.31                           | 878,389.97              | -                       | 852,272.37              | -                        | 568,887.91                               |
| Utility Deposits               | 505                  | 433,824.17                           | 118,028.81              | -                       | 105,700.00              | -                        | 446,152.98                               |
| Water Operations               | 510                  | 19,997,517.03                        | 14,123,960.33           | -                       | 7,464,988.07            | 1,790,771.36             | 24,865,717.93                            |
| Water Improvement              | 520                  | 1,761,600.00                         | -                       | -                       | -                       | -                        | 1,761,600.00                             |
| Water Sinking                  | 530                  | 3,069,450.22                         | -                       | 1,790,771.36            | 386,680.92              | -                        | 4,473,540.66                             |
| Sewer Operations               | 550                  | 15,287,915.06                        | 10,521,524.80           | -                       | 7,026,778.03            | -                        | 18,782,661.83                            |
| Sewer Improvement              | 560                  | 3,401,518.12                         | -                       | -                       | -                       | -                        | 3,401,518.12                             |
| Storm Water                    | 580                  | 2,277,829.18                         | 2,527,335.95            | -                       | 781,104.71              | -                        | 4,024,060.42                             |
| Golf Course                    | 590                  | 2,410,754.31                         | 1,454,554.86            | -                       | 1,366,474.95            | -                        | 2,498,834.22                             |
| Capital Project:               |                      |                                      |                         |                         |                         |                          |                                          |
| Utility Fund Capital Projects  | 6**                  | 16,091,885.87                        | -                       | -                       | 9,480,130.83            | -                        | 6,611,755.04                             |
| Special Assessments            | 8**                  | 1,559,433.58                         | 1,228,882.84            | -                       | -                       | -                        | 2,788,316.42                             |
| Capital Projects               | 8** & 9**            | 35,549,047.84                        | 2,001,527.59            | -                       | 22,032,966.04           | -                        | 15,517,609.39                            |
| <b>Total Budgeted</b>          |                      | <b>\$ 160,092,080.83</b>             | <b>\$ 84,308,853.02</b> | <b>\$ 3,678,576.65</b>  | <b>\$ 91,266,142.64</b> | <b>\$ 3,678,576.65</b>   | <b>\$ 153,134,791.21</b>                 |
| Internal Service:              |                      |                                      |                         |                         |                         |                          |                                          |
| Revolving                      | 710                  | 719,740.80                           | 729,188.43              | -                       | 840,521.15              | -                        | 608,408.08                               |
| Risk Management                | 720                  | 1,022,430.27                         | 2,084,720.57            | -                       | 1,677,201.94            | -                        | 1,429,948.90                             |
| Health Insurance               | 730                  | 7,470,265.32                         | 3,567,947.11            | -                       | 3,325,533.96            | -                        | 7,712,678.47                             |
| Sustainability Revolving Loan  | 770                  | 31,267.01                            | -                       | -                       | -                       | -                        | 31,267.01                                |
| Economic Development Revolving | 780                  | 290,001.01                           | -                       | -                       | -                       | -                        | 290,001.01                               |
| Equipment Reserve              | 790                  | 2,267,159.66                         | 63,862.56               | -                       | -                       | -                        | 2,331,022.22                             |
| <b>Total Unbudgeted</b>        |                      | <b>\$ 11,800,864.07</b>              | <b>\$ 6,445,718.67</b>  | <b>\$ -</b>             | <b>\$ 5,843,257.05</b>  | <b>\$ -</b>              | <b>\$ 12,403,325.69</b>                  |
| <b>Total <sup>(1)</sup></b>    |                      | <b>\$ 171,892,944.90</b>             | <b>\$ 90,754,571.69</b> | <b>\$ 3,678,576.65</b>  | <b>\$ 97,109,399.69</b> | <b>\$ 3,678,576.65</b>   | <b>\$ 165,538,116.90</b>                 |

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



**City of Ankeny**  
**Utility Capital Projects Cash Balance Summary**  
**January 31, 2025**

| <b>Fund</b>                                | <b>Budget<br/>Number</b> | <b>Cash Balance<br/>July 1, 2024</b> | <b>Revenues</b> | <b>Transfers<br/>In</b> | <b>Expenditures</b>    | <b>Transfers<br/>Out</b> | <b>Cash Balance<br/>January 31, 2025</b> |
|--------------------------------------------|--------------------------|--------------------------------------|-----------------|-------------------------|------------------------|--------------------------|------------------------------------------|
| Utility Fund Capital Projects:             |                          |                                      |                 |                         |                        |                          |                                          |
| Water Main Replacement                     | 610                      | \$ 2,433,794.38                      | \$ -            | \$ -                    | \$ 690,686.41          | \$ -                     | \$ 1,743,107.97                          |
| Northwest Water Tower                      | 611                      | (7,119.00)                           | -               | -                       | 2,574,327.71           | -                        | (2,581,446.71)                           |
| SE Magazine Storage Tank Repaint           | 612                      | 765,727.80                           | -               | -                       | 318,650.00             | -                        | 447,077.80                               |
| NE 36th St & NE 38th St Water Main Loop    | 618                      | 2,327,056.30                         | -               | -                       | 1,071,399.05           | -                        | 1,255,657.25                             |
| SW Irvinedale Dr Transmission Main-Ph 3    | 623                      | (5,000.00)                           | -               | -                       | -                      | -                        | (5,000.00)                               |
| High Trestle Trail Transmission Main       | 629                      | (126,536.49)                         | -               | -                       | 17,922.77              | -                        | (144,459.26)                             |
| Saylorville Feeder Main                    | 630                      | 850.00                               | -               | -                       | -                      | -                        | 850.00                                   |
| Aquifer Storage Replacement #1             | 632                      | 203,710.06                           | -               | -                       | 7,087.50               | -                        | 196,622.56                               |
| S Ankeny Blvd Transmission Main            | 633                      | (131,782.45)                         | -               | -                       | 81,992.42              | -                        | (213,774.87)                             |
| SW Walnut/SW Ordinance Water               | 635                      | 119,410.14                           | -               | -                       | 110,414.27             | -                        | 8,995.87                                 |
| SE Delaware Grnd Storage Tank Repaint      | 638                      | 82,064.66                            | -               | -                       | 5,350.00               | -                        | 76,714.66                                |
| Sanitary Sewer Replacement                 | 650                      | 3,524,550.10                         | -               | -                       | 1,210,950.42           | -                        | 2,313,599.68                             |
| Trestle Ridge Trunk Sewer Cost Share       | 651                      | 600,000.00                           | -               | -                       | -                      | -                        | 600,000.00                               |
| Otter Creek Trunk Sewer-Phase 4            | 655                      | 174,327.72                           | -               | -                       | -                      | -                        | 174,327.72                               |
| NE Crestmoor San Sewer Replacement         | 656                      | 28,821.06                            | -               | -                       | -                      | -                        | 28,821.06                                |
| SE 3rd Trunk Swr Ext-SE Grant to SE Sharon | 658                      | 648,345.82                           | -               | -                       | 325,899.01             | -                        | 322,446.81                               |
| Four Mile Creek Trunk Sewer                | 660                      | 2,047,936.74                         | -               | -                       | 1,896,133.28           | -                        | 151,803.46                               |
| Fire Station No. 4 Sewer                   | 667                      | 730,000.00                           | -               | -                       | -                      | -                        | 730,000.00                               |
| Storm Sewer Replacement                    | 680                      | 1,289,016.24                         | -               | -                       | 576,302.74             | -                        | 712,713.50                               |
| NW 17th St Storm Sewer & Pavement          | 681                      | 11,500.00                            | -               | -                       | -                      | -                        | 11,500.00                                |
| SE Creekview Drive Wetland                 | 683                      | -                                    | -               | -                       | 8,928.00               | -                        | (8,928.00)                               |
| Westwinds Storm Sewer Extension            | 685                      | 23,523.22                            | -               | -                       | 185.00                 | -                        | 23,338.22                                |
| Sawgrass Park Dam Improvement              | 686                      | 78,237.75                            | -               | -                       | 38,878.28              | -                        | 39,359.47                                |
| High Trestle Trail Channel Stab. - Phase 1 | 688                      | (157,413.41)                         | -               | -                       | 115.20                 | -                        | (157,528.61)                             |
| Four Mile Creek Channel Stabilization      | 694                      | 165,260.59                           | -               | -                       | 11,514.41              | -                        | 153,746.18                               |
| SE 3rd Street Storm Sewer Improvements     | 695                      | 1,069,053.77                         | -               | -                       | 356,182.60             | -                        | 712,871.17                               |
| Tributary to Four Mile Creek Stabilization | 696                      | 63,217.77                            | -               | -                       | 54,853.09              | -                        | 8,364.68                                 |
| SW Des Moines St Utility Improvements      | 699                      | 133,333.10                           | -               | -                       | 122,358.67             | -                        | 10,974.43                                |
| Total Utility Fund Capital Projects        |                          | <u>\$ 16,091,885.87</u>              | <u>\$ -</u>     | <u>\$ -</u>             | <u>\$ 9,480,130.83</u> | <u>\$ -</u>              | <u>\$ 6,611,755.04</u>                   |

**City of Ankeny**  
**Capital Projects Cash Balance Summary**  
**January 31, 2025**

| <b>Fund</b>                                | <b>Budget Number</b> | <b>Cash Balance July 1, 2024</b> | <b>Revenues</b>        | <b>Transfers In</b> | <b>Expenditures</b>     | <b>Transfers Out</b> | <b>Cash Balance January 31, 2025</b> |
|--------------------------------------------|----------------------|----------------------------------|------------------------|---------------------|-------------------------|----------------------|--------------------------------------|
| Capital Project Funds:                     |                      |                                  |                        |                     |                         |                      |                                      |
| PRSC Tennis Courts Overlay                 | 882                  | \$ 360,000.00                    | \$ -                   | \$ -                | \$ 286,164.50           | \$ -                 | \$ 73,835.50                         |
| NW State St Extension Preliminary Design   | 885                  | 37,560.16                        | -                      | -                   | 40,459.40               | -                    | (2,899.24)                           |
| S Anky Blvd Imprv-SE Pete to 1st Street    | 886                  | (255,754.70)                     | -                      | -                   | 224,166.85              | -                    | (479,921.55)                         |
| SW Magazine & SW State Intersection        | 887                  | 425,358.90                       | -                      | -                   | 292,880.72              | -                    | 132,478.18                           |
| Fiber Optic Network Upgrade                | 888                  | 625,002.35                       | -                      | -                   | 166,594.43              | -                    | 458,407.92                           |
| SE Corp Woods & SE Crosswinds Traffic      | 889                  | 395,776.70                       | -                      | -                   | 269,629.45              | -                    | 126,147.25                           |
| NE 62nd RBC Culvert for 4 Mile Creek       | 892                  | 654,457.72                       | -                      | -                   | 480,865.07              | -                    | 173,592.65                           |
| NW 36th & NW Weigel Asphalt Overlays       | 895                  | 1,638,305.51                     | -                      | -                   | 941,963.95              | -                    | 696,341.56                           |
| NE 36th Reconstruction-I-35 to Four Mile   | 896                  | (1,179,356.04)                   | -                      | -                   | 51,432.76               | -                    | (1,230,788.80)                       |
| Des Moines Street Parks Development        | 897                  | 1,527,380.15                     | -                      | -                   | 1,016,379.57            | -                    | 511,000.58                           |
| HTT Trailhead Restroom & Amenities         | 898                  | 10,000.00                        | -                      | -                   | -                       | -                    | 10,000.00                            |
| BAN/Bond Activity                          | 900                  | 742,257.61                       | 953,840.82             | -                   | 95,524.58               | -                    | 1,600,573.85                         |
| Fire Station No. 4                         | 901                  | 6,460,584.26                     | -                      | -                   | 3,711,154.16            | -                    | 2,749,430.10                         |
| Lakeside Center Repurposing                | 903                  | 308,336.14                       | -                      | -                   | 3,204.40                | -                    | 305,131.74                           |
| Senior Center                              | 905                  | 503,459.55                       | -                      | -                   | 92,755.97               | -                    | 410,703.58                           |
| Public Works Winter Ops Satellite Facility | 907                  | 90,000.00                        | -                      | -                   | -                       | -                    | 90,000.00                            |
| NW Irvinedale/NW 18th St Turn Lane         | 910                  | 51,500.00                        | -                      | -                   | -                       | -                    | 51,500.00                            |
| N Ankeny Blvd & 18th St Int Improvements   | 913                  | (527,187.46)                     | 200,000.00             | -                   | 41,035.42               | -                    | (368,222.88)                         |
| Pavement Preservation Program              | 915                  | 473,228.15                       | -                      | -                   | 617,028.05              | -                    | (143,799.90)                         |
| Annual Street Replacement Program          | 916                  | 2,553,627.79                     | -                      | -                   | 1,187,425.77            | -                    | 1,366,202.02                         |
| Prairie Ridge Sports Complex               | 920                  | 53,871.77                        | -                      | -                   | -                       | -                    | 53,871.77                            |
| NW Irvinedale & NW 18th Inters Imprvmts    | 922                  | 350,373.25                       | -                      | -                   | 353,230.60              | -                    | (2,857.35)                           |
| East of I-35 Land Acquisition              | 923                  | 330,000.00                       | -                      | -                   | -                       | -                    | 330,000.00                           |
| Miracle Field                              | 925                  | 45,781.03                        | -                      | -                   | 4,246.37                | -                    | 41,534.66                            |
| Community Entrance Signage                 | 927                  | 50,554.20                        | -                      | -                   | -                       | -                    | 50,554.20                            |
| Library                                    | 928                  | 103,522.58                       | -                      | -                   | 8,400.00                | -                    | 95,122.58                            |
| SW Orallabor & SW Edgewood Intersection    | 929                  | 97,378.80                        | -                      | -                   | 206,691.97              | -                    | (109,313.17)                         |
| Public Facility Improvements               | 930                  | 19,156.54                        | -                      | -                   | -                       | -                    | 19,156.54                            |
| Cherry Glen Ballfield                      | 933                  | -                                | -                      | -                   | 3,500.00                | -                    | (3,500.00)                           |
| Annual Sidewalks/Trails                    | 936                  | 507,531.20                       | -                      | -                   | 473,574.00              | -                    | 33,957.20                            |
| High Trestle Trail Extension               | 938                  | -                                | -                      | -                   | 7,633.96                | -                    | (7,633.96)                           |
| NW Prairie Ridge/Ash & 9th St Intersection | 939                  | 200,000.00                       | -                      | -                   | 52,879.00               | -                    | 147,121.00                           |
| I35 & Corp Woods Interchange Report        | 946                  | 50,000.00                        | -                      | -                   | -                       | -                    | 50,000.00                            |
| N Anky Blvd Imprvmts - 1st St to 11th St   | 949                  | 182,155.78                       | -                      | -                   | 277,426.06              | -                    | (95,270.28)                          |
| Asphalt Street Resurfacing                 | 950                  | 697,626.13                       | -                      | -                   | 351,095.80              | -                    | 346,530.33                           |
| NW 18th Recon-NW Ash to N Anky Blvd        | 953                  | 184,563.66                       | -                      | -                   | 37,072.94               | -                    | 147,490.72                           |
| SE Creekview Drive Extension               | 954                  | -                                | -                      | -                   | 175,197.58              | -                    | (175,197.58)                         |
| NE Four Mile Drive RCB Culvert             | 955                  | 261,119.93                       | -                      | -                   | -                       | -                    | 261,119.93                           |
| Rock Creek Trail & Native Plantings        | 957                  | 153,658.35                       | -                      | -                   | 10,578.25               | -                    | 143,080.10                           |
| NW 18th St Extension-Weigel to Spruce      | 959                  | -                                | 42,853.75              | -                   | -                       | -                    | 42,853.75                            |
| Street Patching Program                    | 963                  | 1,735,993.84                     | -                      | -                   | 1,224,468.12            | -                    | 511,525.72                           |
| Traffic Signalization                      | 965                  | 1,891,199.38                     | 78,125.62              | -                   | 1,308,921.15            | -                    | 660,403.85                           |
| NW 26th Street Widening                    | 967                  | 250,000.00                       | -                      | -                   | -                       | -                    | 250,000.00                           |
| E 1st Widening-Frisk to Four Mile          | 969                  | 26,500.00                        | -                      | -                   | -                       | -                    | 26,500.00                            |
| W 1st Widening & Improvements-Phase 1      | 970                  | 451,359.25                       | 151,909.43             | -                   | 4,676.36                | -                    | 598,592.32                           |
| W 1st Widening & Improvements-Phase 2      | 971                  | 327,360.60                       | -                      | -                   | 305,274.56              | -                    | 22,086.04                            |
| Park Development                           | 973                  | 832,462.35                       | 4,800.00               | -                   | 537,580.07              | -                    | 299,682.28                           |
| Park Land Acquisition                      | 974                  | 81,688.18                        | -                      | -                   | -                       | -                    | 81,688.18                            |
| Uptown Parking Improvements                | 975                  | 172,206.96                       | -                      | -                   | -                       | -                    | 172,206.96                           |
| Prairie Trail Public Improvements          | 977                  | 2,219,397.83                     | -                      | -                   | -                       | -                    | 2,219,397.83                         |
| NE Delaware Reconstruction 5th-18th        | 979                  | 4,285,637.57                     | -                      | -                   | 4,081,507.22            | -                    | 204,130.35                           |
| PRSC Parking Lot Improvements              | 987                  | 90,667.00                        | -                      | -                   | -                       | -                    | 90,667.00                            |
| High Trestle Trail Experience Park         | 990                  | 941,600.00                       | 20,000.00              | -                   | 324,015.40              | -                    | 637,584.60                           |
| NW 36th Widening from Ash to Ankeny Blvd   | 992                  | 55,560.05                        | -                      | -                   | 21,969.51               | -                    | 33,590.54                            |
| Street/Sidewalk Oversizing                 | 995                  | 28,335.72                        | -                      | -                   | 2,585.45                | -                    | 25,750.27                            |
| Capital Projects Reserve                   | 997                  | 1,370,103.39                     | -                      | -                   | -                       | -                    | 1,370,103.39                         |
| SW Orallabor & State Safety Improvements   | 998                  | 2,607,145.71                     | 549,997.97             | -                   | 2,741,776.62            | -                    | 415,367.06                           |
| Total Non Utility Fund Capital Projects    |                      | <u>\$ 35,549,047.84</u>          | <u>\$ 2,001,527.59</u> | <u>\$ -</u>         | <u>\$ 22,032,966.04</u> | <u>\$ -</u>          | <u>\$ 15,517,609.39</u>              |

**City of Ankeny**  
**Revenue Summary by Fund**  
**January 31, 2025**

| <b>Fund</b>                              | <b>Budget Number</b> | <b>2022-23 Actual</b>    | <b>2023-24 Actual</b>    | <b>2024-25 Budget</b>    | <b>As of January 31, 2025</b> | <b>Variance</b>           | <b>Percent <sup>(2)</sup></b> |
|------------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|-------------------------------|---------------------------|-------------------------------|
| General:                                 |                      |                          |                          |                          |                               |                           |                               |
| General                                  | 100                  | \$ 44,806,791.52         | \$ 48,493,748.05         | \$ 50,241,188.00         | \$ 30,146,211.62              | \$ (20,094,976.38)        | 60.00%                        |
| Hotel/Motel Tax                          | 233                  | 19,235.10                | 45,641.96                | 31,000.00                | -                             | (31,000.00)               | 0.00%                         |
| Special Revenue:                         |                      |                          |                          |                          |                               |                           |                               |
| Fire Gift                                | 220                  | 6,536                    | 4,284                    | 6,200.00                 | 985.00                        | (5,215.00)                | 15.89%                        |
| Hawkeye Park Player Fees                 | 240                  | 7,641.94                 | 8,251.33                 | 9,300.00                 | 2,685.00                      | (6,615.00)                | 28.87%                        |
| Police Gift                              | 250                  | 4,073.60                 | 24,323.44                | 5,300.00                 | 3,300.00                      | (2,000.00)                | 62.26%                        |
| Road Use Tax                             | 260                  | 9,577,651.33             | 10,139,300.19            | 9,492,971.00             | 5,731,630.97                  | (3,761,340.03)            | 60.38%                        |
| Police Seizure                           | 270                  | 22,100.89                | 18,168.91                | 13,000.00                | 22,951.43                     | 9,951.43                  | 176.55%                       |
| Tax Increment Financing                  | 280                  | 10,056,491.47            | 11,270,675.11            | 8,947,117.00             | 4,253,578.01                  | (4,693,538.99)            | 47.54%                        |
| Police and Fire Retirement               | 290                  | 2,546,782.13             | 2,684,595.94             | 3,078,945.00             | 1,591,284.68                  | (1,487,660.32)            | 51.68%                        |
| Employee Benefits                        | 292                  | -                        | -                        | 1,075,457.00             | 560,175.31                    | (515,281.69)              | 52.09%                        |
| Landfill Post-Closure                    | 295                  | 1,896.90                 | 4,443.71                 | 2,000.00                 | -                             | (2,000.00)                | 0.00%                         |
| Friends of the Ankeny Library            | 430                  | 44,723.83                | 47,303.55                | 48,000.00                | 10,896.81                     | (37,103.19)               | 22.70%                        |
| Park Dedication                          | 440                  | 47,100.34                | 32,245.76                | 15,000.00                | 19,800.00                     | 4,800.00                  | 132.00%                       |
| Sports Complex Foundation                | 445                  | 17,604.74                | 28,451.27                | 19,000.00                | 8,850.00                      | (10,150.00)               | 46.58%                        |
| Ankeny Garden Club                       | 446                  | 1,592.45                 | 2,307.93                 | 2,075.00                 | 1,100.00                      | (975.00)                  | 53.01%                        |
| Miracle Park Fund                        | 448                  | 8,517.47                 | 9,716.92                 | 7,000.00                 | 5,710.58                      | (1,289.42)                | 81.58%                        |
| Dog Park Trust Fund                      | 449                  | 767.55                   | 71.22                    | -                        | 375.00                        | 375.00                    |                               |
| P&R Scholarship Fund                     | 450                  | 27,173.90                | 1,392.57                 | 800.00                   | -                             | (800.00)                  | 0.00%                         |
| Civic Trust Fund                         | 484                  | -                        | 17,267.92                | -                        | -                             | -                         |                               |
| Debt Service                             | 300                  | 15,102,496.15            | 15,695,498.14            | 17,605,049.00            | 9,095,113.46                  | (8,509,935.54)            | 51.66%                        |
| Enterprise:                              |                      |                          |                          |                          |                               |                           |                               |
| Solid Waste                              | 500                  | 1,363,021.03             | 1,472,676.35             | 1,558,000.00             | 878,389.97                    | (679,610.03)              | 56.38%                        |
| Utility Deposits                         | 505                  | 190,642.85               | 192,087.05               | 216,000.00               | 118,028.81                    | (97,971.19)               | 54.64%                        |
| Water Operations                         | 510                  | 19,545,481.82            | 21,463,858.13            | 22,772,375.00            | 14,123,960.33                 | (8,648,414.67)            | 62.02%                        |
| Water Improvement                        | 520                  | -                        | -                        | -                        | -                             | -                         |                               |
| Water Sinking                            | 530                  | -                        | 325,572.37               | -                        | -                             | -                         |                               |
| Sewer Operations                         | 550                  | 17,085,080.35            | 17,443,893.47            | 17,689,135.00            | 10,521,524.80                 | (7,167,610.20)            | 59.48%                        |
| Sewer Improvement                        | 560                  | -                        | -                        | -                        | -                             | -                         |                               |
| Storm Water                              | 580                  | 3,671,742.25             | 3,815,898.23             | 4,452,539.00             | 2,527,335.95                  | (1,925,203.05)            | 56.76%                        |
| Golf Course                              | 590                  | 2,573,720.83             | 2,760,675.08             | 2,361,000.00             | 1,454,554.86                  | (906,445.14)              | 61.61%                        |
| Capital Project:                         |                      |                          |                          |                          |                               |                           |                               |
| Utility Fund Capital Projects            | 6**                  | 3,393,193.39             | 12,199,161.59            | 4,908,000.00             | -                             | (4,908,000.00)            | 0.00%                         |
| Special Assessments                      | 8**                  | 277,157.71               | 1,537,275.87             | -                        | 1,228,882.84                  | 1,228,882.84              |                               |
| Capital Projects                         | 9**                  | 15,806,305.27            | 26,184,641.53            | 23,573,614.00            | 2,001,527.59                  | (21,572,086.41)           | 8.49%                         |
| <b>Total Budgeted Revenues</b>           |                      | <b>\$ 146,205,522.84</b> | <b>\$ 175,923,427.85</b> | <b>\$ 168,130,065.00</b> | <b>\$ 84,308,853.02</b>       | <b>\$ (83,821,211.98)</b> | <b>50.15%</b>                 |
| Internal Service:                        |                      |                          |                          |                          |                               |                           |                               |
| Revolving                                | 710                  | \$ 1,472,271.23          | \$ 1,536,759.05          | \$ 1,859,144.00          | \$ 729,188.43                 | \$ (1,129,955.57)         | 39.22%                        |
| Risk Management                          | 720                  | 2,354,386.64             | 1,582,252.79             | 1,859,000.00             | 2,084,720.57                  | 225,720.57                | 112.14%                       |
| Health Insurance                         | 730                  | 5,394,634.32             | 5,957,327.24             | 5,645,000.00             | 3,567,947.11                  | (2,077,052.89)            | 63.21%                        |
| Sustainability Revolving Loan            | 770                  | 1,230.73                 | 1,538.22                 | 1,100.00                 | -                             | (1,100.00)                | 0.00%                         |
| Economic Development Revolving           | 780                  | 8,726.69                 | 16,809.16                | 10,000.00                | -                             | (10,000.00)               | 0.00%                         |
| Equipment Reserve                        | 790                  | 134,122.32               | 183,214.75               | 332,305.00               | 63,862.56                     | (268,442.44)              | 19.22%                        |
| <b>Total Unbudgeted Revenues</b>         |                      | <b>\$ 9,365,371.93</b>   | <b>\$ 9,277,901.21</b>   | <b>\$ 9,706,549.00</b>   | <b>\$ 6,445,718.67</b>        | <b>\$ (3,260,830.33)</b>  | <b>66.41%</b>                 |
| <b>Total All Revenues <sup>(1)</sup></b> |                      | <b>\$ 155,570,894.77</b> | <b>\$ 185,201,329.06</b> | <b>\$ 177,836,614.00</b> | <b>\$ 90,754,571.69</b>       | <b>\$ (87,082,042.31)</b> | <b>51.03%</b>                 |

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

<sup>(2)</sup> January is 58.3% of the fiscal year.

**City of Ankeny**  
**Expenditure Summary by Fund**  
**January 31, 2025**

| <b>Fund</b>                                  | <b>Budget Number</b> | <b>2022-23 Actual</b>    | <b>2023-24 Actual</b>    | <b>2024-25 Budget</b>    | <b>As of January 31, 2025</b> | <b>Variance</b>            | <b>Percent <sup>(2)</sup></b> |
|----------------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|-------------------------------|----------------------------|-------------------------------|
| General:                                     |                      |                          |                          |                          |                               |                            |                               |
| General                                      | 100                  | \$ 39,926,831.86         | \$ 42,720,711.66         | \$ 51,647,112.00         | \$ 30,841,783.10              | \$ (20,805,328.90)         | 59.72%                        |
| Hotel/Motel Tax                              | 233                  | 1,366,279.13             | 1,352,529.65             | 1,807,417.00             | 1,013,580.95                  | (793,836.05)               | 56.08%                        |
| Special Revenue:                             |                      |                          |                          |                          |                               |                            |                               |
| Fire Gift                                    | 220                  | 324                      | 3,237                    | 5,000.00                 | 3,239.79                      | (1,760.21)                 | 64.80%                        |
| Hawkeye Park Player Fees                     | 240                  | 17,434.00                | 16,781.40                | 8,000.00                 | 4,246.37                      | (3,753.63)                 | 53.08%                        |
| Police Gift                                  | 250                  | 3,932.94                 | 10,825.66                | 5,000.00                 | 5,906.99                      | 906.99                     | 118.14%                       |
| Road Use Tax                                 | 260                  | 6,546,030.24             | 8,431,134.88             | 10,717,144.00            | 5,645,073.08                  | (5,072,070.92)             | 52.67%                        |
| Police Seizure                               | 270                  | 4,700.15                 | 34,989.64                | 16,250.00                | 11,502.50                     | (4,747.50)                 | 70.78%                        |
| Tax Increment Financing                      | 280                  | 2,565,008.00             | 2,777,575.00             | 3,760,333.00             | 99,538.00                     | (3,660,795.00)             | 2.65%                         |
| Police and Fire Retirement                   | 290                  | 2,727,388.46             | 2,682,675.57             | 3,112,669.00             | 1,903,902.06                  | (1,208,766.94)             | 61.17%                        |
| Employee Benefits                            | 292                  | -                        | -                        | -                        | -                             | -                          |                               |
| Landfill Post-Closure                        | 295                  | -                        | -                        | -                        | -                             | -                          |                               |
| Friends of the Ankeny Library                | 430                  | 46,895.73                | 51,417.36                | 48,000.00                | 28,866.70                     | (19,133.30)                | 60.14%                        |
| Park Dedication                              | 440                  | -                        | -                        | -                        | -                             | -                          |                               |
| Sports Complex Foundation                    | 445                  | -                        | -                        | -                        | -                             | -                          |                               |
| Ankeny Garden Club                           | 446                  | -                        | -                        | 1,000.00                 | -                             | (1,000.00)                 | 0.00%                         |
| Miracle Park Fund                            | 448                  | 320.00                   | 6,628.94                 | 10,000.00                | 5,384.25                      | (4,615.75)                 | 53.84%                        |
| Dog Park Trust Fund                          | 449                  | -                        | -                        | -                        | -                             | -                          |                               |
| P&R Scholarship Fund                         | 450                  | -                        | 291.75                   | 5,000.00                 | -                             | (5,000.00)                 | 0.00%                         |
| Civic Trust Fund                             | 484                  | -                        | -                        | -                        | -                             | -                          |                               |
| Debt Service                                 | 300                  | 24,205,486.24            | 25,026,906.95            | 26,086,257.00            | 2,206,022.93                  | (23,880,234.07)            | 8.46%                         |
| Enterprise:                                  |                      |                          |                          |                          |                               |                            |                               |
| Solid Waste                                  | 500                  | 1,059,080.77             | 1,401,504.36             | 1,539,776.00             | 852,272.37                    | (687,503.63)               | 55.35%                        |
| Utility Deposits                             | 505                  | 168,900.00               | 164,525.00               | 178,000.00               | 105,700.00                    | (72,300.00)                | 59.38%                        |
| Water Operations                             | 510                  | 12,631,530.53            | 14,024,275.57            | 16,262,964.00            | 7,464,988.07                  | (8,797,975.93)             | 45.90%                        |
| Water Improvement                            | 520                  | -                        | -                        | -                        | -                             | -                          |                               |
| Water Sinking                                | 530                  | 1,592,286.76             | 1,956,233.57             | 3,121,130.00             | 386,680.92                    | (2,734,449.08)             | 12.39%                        |
| Sewer Operations                             | 550                  | 12,735,377.06            | 9,615,399.02             | 11,042,167.00            | 7,026,778.03                  | (4,015,388.97)             | 63.64%                        |
| Sewer Improvement                            | 560                  | -                        | -                        | -                        | -                             | -                          |                               |
| Storm Water                                  | 580                  | 1,100,902.52             | 1,170,265.90             | 1,356,745.00             | 781,104.71                    | (575,640.29)               | 57.57%                        |
| Golf Course                                  | 590                  | 2,026,266.39             | 2,173,561.80             | 2,597,906.00             | 1,366,474.95                  | (1,231,431.05)             | 52.60%                        |
| Capital Project:                             |                      |                          |                          |                          |                               |                            |                               |
| Utility Fund Capital Projects                | 6**                  | 12,985,502.97            | 15,117,017.15            | 17,853,273.00            | 9,480,130.83                  | (8,373,142.17)             | 53.10%                        |
| Special Assessments                          | 8**                  | -                        | -                        | -                        | -                             | -                          |                               |
| Capital Projects                             | 9**                  | 31,599,841.94            | 29,734,504.44            | 35,422,067.00            | 22,032,966.04                 | (13,389,100.96)            | 62.20%                        |
| <b>Total Budgeted Expenditures</b>           |                      | <b>\$ 153,310,319.69</b> | <b>\$ 158,472,992.27</b> | <b>\$ 186,603,210.00</b> | <b>\$ 91,266,142.64</b>       | <b>\$ (95,337,067.36)</b>  | <b>48.91%</b>                 |
| Internal Service:                            |                      |                          |                          |                          |                               |                            |                               |
| Revolving                                    | 710                  | \$ 1,423,273.57          | \$ 1,428,264.89          | \$ 1,859,144.00          | \$ 840,521.15                 | \$ (1,018,622.85)          | 45.21%                        |
| Risk Management                              | 720                  | 2,582,375.66             | 1,520,781.12             | 1,977,000.00             | 1,677,201.94                  | (299,798.06)               | 84.84%                        |
| Health Insurance                             | 730                  | 5,446,642.56             | 4,924,283.10             | 6,390,000.00             | 3,325,533.96                  | (3,064,466.04)             | 52.04%                        |
| Sustainability Revolving Loan                | 770                  | -                        | -                        | -                        | -                             | -                          |                               |
| Economic Development Revolving               | 780                  | -                        | -                        | -                        | -                             | -                          |                               |
| Equipment Reserve                            | 790                  | 471,067.10               | -                        | 1,520,880.00             | -                             | (1,520,880.00)             | 0.00%                         |
| <b>Total Unbudgeted Expenditures</b>         |                      | <b>\$ 9,923,358.89</b>   | <b>\$ 7,873,329.11</b>   | <b>\$ 11,747,024.00</b>  | <b>\$ 5,843,257.05</b>        | <b>\$ (5,903,766.95)</b>   | <b>49.74%</b>                 |
| <b>Total All Expenditures <sup>(1)</sup></b> |                      | <b>\$ 163,233,678.58</b> | <b>\$ 166,346,321.38</b> | <b>\$ 198,350,234.00</b> | <b>\$ 97,109,399.69</b>       | <b>\$ (101,240,834.31)</b> | <b>48.96%</b>                 |

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

<sup>(2)</sup> January is 58.3% of the fiscal year.

**City of Ankeny**  
**Major Operating Funds**  
**Detailed Revenue Summary**  
**January 31, 2025**

|                                      | 2022-23<br>Actual | 2023-24<br>Actual | 2024-25<br>Budget | As of<br>January 31, 2025 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-------------------|-------------------|-------------------|---------------------------|------------------------|------------------------|
| <b>General Fund:</b>                 |                   |                   |                   |                           |                        |                        |
| Property Tax:                        |                   |                   |                   |                           |                        |                        |
| General Property Tax                 | \$ 27,322,028     | \$ 28,789,590     | \$ 32,451,508     | \$ 16,942,831             | \$ (15,508,677)        | 52.21%                 |
| Ag Land Tax                          | 12,794            | 14,655            | 14,314            | 9,428                     | (4,886)                | 65.87%                 |
| Airport Authority Levy               | 651,414           | 681,792           | 709,981           | 370,760                   | (339,221)              | 52.22%                 |
| Subtotal                             | \$ 27,986,235     | \$ 29,486,038     | \$ 33,175,803     | \$ 17,323,019             | \$ (15,852,784)        | 52.22%                 |
| Non-Property Taxes:                  |                   |                   |                   |                           |                        |                        |
| Hotel/Motel Tax                      | \$ 2,119,476      | \$ 2,120,556      | \$ 2,277,000      | \$ 1,887,805              | \$ (389,195)           | 82.91%                 |
| Mobile Home Tax                      | 16,515            | 17,380            | 15,300            | 10,957                    | (4,343)                | 71.62%                 |
| Utility Replacement Tax              | 200,301           | 199,256           | 190,513           | 94,017                    | (96,496)               | 49.35%                 |
| Utility Franchise Tax                | 1,785,485         | 1,527,814         | 1,590,000         | 1,196,180                 | (393,820)              | 75.23%                 |
| Cable TV Franchise Tax               | 218,635           | 181,794           | 172,000           | 112,185                   | (59,815)               | 65.22%                 |
| Subtotal                             | \$ 4,340,413      | \$ 4,046,799      | \$ 4,244,813      | \$ 3,301,144              | \$ (943,669)           | 77.77%                 |
| Licenses and Permits:                |                   |                   |                   |                           |                        |                        |
| Miscellaneous Licenses:              |                   |                   |                   |                           |                        |                        |
| Liquor Licenses                      | \$ 67,462         | \$ 104,637        | \$ 67,000         | \$ 56,684                 | \$ (10,316)            | 84.60%                 |
| Cigarette Permits                    | 5,375             | 5,500             | 5,000             | 750                       | (4,250)                | 15.00%                 |
| Solicitor Licenses                   | 9,015             | 5,080             | 8,000             | 4,755                     | (3,245)                | 59.44%                 |
| Miscellaneous Business Licenses      | 17,710            | 20,390            | 9,000             | 1,225                     | (7,775)                | 13.61%                 |
| Garbage Licenses                     | 1,400             | 1,400             | 1,400             | -                         | (1,400)                | 0.00%                  |
| Pet Licenses                         | 40,931            | 42,441            | 41,000            | 20,846                    | (20,154)               | 50.84%                 |
| Fire Permits                         | 17,180            | 22,400            | 3,000             | 12,850                    | 9,850                  | 428.33%                |
| Code Enforcement Licenses & Permits: |                   |                   |                   |                           |                        |                        |
| Alarm Permits                        | 13,195            | 11,810            | 12,000            | 6,530                     | (5,470)                | 54.42%                 |
| Building Permits                     | 1,820,542         | 1,414,027         | 1,262,000         | 946,999                   | (315,001)              | 75.04%                 |
| Electrical Permits                   | 170,372           | 126,394           | 103,000           | 74,998                    | (28,002)               | 72.81%                 |
| Heating Permits                      | 120,454           | 88,137            | 67,000            | 51,977                    | (15,023)               | 77.58%                 |
| Plumbing Permits                     | 135,380           | 75,496            | 92,000            | 68,479                    | (23,521)               | 74.43%                 |
| Driveway Permits                     | 13,615            | 12,600            | 6,000             | 5,805                     | (195)                  | 96.75%                 |
| Sidewalk Permits                     | 13,515            | 12,510            | 6,000             | 6,205                     | 205                    | 103.42%                |
| Moving/Demolition Permits            | 225               | 300               | 100               | 175                       | 75                     | 175.00%                |
| Fence & Oversize Permits             | 78,394            | 54,657            | 55,000            | 34,927                    | (20,073)               | 63.50%                 |
| Subtotal                             | \$ 2,524,765      | \$ 1,997,779      | \$ 1,737,500      | \$ 1,293,205              | \$ (444,295)           | 74.43%                 |
| Use of Money and Property:           |                   |                   |                   |                           |                        |                        |
| Interest                             | \$ 2,103,263      | \$ 4,120,576      | \$ 3,000,000      | \$ 3,784,941              | \$ 784,941             | 126.16%                |
| Commissions                          | 7,307             | 22,627            | -                 | 8,548                     | 8,548                  |                        |
| Leases                               | 46,078            | 62,820            | 51,048            | 6,000                     | (45,048)               | 11.75%                 |
| Community Centers Rental             | 89,871            | 119,478           | 84,000            | 61,631                    | (22,369)               | 73.37%                 |
| Park Shelter Rentals                 | 25,988            | 21,989            | 22,000            | 8,240                     | (13,760)               | 37.46%                 |
| Sports Complex Rentals               | 116,281           | 170,400           | 109,000           | 101,372                   | (7,628)                | 93.00%                 |
| Aquatic Center Rentals               | 39,384            | 38,883            | 32,000            | (267)                     | (32,267)               | -0.83%                 |
| Miscellaneous Rentals                | 84,782            | 91,192            | 61,000            | 57,588                    | (3,412)                | 94.41%                 |
| Subtotal                             | \$ 2,512,954      | \$ 4,647,964      | \$ 3,359,048      | \$ 4,028,053              | \$ 669,005             | 119.92%                |
| Intergovernmental Revenue:           |                   |                   |                   |                           |                        |                        |
| Local:                               |                   |                   |                   |                           |                        |                        |
| Fire Protection                      | \$ 225,340        | \$ 571,591        | \$ 456,000        | \$ 440,696                | \$ (15,304)            | 96.64%                 |
| School/Police Agreements             | 156,204           | 225,186           | 200,303           | 89,116                    | (111,187)              | 44.49%                 |
| County Library Contribution          | 185,284           | 161,032           | 161,032           | 118,695                   | (42,337)               | 73.71%                 |
| Other Local Contributions            | 54,244            | 110,452           | 76,000            | 71,008                    | (4,992)                | 93.43%                 |
| State:                               |                   |                   |                   |                           |                        |                        |
| Commercial & Industrial Replacement  | 530,674           | 401,351           | 260,961           | 130,502                   | (130,459)              | 50.01%                 |
| Business Property Tax Credit         | -                 | 211,780           | 187,991           | 106,398                   | (81,593)               | 56.60%                 |
| Library Contribution                 | 28,987            | 26,085            | 26,085            | 26,689                    | -                      | 102.31%                |
| Miscellaneous Grants                 | -                 | 4,950             | -                 | -                         | -                      |                        |
| Federal:                             |                   |                   |                   |                           |                        |                        |
| Public Safety Grants                 | 64,802            | 91,127            | 169,300           | 24,515                    | (144,785)              | 14.48%                 |
| Subtotal                             | \$ 1,245,535      | \$ 1,803,554      | \$ 1,537,672      | \$ 1,007,620              | \$ (530,052)           | 65.53%                 |
| Service Charges:                     |                   |                   |                   |                           |                        |                        |
| Police and Fire:                     |                   |                   |                   |                           |                        |                        |
| Insurance Reports                    | \$ 8,815          | \$ 12,042         | \$ 9,000          | \$ 7,996                  | \$ (1,004)             | 88.85%                 |
| Fire/Ambulance Reports               | 130               | 80                | 100               | 10                        | (90)                   | 10.00%                 |
| False Alarm Fees                     | 2,200             | 775               | 2,000             | 175                       | (1,825)                | 8.75%                  |
| Ambulance Charges                    | 2,606,610         | 2,842,156         | 2,798,506         | 1,339,797                 | (1,458,709)            | 47.88%                 |
| Fingerprinting                       | 12,508            | 11,442            | 12,000            | 4,877                     | (7,123)                | 40.64%                 |
| Towing Surcharge                     | 2,340             | 2,050             | 2,000             | 1,100                     | (900)                  | 55.00%                 |
| Plan Review Fees                     | 23,300            | 7,111             | 15,000            | 2,400                     | (12,600)               | 16.00%                 |
| Parks and Recreation:                |                   |                   |                   |                           |                        |                        |
| Admissions                           | 611,737           | 718,279           | 536,000           | 389,036                   | (146,965)              | 72.58%                 |
| Season Passes                        | 492,194           | 514,550           | 494,000           | 96,438                    | (397,562)              | 19.52%                 |
| Special Programs                     | 154,003           | 128,896           | 143,000           | 67,289                    | (75,711)               | 47.06%                 |
| Rec Programs - Tax Exempt            | 576,841           | 594,582           | 525,000           | 271,670                   | (253,330)              | 51.75%                 |
| Swimming Lessons                     | 131,018           | 122,998           | 117,000           | 7,371                     | (109,629)              | 6.30%                  |

|                                         | 2022-23<br>Actual | 2023-24<br>Actual | 2024-25<br>Budget | As of<br>January 31, 2025 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|-----------------------------------------|-------------------|-------------------|-------------------|---------------------------|------------------------|------------------------|
| Dog Park Passes                         | 27,382            | 29,779            | 34,000            | 14,936                    | (19,064)               | 43.93%                 |
| Housing and Subdivision:                |                   |                   |                   |                           |                        |                        |
| Housing Code                            | 93,094            | 86,324            | 64,000            | 93,445                    | 29,445                 | 146.01%                |
| Plan Review Fees                        | 339,534           | 196,823           | 249,000           | 175,059                   | (73,941)               | 70.30%                 |
| Site Plan Review                        | 15,300            | 13,560            | 8,000             | 9,400                     | 1,400                  | 117.50%                |
| Zoning                                  | 5,645             | 13,595            | 4,000             | 3,305                     | (695)                  | 82.63%                 |
| Subdivision Filing Fees                 | 7,980             | 9,985             | 4,000             | 5,810                     | 1,810                  | 145.25%                |
| Board of Adjustment Fees                | 3,720             | 2,660             | 2,000             | 1,560                     | (440)                  | 78.00%                 |
| Architect Review Board Fees             | 4,005             | 2,065             | 3,000             | 1,590                     | (1,410)                | 53.00%                 |
| Miscellaneous Service Charges:          |                   |                   |                   |                           |                        |                        |
| Information Systems - Enterprise Funds  | 333,771           | 396,142           | 436,613           | 169,227                   | (267,386)              | 38.76%                 |
| Animal Impound Fees                     | 3,353             | 2,468             | 3,000             | 1,344                     | (1,656)                | 44.82%                 |
| Copy Charges                            | 10,315            | 12,027            | 9,000             | 7,787                     | (1,213)                | 86.52%                 |
| Miscellaneous Service Charges           | 10,595            | 35,665            | 64,000            | 32,904                    | (31,096)               | 51.41%                 |
| Subtotal                                | \$ 5,476,391      | \$ 5,756,054      | \$ 5,534,219      | \$ 2,704,527              | \$ (2,829,692)         | 48.87%                 |
| Other Revenues:                         |                   |                   |                   |                           |                        |                        |
| Map Sales                               | \$ 25             | \$ 35             | \$ -              | \$ 5                      | \$ 5                   |                        |
| Sales/Salvages                          | 16,529            | 11,575            | 400               | 50,597                    | 50,197                 | 12649.16%              |
| Concessions                             | 282,327           | 310,217           | 254,000           | 154,205                   | (99,795)               | 60.71%                 |
| Contributions-Private Sources           | 6,200             | 23,714            | 8,600             | 16,425                    | 7,825                  | 190.99%                |
| Program Sponsorships                    | 28,034            | 31,415            | 23,000            | 8,775                     | (14,225)               | 38.15%                 |
| Refunds/Rebates                         | 1,880             | 376               | -                 | 14,457                    | 14,457                 |                        |
| Prairie Ridge Maint Reimb               | 206,277           | 263,863           | 279,133           | 176,916                   | (102,218)              | 63.38%                 |
| Roadway Signage Reimb                   | 16,385            | -                 | -                 | -                         | -                      |                        |
| Police OT Reimb                         | 11,936            | 18,390            | 12,000            | 11,340                    | (660)                  | 94.50%                 |
| Court Fines                             | 83,247            | 42,272            | 48,000            | 25,374                    | (22,626)               | 52.86%                 |
| Library Fines                           | 19,374            | 18,257            | 16,000            | 9,698                     | (6,302)                | 60.61%                 |
| Miscellaneous Library Revenues          | 7,046             | 13,232            | 6,000             | 3,745                     | (2,255)                | 62.42%                 |
| Miscellaneous Revenues                  | 40,191            | 21,120            | 5,000             | 16,458                    | 11,458                 | 329.16%                |
| Overages/Shortages                      | 1,048             | 1,095             | -                 | 649                       | 649                    |                        |
| Subtotal                                | \$ 720,498        | \$ 755,560        | \$ 652,133        | \$ 488,644                | \$ (163,489)           | 74.93%                 |
| Fund Total                              | \$ 44,806,792     | \$ 48,493,748     | \$ 50,241,188     | \$ 30,146,212             | \$ (20,094,976)        | 60.00%                 |
| <b>Hotel/Motel Tax Fund</b>             |                   |                   |                   |                           |                        |                        |
| Other Revenue:                          |                   |                   |                   |                           |                        |                        |
| Interest                                | \$ 17,235         | \$ 45,642         | \$ 31,000         | \$ -                      | \$ (31,000)            | 0.00%                  |
| Refunds/Reimbursements                  | 2,000             | -                 | -                 | -                         | -                      |                        |
| Fund Total                              | \$ 19,235         | \$ 45,642         | \$ 31,000         | \$ -                      | \$ (31,000)            | 0.00%                  |
| <b>Road Use Tax Fund:</b>               |                   |                   |                   |                           |                        |                        |
| Intergovernmental Revenue:              |                   |                   |                   |                           |                        |                        |
| Road Use Taxes                          | \$ 9,343,167      | \$ 9,595,382      | \$ 9,028,971      | \$ 5,723,001              | \$ (3,305,970)         | 63.38%                 |
| Interest                                | 227,038           | 540,503           | 411,000           | -                         | (411,000)              | 0.00%                  |
| Grants                                  | -                 | (4,950)           | 50,000            | 4,950                     | (45,050)               | 9.90%                  |
| Salvage Sales                           | 2,263             | 3,556             | 3,000             | 1,410                     | (1,590)                | 47.01%                 |
| Refunds                                 | 4,204             | 1,026             | -                 | 1,094                     | 1,094                  |                        |
| Reimbursements                          | 979               | 3,783             | -                 | 1,176                     | 1,176                  |                        |
| Fund Total                              | \$ 9,577,651      | \$ 10,139,300     | \$ 9,492,971      | \$ 5,731,631              | \$ (3,761,340)         | 60.38%                 |
| <b>Tax Increment Financing Fund:</b>    |                   |                   |                   |                           |                        |                        |
| Property Tax:                           |                   |                   |                   |                           |                        |                        |
| TIF District Urban Renewal I            | \$ 8,990,643      | \$ 8,914,746      | \$ 7,561,587      | \$ 3,682,390              | \$ (3,879,197)         | 48.70%                 |
| TIF District Urban Renewal II           | 483,107           | 568,305           | 560,474           | 299,104                   | (261,370)              | 53.37%                 |
| TIF District Urban Renewal III          | 416,756           | 863,401           | 554,056           | 272,084                   | (281,972)              | 49.11%                 |
| Use of Money and Property:              |                   |                   |                   |                           |                        |                        |
| Interest                                | 165,985           | 384,371           | 271,000           | -                         | (271,000)              | 0.00%                  |
| Other Reimbursements                    | -                 | 539,853           | -                 | -                         | -                      |                        |
| Fund Total                              | \$ 10,056,491     | \$ 11,270,675     | \$ 8,947,117      | \$ 4,253,578              | \$ (4,693,539)         | 47.54%                 |
| <b>Police and Fire Retirement Fund:</b> |                   |                   |                   |                           |                        |                        |
| Property Tax:                           |                   |                   |                   |                           |                        |                        |
| General Property Tax                    | \$ 2,442,175      | \$ 2,552,663      | \$ 2,963,642      | \$ 1,547,172              | \$ (1,416,470)         | 52.21%                 |
| Non-property Taxes:                     |                   |                   |                   |                           |                        |                        |
| Mobile Home Tax                         | 1,442             | 1,500             | 1,000             | 972                       | (28)                   | 97.15%                 |
| Utility Replacement Tax                 | 17,487            | 17,258            | 17,026            | 8,402                     | (8,624)                | 49.35%                 |
| Intergovernmental Revenue:              |                   |                   |                   |                           |                        |                        |
| Commercial & Industrial Replacement     | 46,307            | 34,746            | 23,322            | 11,658                    | -                      | 49.99%                 |
| School Police Agreements                | 26,824            | 33,836            | 34,154            | 13,572                    | (20,582)               | 39.74%                 |
| Business Property Tax Credit            | -                 | 18,343            | 16,801            | 9,509                     | -                      | 56.60%                 |
| Use of Money and Property:              |                   |                   |                   |                           |                        |                        |
| Interest                                | 6,250             | 26,250            | 23,000            | -                         | (23,000)               | 0.00%                  |
| Other Revenue:                          |                   |                   |                   |                           |                        |                        |
| Refunds/Reimbursements/Rebates          | 6,297             | -                 | -                 | -                         | -                      |                        |
| Fund Total                              | \$ 2,546,782      | \$ 2,684,596      | \$ 3,078,945      | \$ 1,591,285              | \$ (1,487,660)         | 51.68%                 |
| <b>Debt Service Fund:</b>               |                   |                   |                   |                           |                        |                        |
| Property Tax:                           |                   |                   |                   |                           |                        |                        |
| General Property Tax                    | \$ 14,611,968     | \$ 15,015,401     | \$ 17,081,161     | \$ 8,924,947              | \$ (8,156,214)         | 52.25%                 |

|                                      | 2022-23<br>Actual     | 2023-24<br>Actual     | 2024-25<br>Budget     | As of<br>January 31, 2025 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-----------------------|-----------------------|-----------------------|---------------------------|------------------------|------------------------|
| Non-property Taxes:                  |                       |                       |                       |                           |                        |                        |
| Mobile Home Tax                      | 8,003                 | 8,190                 | 8,000                 | 5,299                     | (2,701)                | 66.24%                 |
| Utility Replacement Tax              | 96,971                | 94,137                | 92,870                | 45,830                    | (47,040)               | 49.35%                 |
| Intergovernmental Revenue:           |                       |                       |                       |                           |                        |                        |
| Commercial & Industrial Replacement  | 276,946               | 204,349               | 134,378               | 67,171                    | -                      | 49.99%                 |
| Business Property Tax Credit         | -                     | 100,053               | 91,640                | 51,866                    | -                      | 56.60%                 |
| Use of Money and Property:           |                       |                       |                       |                           |                        |                        |
| Interest                             | 108,608               | 273,368               | 197,000               | -                         | (197,000)              | 0.00%                  |
| Fund Total                           | \$ 15,102,496         | \$ 15,695,498         | \$ 17,605,049         | \$ 9,095,113              | \$ (8,509,936)         | 51.66%                 |
| <b>Solid Waste Fund:</b>             |                       |                       |                       |                           |                        |                        |
| Recycling Fees                       | \$ 1,336,486          | \$ 1,425,436          | 1,515,000             | 866,266                   | (648,734)              | 57.18%                 |
| Service Charges                      | 20,455                | 21,010                | 21,000                | 12,124                    | (8,876)                | 57.73%                 |
| Interest                             | 6,080                 | 26,230                | 22,000                | -                         | (22,000)               | 0.00%                  |
| Fund Total                           | \$ 1,363,021          | \$ 1,472,676          | \$ 1,558,000          | \$ 878,390                | \$ (679,610)           | 56.38%                 |
| <b>Water Fund:</b>                   |                       |                       |                       |                           |                        |                        |
| Refunds                              | \$ 10,482             | \$ 12,449             | 9,000                 | 8,192                     | \$ (808)               | 91.02%                 |
| Sales Tax                            | 63                    | 22                    | -                     | 92                        | 92                     |                        |
| Excise Tax                           | 982,146               | 1,087,401             | 1,222,000             | 725,679                   | (496,321)              | 59.38%                 |
| Cell Tower Lease                     | 82,534                | 56,144                | 58,222                | 21,797                    | (36,425)               | 37.44%                 |
| Outside Billing                      | 27,692                | 29,060                | 24,000                | 10,843                    | (13,157)               | 45.18%                 |
| Water Sales                          | 13,850,632            | 15,460,204            | 16,337,542            | 10,443,539                | (5,894,003)            | 63.92%                 |
| Hook Up Fees                         | 308,782               | 263,502               | 200,000               | 146,777                   | (53,223)               | 73.39%                 |
| Meter Sales                          | 434,881               | 414,112               | 508,000               | 252,564                   | (255,436)              | 49.72%                 |
| Temporary Water Sales                | 79,960                | 54,460                | 60,000                | 36,920                    | (23,080)               | 61.53%                 |
| Water Availability                   | 3,589,191             | 3,810,091             | 3,960,111             | 2,370,916                 | (1,589,195)            | 59.87%                 |
| Service Charges                      | 140,629               | 169,199               | 303,500               | 84,983                    | (218,518)              | 28.00%                 |
| Unapplied Credits                    | 7,879                 | (4,310)               | -                     | 13,813                    | 13,813                 |                        |
| Deposits                             | 190,643               | 192,087               | 216,000               | 118,029                   | (97,971)               | 54.64%                 |
| Interest                             | 24,000                | 105,000               | 90,000                | -                         | (90,000)               | 0.00%                  |
| Miscellaneous                        | 6,612                 | 6,525                 | -                     | 7,847                     | 7,847                  |                        |
| Fund Total                           | \$ 19,736,125         | \$ 21,981,518         | \$ 22,988,375         | \$ 14,241,989             | \$ (8,746,386)         | 61.95%                 |
| <b>Sewer Fund:</b>                   |                       |                       |                       |                           |                        |                        |
| Sales Tax                            | \$ 262,457            | \$ 260,283            | \$ 282,000            | \$ 148,617                | \$ (133,383)           | 52.70%                 |
| Refunds                              | 53                    | -                     | -                     | -                         | -                      |                        |
| Miscellaneous                        | 2,780                 | 9,649                 | -                     | -                         | -                      |                        |
| Miscellaneous Service Charge         | 60,519                | 60,577                | 228,500               | 31,665                    | (196,835)              | 13.86%                 |
| Sewer Usage                          | 10,019,648            | 9,597,819             | 10,223,023            | 6,054,438                 | (4,168,585)            | 59.22%                 |
| Hook Up Fees                         | 299,199               | 886,353               | 300,000               | 299,223                   | (777)                  | 99.74%                 |
| Sewer Availability                   | 6,426,174             | 6,534,713             | 6,555,612             | 3,931,272                 | (2,624,340)            | 59.97%                 |
| Interest                             | 14,250                | 94,500                | 100,000               | 56,310                    | (43,690)               | 56.31%                 |
| Fund Total                           | \$ 17,085,080         | \$ 17,443,893         | \$ 17,689,135         | \$ 10,521,525             | \$ (7,167,610)         | 59.48%                 |
| <b>Storm Water Fund</b>              |                       |                       |                       |                           |                        |                        |
| Permits                              | \$ 97,220             | \$ 73,760             | \$ 60,000             | \$ 44,375                 | \$ (15,625)            | 73.96%                 |
| Interest                             | 70,903                | 166,196               | 118,000               | -                         | (118,000)              | 0.00%                  |
| Sales Tax                            | 66,277                | 69,187                | 91,000                | 48,958                    | (42,042)               | 53.80%                 |
| Service Charges                      | 3,423,284             | 3,496,365             | 4,168,539             | 2,431,903                 | (1,736,636)            | 58.34%                 |
| Miscellaneous                        | 14,059                | 10,391                | 15,000                | 2,100                     | (12,900)               | 14.00%                 |
| Fund Total                           | \$ 3,671,742          | \$ 3,815,898          | \$ 4,452,539          | \$ 2,527,336              | \$ (1,925,203)         | 56.76%                 |
| <b>Golf Course Fund:</b>             |                       |                       |                       |                           |                        |                        |
| Refunds                              | \$ 1,172              | \$ 1,836              | \$ 1,000              | \$ 1,284                  | \$ 284                 | 128.37%                |
| Commissions                          | 1,051                 | 1,008                 | 1,000                 | 1,569                     | 569                    | 156.90%                |
| Miscellaneous Service Charges        | 26,649                | 25,582                | 50,000                | 26,015                    | (23,985)               | 52.03%                 |
| Gift Certificates                    | 3,447                 | 10,517                | -                     | 1,455                     | 1,455                  |                        |
| Driving Range                        | 212,937               | 228,752               | 201,000               | 124,853                   | (76,147)               | 62.12%                 |
| Rec Program Fees                     | 27,770                | 28,930                | 25,000                | (467)                     | (25,467)               | -1.87%                 |
| Overages (Shortages)                 | (1,145)               | (1,372)               | -                     | (292)                     | (292)                  |                        |
| Food and Beverage Sales              | 292,505               | 306,141               | 245,000               | 166,991                   | (78,009)               | 68.16%                 |
| Clubhouse and Banquet Rental         | 28,729                | 24,291                | 27,000                | 5,908                     | (21,092)               | 21.88%                 |
| Alcoholic Beverage Sales             | 332,814               | 332,115               | 289,000               | 202,113                   | (86,887)               | 69.94%                 |
| Season Passes                        | 109,799               | 110,772               | 109,000               | 450                       | (108,550)              | 0.41%                  |
| Greens Fees                          | 757,386               | 824,833               | 669,000               | 471,974                   | (197,026)              | 70.55%                 |
| Merchandise Sales                    | 150,417               | 141,340               | 125,000               | 87,979                    | (37,021)               | 70.38%                 |
| Cart Rental                          | 446,538               | 470,217               | 399,000               | 280,600                   | (118,400)              | 70.33%                 |
| Equipment Rental                     | 3,604                 | 3,230                 | 3,000                 | 1,905                     | (1,095)                | 63.50%                 |
| Sales Tax                            | 46,635                | 48,454                | 40,000                | 25,462                    | (14,538)               | 63.66%                 |
| Miscellaneous Revenue                | 100,824               | 98,393                | 102,000               | 56,757                    | (45,243)               | 55.64%                 |
| Interest                             | 32,591                | 104,588               | 75,000                | -                         | (75,000)               | 0.00%                  |
| Other Reimbursement                  | -                     | 1,050                 | -                     | -                         | -                      |                        |
| Fund Total                           | \$ 2,573,721          | \$ 2,760,675          | \$ 2,361,000          | \$ 1,454,555              | \$ (906,445)           | 61.61%                 |
| <b>Total - Major Operating Funds</b> | <b>\$ 126,539,137</b> | <b>\$ 135,804,120</b> | <b>\$ 138,445,319</b> | <b>\$ 80,441,613</b>      | <b>\$ (58,003,706)</b> | <b>58.10%</b>          |

<sup>(1)</sup> January is 58.3% of the fiscal year.

**City of Ankeny  
Major Operating Funds  
Budget versus Actual  
January 31, 2025**

|                                    |      | Revenue       |               |                 |      | Expenditures  |               |                 |     |
|------------------------------------|------|---------------|---------------|-----------------|------|---------------|---------------|-----------------|-----|
|                                    |      | Budget        | Actual        | Variance        | %    | Budget        | Actual        | Variance        | %   |
| <b>General Fund</b>                |      |               |               |                 |      |               |               |                 |     |
| Public Safety:                     |      |               |               |                 |      |               |               |                 |     |
| Police Administration              | 1111 | \$ 126,400    | \$ 57,296     | \$ (69,104)     | 45%  | \$ 2,489,267  | \$ 1,425,538  | \$ (1,063,729)  | 57% |
| Police Operations                  | 1112 | 315,903       | 195,368       | (120,535)       | 62%  | 9,408,725     | 5,966,497     | (3,442,228)     | 63% |
| Police Support Services            | 1114 | 36,000        | 19,578        | (16,422)        | 54%  | 2,779,669     | 1,584,015     | (1,195,654)     | 57% |
| Crossing Guards                    | 1119 | -             | -             | -               | N/A  | 130,522       | 56,831        | (73,691)        | 44% |
| Emergency Preparedness             | 1140 | -             | -             | -               | N/A  | 436,585       | 379,758       | (56,827)        | 87% |
| Fire Support                       | 1141 | 474,100       | 455,989       | (18,111)        | 96%  | 1,591,431     | 933,095       | (658,336)       | 59% |
| Fire Suppression                   | 1142 | 1,000         | 1,491         | 491             | 149% | 4,264,786     | 2,542,138     | (1,722,648)     | 60% |
| Emergency Medical Services         | 1144 | 2,802,506     | 1,353,789     | (1,448,717)     | 48%  | 8,891,828     | 5,064,571     | (3,827,257)     | 57% |
| Code Enforcement                   | 1460 | 1,880,600     | 1,433,312     | (447,288)       | 76%  | 2,276,973     | 1,419,889     | (857,084)       | 62% |
| Animal Control                     | 2224 | 3,000         | 1,344         | (1,656)         | 45%  | 32,000        | 12,886        | (19,114)        | 40% |
| Subtotal                           |      | \$ 5,639,509  | \$ 3,518,168  | \$ (2,121,341)  | 62%  | \$ 32,301,786 | \$ 19,385,219 | \$ (12,916,567) | 60% |
| Culture & Recreation:              |      |               |               |                 |      |               |               |                 |     |
| Library                            | 2331 | \$ 280,017    | \$ 224,656    | \$ (55,361)     | 80%  | \$ 2,969,044  | \$ 1,748,006  | \$ (1,221,038)  | 59% |
| Park Administration                | 2440 | 56,000        | 23,177        | (32,823)        | 41%  | 438,956       | 273,648       | (165,308)       | 62% |
| Park Maintenance                   | 2441 | -             | 152           | 152             | N/A  | 2,215,361     | 1,425,310     | (790,051)       | 64% |
| Recreation Programs                | 2442 | 617,000       | 300,147       | (316,853)       | 49%  | 981,319       | 615,631       | (365,688)       | 63% |
| Community Centers                  | 2443 | 210,000       | 202,388       | (7,612)         | 96%  | 608,612       | 333,452       | (275,160)       | 55% |
| Aquatic Centers                    | 2444 | 1,360,000     | 558,645       | (801,355)       | 41%  | 1,553,889     | 1,080,993     | (472,896)       | 70% |
| Prairie Ridge Sports Complex       | 2445 | 416,876       | 266,556       | (150,320)       | 64%  | 1,236,585     | 685,975       | (550,610)       | 55% |
| Hawkeye Concessions                | 2446 | 59,400        | 47,930        | (11,470)        | 81%  | 66,318        | 29,353        | (36,965)        | 44% |
| Cemetery                           | 3547 | -             | -             | -               | N/A  | 600           | -             | (600)           | 0%  |
| Subtotal                           |      | \$ 2,999,293  | \$ 1,623,650  | \$ (1,375,643)  | 54%  | \$ 10,070,684 | \$ 6,192,368  | \$ (3,878,317)  | 61% |
| Public Works:                      |      |               |               |                 |      |               |               |                 |     |
| Airport Authority                  | 3548 | \$ 723,972    | \$ 378,081    | \$ (345,891)    | 52%  | \$ 724,016    | \$ 362,008    | \$ (362,008)    | 50% |
| Subtotal                           |      | \$ 723,972    | \$ 378,081    | \$ (345,891)    | 52%  | \$ 724,016    | \$ 362,008    | \$ (362,008)    | 50% |
| Community & Economic Development:  |      |               |               |                 |      |               |               |                 |     |
| Development Engineering            | 3545 | \$ 48,000     | \$ 29,447     | \$ (18,553)     | 61%  | \$ 1,052,507  | \$ 669,525    | \$ (382,982)    | 64% |
| Housing Authority                  | 3648 | -             | -             | -               | N/A  | 43,968        | 38,968        | (5,000)         | 89% |
| Economic Development               | 4886 | -             | -             | -               | N/A  | 484,050       | 269,130       | (214,920)       | 56% |
| Community Development              | 4887 | 22,000        | 24,870        | 2,870           | 113% | 1,349,078     | 777,385       | (571,693)       | 58% |
| Subtotal                           |      | \$ 70,000     | \$ 54,317     | \$ (15,683)     | 78%  | \$ 2,929,603  | \$ 1,755,008  | \$ (1,174,595)  | 60% |
| General Government:                |      |               |               |                 |      |               |               |                 |     |
| Communications                     | 2335 | \$ -          | \$ -          | \$ -            | N/A  | \$ 475,097    | \$ 265,639    | \$ (209,458)    | 56% |
| Mayor and City Council             | 4881 | -             | -             | -               | N/A  | 206,055       | 137,329       | (68,726)        | 67% |
| Human Resources                    | 4882 | -             | -             | -               | N/A  | 547,561       | 330,366       | (217,195)       | 60% |
| City Manager                       | 4883 | -             | -             | -               | N/A  | 1,304,996     | 806,922       | (498,074)       | 62% |
| City Clerk                         | 4884 | 131,900       | 84,335        | (47,565)        | 64%  | 531,263       | 306,849       | (224,414)       | 58% |
| Finance                            | 4885 | 40,239,901    | 24,314,913    | (15,924,988)    | 60%  | 651,805       | 418,147       | (233,658)       | 64% |
| Information Technology             | 4889 | 436,613       | 172,747       | (263,866)       | 40%  | 1,746,446     | 792,206       | (954,240)       | 45% |
| City Hall Building                 | 4891 | -             | -             | -               | N/A  | 157,800       | 89,722        | (68,078)        | 57% |
| Subtotal                           |      | \$ 40,808,414 | \$ 24,571,996 | \$ (16,236,418) | 60%  | \$ 5,621,023  | \$ 3,147,181  | \$ (2,473,842)  | 56% |
| Total General Fund                 |      | \$ 50,241,188 | \$ 30,146,212 | \$ (20,094,976) | 60%  | \$ 51,647,112 | \$ 30,841,783 | \$ (20,805,329) | 60% |
| Hotel/Motel Tax Fund               |      |               |               |                 |      |               |               |                 |     |
| Community and Economic Development | 2233 | \$ 31,000     | \$ -          | \$ (31,000)     | 0%   | \$ 1,807,417  | \$ 1,013,581  | \$ (793,836)    | 56% |
| Road Use Tax Fund                  |      |               |               |                 |      |               |               |                 |     |
| Public Works:                      |      |               |               |                 |      |               |               |                 |     |
| Street Lighting                    | 1260 | \$ -          | \$ -          | \$ -            | N/A  | \$ 726,000    | \$ 404,572    | \$ (321,428)    | 56% |
| Roadway Administration             | 3261 | 9,492,971     | 5,730,315     | (3,762,656)     | 60%  | 2,266,916     | 1,204,292     | (1,062,624)     | 53% |
| Roadway Maintenance                | 3262 | -             | 1,316         | 1,316           | N/A  | 3,348,624     | 2,205,050     | (1,143,574)     | 66% |
| Snow and Ice Control               | 3263 | -             | -             | -               | N/A  | 2,533,955     | 561,777       | (1,972,178)     | 22% |
| Traffic Safety                     | 3265 | -             | -             | -               | N/A  | 1,841,649     | 1,269,382     | (572,267)       | 69% |
| Total Road Use Tax Fund            |      | \$ 9,492,971  | \$ 5,731,631  | \$ (3,761,340)  | 60%  | \$ 10,717,144 | \$ 5,645,073  | \$ (5,072,071)  | 53% |



| Revenue                            |      |                       |                      |                        |          | Expenditures          |                      |                        |          |  |  |
|------------------------------------|------|-----------------------|----------------------|------------------------|----------|-----------------------|----------------------|------------------------|----------|--|--|
|                                    |      | <u>Budget</u>         | <u>Actual</u>        | <u>Variance</u>        | <u>%</u> | <u>Budget</u>         | <u>Actual</u>        | <u>Variance</u>        | <u>%</u> |  |  |
| Tax Increment Financing            |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Community and Economic Development | 4280 | \$ 8,947,117          | \$ 4,253,578         | \$ (4,693,539)         | 48%      | \$ 3,760,333          | \$ 99,538            | \$ (3,660,795)         | 3%       |  |  |
| Police and Fire Retirement         |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Public Safety:                     | 4290 | \$ 3,078,945          | \$ 1,591,285         | \$ (1,487,660)         | 52%      | \$ 3,112,669          | \$ 1,903,902         | \$ (1,208,767)         | 61%      |  |  |
| Debt Service                       |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Debt Service:                      | 4300 | \$ 17,605,049         | \$ 9,095,113         | \$ (8,509,936)         | 52%      | \$ 26,086,257         | \$ 2,206,023         | \$ (23,880,234)        | 8%       |  |  |
| Solid Waste                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        | 3500 | \$ 1,558,000          | \$ 878,390           | \$ (679,610)           | 56%      | \$ 1,539,776          | \$ 852,272           | \$ (687,504)           | 55%      |  |  |
| Water                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Utility Deposits                   | 3505 | \$ 216,000            | \$ 118,029           | \$ (97,971)            | 55%      | \$ 178,000            | \$ 105,700           | \$ (72,300)            | 59%      |  |  |
| Water Administration               | 3510 | 22,772,375            | 14,123,960           | (8,648,415)            | 62%      | 13,266,097            | 5,754,650            | (7,511,447)            | 43%      |  |  |
| Water Maintenance                  | 3512 | -                     | -                    | -                      | N/A      | 2,996,867             | 1,710,338            | (1,286,529)            | 57%      |  |  |
| Water Improvement                  | 3520 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Water Sinking                      | 3530 | -                     | -                    | -                      | N/A      | 3,121,130             | 386,681              | (2,734,449)            | 12%      |  |  |
| Total Water Fund                   |      | <u>\$ 22,988,375</u>  | <u>\$ 14,241,989</u> | <u>\$ (8,746,386)</u>  | 62%      | <u>\$ 19,562,094</u>  | <u>\$ 7,957,369</u>  | <u>\$ (11,604,725)</u> | 41%      |  |  |
| Sewer                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Wastewater Administration          | 3550 | \$ 17,689,135         | \$ 10,521,525        | \$ (7,167,610)         | 59%      | \$ 9,342,284          | \$ 5,990,183         | \$ (3,352,101)         | 64%      |  |  |
| Wastewater Operations              | 3552 | -                     | -                    | -                      | N/A      | 1,699,883             | 1,036,595            | (663,288)              | 61%      |  |  |
| Sewer Improvement                  | 3560 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Total Sewer Fund                   |      | <u>\$ 17,689,135</u>  | <u>\$ 10,521,525</u> | <u>\$ (7,167,610)</u>  | 59%      | <u>\$ 11,042,167</u>  | <u>\$ 7,026,778</u>  | <u>\$ (4,015,389)</u>  | 64%      |  |  |
| Storm Water                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Storm Water Administration         | 3580 | \$ 4,452,539          | \$ 2,527,336         | \$ (1,925,203)         | 57%      | \$ 1,085,920          | \$ 652,618           | \$ (433,302)           | 60%      |  |  |
| Street Cleaning                    | 3584 | -                     | -                    | -                      | N/A      | 270,825               | 128,487              | (142,338)              | 47%      |  |  |
| Total Storm Water Fund             |      | <u>\$ 4,452,539</u>   | <u>\$ 2,527,336</u>  | <u>\$ (1,925,203)</u>  | 57%      | <u>\$ 1,356,745</u>   | <u>\$ 781,105</u>    | <u>\$ (575,640)</u>    | 58%      |  |  |
| Golf Course                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Golf Course Maintenance            | 2591 | \$ 1,000              | \$ 1,243             | \$ 243                 | 124%     | \$ 839,224            | \$ 465,064           | \$ (374,160)           | 55%      |  |  |
| Golf Course Pro Shop               | 2592 | 1,669,500             | 1,009,832            | (659,668)              | 60%      | 762,889               | 424,271              | (338,618)              | 56%      |  |  |
| Golf Course Banquet Services       | 2595 | 690,500               | 443,479              | (247,021)              | 64%      | 995,793               | 477,141              | (518,652)              | 48%      |  |  |
| Total Golf Course Fund             |      | <u>\$ 2,361,000</u>   | <u>\$ 1,454,555</u>  | <u>\$ (906,445)</u>    | 62%      | <u>\$ 2,597,906</u>   | <u>\$ 1,366,475</u>  | <u>\$ (1,231,431)</u>  | 53%      |  |  |
| Total                              |      | <u>\$ 138,445,319</u> | <u>\$ 80,441,613</u> | <u>\$ (58,003,706)</u> | 58%      | <u>\$ 133,229,620</u> | <u>\$ 59,693,899</u> | <u>\$ (73,535,721)</u> | 45%      |  |  |

**City of Ankeny  
Investment Schedule  
January 2025**

| Account Number                | Institution                    | Description         | Type             | Interest Rate | Purchase Date | Maturity Date | Days | Principal         | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance January 31, 2025 |
|-------------------------------|--------------------------------|---------------------|------------------|---------------|---------------|---------------|------|-------------------|------------------|---------------------|------------------------------|--------------------|--------------------------|
| <b>Capital Projects</b>       |                                |                     |                  |               |               |               |      |                   |                  |                     |                              |                    |                          |
| 1346315-1                     | IPAIT                          | CD                  | CD               | 4.550%        | 2/1/2023      | 8/5/2024      | 551  | \$ 3,000,000.00   | \$ -             | \$ -                | \$ 211,991.00                | \$ 3,000,000.00    | \$ -                     |
|                               | Robert W. Baird & Co.          | T-Note              | T-Note           | 5.407%        | 9/5/2023      | 8/15/2024     | 345  | 5,000,000.00      | -                | (226,243.75)        | 235,618.75                   | 4,773,756.25       | -                        |
| 48511043811                   | Veridian Credit Union          | CD                  | CD               | 5.641%        | 9/27/2023     | 9/27/2024     | 365  | 4,000,000.00      | -                | -                   | 225,240.48                   | 4,000,000.00       | -                        |
|                               | RBC Wealth Managem             | FHLB                | Federal Security | 4.830%        | 9/3/2024      | 2/14/2025     | 164  | 5,000,000.00      | 12,270.83        | (3,950.00)          | -                            | -                  | 5,008,320.83             |
| 313-91634                     | RBC Wealth Managem             | T-Note              | T-Note           | 5.015%        | 3/5/2024      | 3/15/2025     | 375  | 5,000,000.00      | -                | (159,523.44)        | 43,750.00                    | -                  | 4,840,476.56             |
|                               | Robert W. Baird & Co.          | FNMA                | Federal Security | 4.407%        | 9/3/2024      | 8/25/2025     | 356  | 5,000,000.00      | 416.67           | (188,525.65)        | -                            | -                  | 4,811,891.02             |
| 104092373377                  | Community Choice Cr            | CD                  | CD               | 4.250%        | 9/27/2024     | 9/27/2025     | 364  | 4,000,000.00      | -                | -                   | -                            | -                  | 4,000,000.00             |
|                               | Robert W. Baird & Co.          | T-Note              | T-Note           | 4.119%        | 9/3/2024      | 2/15/2026     | 530  | 5,000,000.00      | 4,194.97         | (170,858.59)        | -                            | -                  | 4,833,336.38             |
|                               | RBC Wealth Managem             | T-Note              | T-Note           | 3.891%        | 9/3/2024      | 8/15/2026     | 711  | 5,000,000.00      | 11,294.16        | 43,848.75           | -                            | -                  | 5,055,142.91             |
| Subtotal                      |                                |                     |                  |               |               |               |      | \$ 41,000,000.00  | \$ 28,176.63     | \$ (705,252.68)     | \$ 716,600.23                | \$ 11,773,756.25   | \$ 28,549,167.70         |
| <b>Equipment Reserve</b>      |                                |                     |                  |               |               |               |      |                   |                  |                     |                              |                    |                          |
| 1363657-1                     | IPAIT                          | CD                  | CD               | 5.275%        | 6/24/2024     | 6/23/2025     | 364  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00          |
| Subtotal                      |                                |                     |                  |               |               |               |      | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00          |
| <b>General Funds</b>          |                                |                     |                  |               |               |               |      |                   |                  |                     |                              |                    |                          |
|                               | Robert W. Baird & Co.          | T-Bill              | T-Bill           | 5.314%        | 4/15/2024     | 7/11/2024     | 87   | \$ 2,962,574.50   | \$ -             | \$ -                | \$ 37,425.50                 | \$ 2,962,574.50    | \$ -                     |
| 6900962723                    | BMO                            | CD                  | CD               | 5.320%        | 1/26/2024     | 7/23/2024     | 179  | 5,000,000.00      | -                | -                   | 128,450.40                   | 5,000,000.00       | -                        |
| 13637253                      | Bankers Trust                  | CD                  | CD               | 5.320%        | 1/26/2024     | 7/26/2024     | 182  | 5,000,000.00      | -                | -                   | 130,890.40                   | 5,000,000.00       | -                        |
|                               | Robert W. Baird & Co.          | Korea Dev Bank NY   | Commercial Paper | 5.150%        | 1/29/2024     | 8/1/2024      | 185  | 2,920,604.16      | -                | -                   | 79,395.84                    | 2,920,604.16       | -                        |
|                               | Robert W. Baird & Co.          | Natixis             | Commercial Paper | 5.607%        | 12/6/2023     | 8/20/2024     | 258  | 4,806,858.35      | -                | -                   | 193,141.65                   | 4,806,858.35       | -                        |
| 313-91634                     | RBC Wealth Managem             | T-Note              | T-Note           | 5.104%        | 1/29/2024     | 8/31/2024     | 215  | 5,000,000.00      | -                | (52,996.87)         | 134,246.87                   | 4,947,003.13       | -                        |
| 260003236                     | Community State                | CD                  | CD               | 5.740%        | 9/27/2023     | 9/26/2024     | 365  | 5,000,000.00      | -                | -                   | 286,778.07                   | 5,000,000.00       | -                        |
|                               | Robert W. Baird & Co.          | T-Note              | T-Note           | 5.240%        | 4/15/2024     | 10/31/2024    | 199  | 3,000,000.00      | -                | (13,748.44)         | 79,373.44                    | 2,986,251.56       | -                        |
| 6900908841                    | BMO                            | CD                  | CD               | 5.880%        | 11/16/2023    | 11/16/2024    | 366  | 2,000,000.00      | -                | -                   | 117,891.22                   | 2,000,000.00       | -                        |
| 0015592889-1001               | Green State Credit Uni         | CD                  | CD               | 5.150%        | 1/26/2024     | 1/27/2025     | 367  | 3,000,000.00      | -                | -                   | 155,357.64                   | 3,000,000.00       | -                        |
|                               | 23515 South Story Bank & Tru   | CD                  | CD               | 4.750%        | 9/16/2024     | 3/16/2025     | 181  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
|                               | 40029282 Two Rivers Bank & Tru | CD                  | CD               | 4.625%        | 9/27/2024     | 3/27/2025     | 181  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
|                               | 900020710 Northwest Bank       | CD                  | CD               | 5.040%        | 4/10/2024     | 4/10/2025     | 365  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
| 313-91634                     | RBC Wealth Managem             | T-Note              | T-Note           | 5.113%        | 4/15/2024     | 4/15/2025     | 365  | 3,000,000.00      | -                | (71,017.50)         | 39,375.00                    | -                  | 2,928,982.50             |
|                               | RBC Wealth Managem             | T-Bill              | T-Bill           | 4.248%        | 12/13/2024    | 5/29/2025     | 167  | 5,000,000.00      | -                | (95,336.81)         | -                            | -                  | 4,904,663.19             |
| 0015592889-1002               | Green State Credit Uni         | CD                  | CD               | 4.525%        | 9/16/2024     | 6/16/2025     | 273  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
| 40029308                      | Two Rivers Bank & Tru          | CD                  | CD               | 4.450%        | 9/27/2024     | 6/27/2025     | 273  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
|                               | Robert W. Baird & Co.          | Natixis             | Commercial Paper | 4.468%        | 12/12/2024    | 8/7/2025      | 238  | 4,856,538.90      | -                | -                   | -                            | -                  | 4,856,538.90             |
|                               | Robert W. Baird & Co.          | T-Note              | T-Note           | 4.282%        | 12/13/2024    | 8/31/2025     | 261  | 5,000,000.00      | 3,591.16         | (139,860.95)        | -                            | -                  | 4,863,730.21             |
|                               | RBC Wealth Managem             | MUFG Bank           | Commercial Paper | 4.442%        | 12/12/2024    | 9/5/2025      | 267  | 4,840,541.65      | -                | -                   | -                            | -                  | 4,840,541.65             |
| 0015592889-1003               | Green State Credit Uni         | CD                  | CD               | 4.500%        | 9/16/2024     | 9/16/2025     | 365  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
|                               | 40029324 Two Rivers Bank & Tru | CD                  | CD               | 4.250%        | 9/27/2024     | 9/27/2025     | 365  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00             |
|                               | Robert W. Baird & Co.          | T-Note              | T-Note           | 4.256%        | 12/13/2024    | 11/30/2025    | 352  | 5,000,000.00      | 669.64           | (179,750.00)        | -                            | -                  | 4,820,919.64             |
| 3000907325                    | Lincoln Savings Bank           | MM                  | Money market     | 3.250%        | N/A           | N/A           | MM   | 7,604,632.74      | -                | -                   | 170,379.06                   | -                  | 7,604,632.74             |
| 39246-101                     | IPAIT                          | MM                  | Money market     | 4.181%        | N/A           | N/A           | MM   | 80,577,341.74     | -                | -                   | 978,131.38                   | 58,000,000.00      | 22,577,341.74            |
|                               | Farmers State Bank             | MM                  | Money market     | 4.080%        | N/A           | N/A           | MM   | 24,930,551.00     | -                | -                   | 671,518.03                   | -                  | 24,930,551.00            |
| Subtotal                      |                                |                     |                  |               |               |               |      | \$ 214,499,643.04 | \$ 4,260.80      | \$ (552,710.57)     | \$ 3,202,354.50              | \$ 96,623,291.70   | \$ 117,327,901.57        |
| <b>Police/Fire Pension</b>    |                                |                     |                  |               |               |               |      |                   |                  |                     |                              |                    |                          |
| 1363657-1                     | IPAIT                          | CD                  | CD               | 5.275%        | 6/24/2024     | 6/23/2025     | 364  | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00            |
| Subtotal                      |                                |                     |                  |               |               |               |      | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00            |
| <b>Sewer Improvement Fund</b> |                                |                     |                  |               |               |               |      |                   |                  |                     |                              |                    |                          |
| 48511043811                   | Veridian Credit Union          | CD                  | CD               | 5.641%        | 9/27/2023     | 9/27/2024     | 365  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ 56,310.12                 | \$ 1,000,000.00    | \$ -                     |
|                               | 1363657-1                      | IPAIT               | CD               | 5.275%        | 6/24/2024     | 6/23/2025     | 364  | 1,000,000.00      | -                | -                   | -                            | -                  | 1,000,000.00             |
|                               | 104092373377                   | Community Choice Cr | CD               | 4.250%        | 9/27/2024     | 9/27/2025     | 364  | 1,000,000.00      | -                | -                   | -                            | -                  | 1,000,000.00             |
| Subtotal                      |                                |                     |                  |               |               |               |      | \$ 3,000,000.00   | \$ -             | \$ -                | \$ 56,310.12                 | \$ 1,000,000.00    | \$ 2,000,000.00          |

**City of Ankeny  
Investment Schedule  
January 2025**

| Account<br>Number                   | Institution | Description | Type | Interest<br>Rate | Purchase<br>Date | Maturity<br>Date | Days | Principal         | Accrued<br>Interest | Premium/<br>(Discount) | Interest/<br>Dividends<br>Received | Principal<br>Redeemed | Balance<br>January 31, 2025 |
|-------------------------------------|-------------|-------------|------|------------------|------------------|------------------|------|-------------------|---------------------|------------------------|------------------------------------|-----------------------|-----------------------------|
| <b>Water Fund</b>                   |             |             |      |                  |                  |                  |      |                   |                     |                        |                                    |                       |                             |
| 1363657-1                           | IPAIT       | CD          | CD   | 5.275%           | 6/24/2024        | 6/23/2025        | 364  | \$ 2,000,000.00   | \$ -                | \$ -                   | \$ -                               | \$ -                  | \$ 2,000,000.00             |
| Subtotal                            |             |             |      |                  |                  |                  |      | \$ 2,000,000.00   | \$ -                | \$ -                   | \$ -                               | \$ -                  | \$ 2,000,000.00             |
| Total Investments                   |             |             |      |                  |                  |                  |      | \$ 261,999,643.04 | \$ 32,437.43        | \$ (1,257,963.25)      | \$ 3,975,264.85                    | \$ 109,397,047.95     | \$ 151,377,069.27           |
| <b><u>Totals by Institution</u></b> |             |             |      |                  |                  |                  |      |                   |                     |                        |                                    |                       |                             |
| Bankers Trust                       |             |             |      |                  |                  |                  |      | \$ 5,000,000.00   | \$ -                | \$ -                   | \$ 130,890.40                      | \$ 5,000,000.00       | \$ -                        |
| BMO                                 |             |             |      |                  |                  |                  |      | 7,000,000.00      | -                   | -                      | 246,341.62                         | 7,000,000.00          | -                           |
| Community Choice Credit Union       |             |             |      |                  |                  |                  |      | 5,000,000.00      | -                   | -                      | -                                  | -                     | 5,000,000.00                |
| Community State                     |             |             |      |                  |                  |                  |      | 5,000,000.00      | -                   | -                      | 286,778.07                         | 5,000,000.00          | -                           |
| Farmers State Bank                  |             |             |      |                  |                  |                  |      | 24,930,551.00     | -                   | -                      | 671,518.03                         | -                     | 24,930,551.00               |
| First Interstate Bank               |             |             |      |                  |                  |                  |      | -                 | -                   | -                      | -                                  | -                     | -                           |
| First National Bank                 |             |             |      |                  |                  |                  |      | -                 | -                   | -                      | -                                  | -                     | -                           |
| Great Southern Bank                 |             |             |      |                  |                  |                  |      | -                 | -                   | -                      | -                                  | -                     | -                           |
| Green State Credit Union            |             |             |      |                  |                  |                  |      | 13,000,000.00     | -                   | -                      | 155,357.64                         | 3,000,000.00          | 10,000,000.00               |
| IPAIT                               |             |             |      |                  |                  |                  |      | 88,077,341.74     | -                   | -                      | 1,190,122.38                       | 61,000,000.00         | 27,077,341.74               |
| Lincoln Savings Bank                |             |             |      |                  |                  |                  |      | 7,604,632.74      | -                   | -                      | 170,379.06                         | -                     | 7,604,632.74                |
| Northwest Bank                      |             |             |      |                  |                  |                  |      | 5,000,000.00      | -                   | -                      | -                                  | -                     | 5,000,000.00                |
| RBC Wealth Management               |             |             |      |                  |                  |                  |      | 32,840,541.65     | 23,564.99           | (338,975.87)           | 217,371.87                         | 4,947,003.13          | 27,578,127.64               |
| Robert W. Baird & Co.               |             |             |      |                  |                  |                  |      | 43,546,575.91     | 8,872.44            | (918,987.38)           | 624,955.18                         | 18,450,044.82         | 24,186,416.15               |
| Two Rivers Bank                     |             |             |      |                  |                  |                  |      | -                 | -                   | -                      | -                                  | -                     | -                           |
| South Story Bank & Trust            |             |             |      |                  |                  |                  |      | 5,000,000.00      | -                   | -                      | -                                  | -                     | 5,000,000.00                |
| Two Rivers Bank & Trust             |             |             |      |                  |                  |                  |      | 15,000,000.00     | -                   | -                      | -                                  | -                     | 15,000,000.00               |
| Veridian Credit Union               |             |             |      |                  |                  |                  |      | 5,000,000.00      | -                   | -                      | 281,550.60                         | 5,000,000.00          | -                           |
| Wells Fargo Bank                    |             |             |      |                  |                  |                  |      | -                 | -                   | -                      | -                                  | -                     | -                           |
| Total                               |             |             |      |                  |                  |                  |      | \$ 261,999,643.04 | \$ 32,437.43        | \$ (1,257,963.25)      | \$ 3,975,264.85                    | \$ 109,397,047.95     | \$ 151,377,069.27           |
| <b><u>Totals by Type</u></b>        |             |             |      |                  |                  |                  |      |                   |                     |                        |                                    |                       |                             |
| CD                                  |             |             |      |                  |                  |                  |      | \$ 72,500,000.00  | \$ -                | \$ -                   | \$ 1,312,909.33                    | \$ 28,000,000.00      | \$ 44,500,000.00            |
| Commercial paper                    |             |             |      |                  |                  |                  |      | 17,424,543.06     | -                   | -                      | 272,537.49                         | 7,727,462.51          | 9,697,080.55                |
| Money market                        |             |             |      |                  |                  |                  |      | 113,112,525.48    | -                   | -                      | 1,820,028.47                       | 58,000,000.00         | 55,112,525.48               |
| Federal security                    |             |             |      |                  |                  |                  |      | 10,000,000.00     | 12,687.50           | (192,475.65)           | -                                  | -                     | 9,820,211.85                |
| T-Bill                              |             |             |      |                  |                  |                  |      | 7,962,574.50      | -                   | (95,336.81)            | 37,425.50                          | 2,962,574.50          | 4,904,663.19                |
| T-Note                              |             |             |      |                  |                  |                  |      | 41,000,000.00     | 19,749.93           | (970,150.79)           | 532,364.06                         | 12,707,010.94         | 27,342,588.20               |
|                                     |             |             |      |                  |                  |                  |      | \$ 261,999,643.04 | \$ 32,437.43        | \$ (1,257,963.25)      | \$ 3,975,264.85                    | \$ 109,397,047.95     | \$ 151,377,069.27           |



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file Building Permit Report for January 2025.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Enhance Quality of Life

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. January 2025 Building Permit Report

**City of Ankeny  
Building Permit Report**

**Month of January 2025**

|                                      | <b>Issued</b>     |                     | <b>Issued</b>     |                    | <b>Issued Calendar Year</b> |                     |                           |                    | <b>Issued Fiscal Year</b> |                      |
|--------------------------------------|-------------------|---------------------|-------------------|--------------------|-----------------------------|---------------------|---------------------------|--------------------|---------------------------|----------------------|
|                                      | <b>January-25</b> |                     | <b>January-24</b> |                    | <b>1/1/2025-1/31/2025</b>   |                     | <b>1/1/2024-1/31/2024</b> |                    | <b>7/1/2024-1/31/2025</b> |                      |
|                                      | Num               | Valuation           | Num               | Valuation          | Num                         | Valuation           | Num                       | Valuation          | Num                       | Valuation            |
| <b>RESIDENTIAL</b>                   |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| New Dwellings                        |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| New Single Family Detached           | 21                | \$7,917,976         | 14                | \$5,468,504        | 21                          | \$7,917,976         | 14                        | \$5,468,504        | 166                       | \$65,693,551         |
| New Single Family Attached/Duplex    | 7                 | \$1,981,155         | 6                 | \$1,746,876        | 7                           | \$1,981,155         | 6                         | \$1,746,876        | 190                       | \$46,548,260         |
| New Multi - Family                   | 0                 | \$0                 | 0                 | \$0                | 0                           | \$0                 | 0                         | \$0                | 6                         | \$16,824,943         |
| <b>Total New Residential Permits</b> | <b>28</b>         | <b>\$9,899,131</b>  | <b>20</b>         | <b>\$7,215,380</b> | <b>28</b>                   | <b>\$9,899,131</b>  | <b>20</b>                 | <b>\$7,215,380</b> | <b>362</b>                | <b>\$129,066,754</b> |
| Additions/Alterations/Other (1)      | 36                | \$712,609           | 19                | \$331,129          | 36                          | \$712,609           | 19                        | \$331,129          | 429                       | \$5,454,590          |
| <b>Total New Dwelling Units</b>      | <b>28</b>         |                     | <b>20</b>         |                    | <b>28</b>                   |                     | <b>20</b>                 |                    | <b>528</b>                |                      |
|                                      |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| <b>NON-RESIDENTIAL</b>               |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| New Commercial                       | 1                 | \$949,614           | 0                 | \$0                | 1                           | \$949,614           | 0                         | \$0                | 14                        | \$71,693,320         |
| COM Additions/Alterations/Other      | 2                 | \$65,000            | 2                 | \$148,167          | 2                           | \$65,000            | 2                         | \$148,167          | 51                        | \$17,436,712         |
| New Church                           | 0                 | \$0                 | 0                 | \$0                | 0                           | \$0                 | 0                         | \$0                | 0                         | \$0                  |
| CHR Additions/Alterations/Other      | 1                 | \$42,000            | 0                 | \$0                | 1                           | \$42,000            | 0                         | \$0                | 4                         | \$278,160            |
| New School                           | 0                 | \$0                 | 0                 | \$0                | 0                           | \$0                 | 0                         | \$0                | 0                         | \$0                  |
| SCH Additions/Alterations/Other      | 0                 | \$0                 | 0                 | \$0                | 0                           | \$0                 | 0                         | \$0                | 0                         | \$0                  |
| <b>Total Non Residential Permits</b> | <b>4</b>          | <b>\$1,056,614</b>  | <b>2</b>          | <b>\$148,167</b>   | <b>4</b>                    | <b>\$1,056,614</b>  | <b>2</b>                  | <b>\$148,167</b>   | <b>69</b>                 | <b>\$89,408,192</b>  |
|                                      |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| MISC PERMITS (2)                     | 22                | \$124,862           | 30                | \$97,630           | 22                          | \$124,862           | 30                        | \$97,630           | 398                       | \$632,668            |
|                                      |                   |                     |                   |                    |                             |                     |                           |                    |                           |                      |
| <b>TOTALS</b>                        | <b>90</b>         | <b>\$11,793,216</b> | <b>71</b>         | <b>\$7,792,306</b> | <b>90</b>                   | <b>\$11,793,216</b> | <b>71</b>                 | <b>\$7,792,306</b> | <b>1258</b>               | <b>\$224,562,204</b> |

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

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

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

\* includes footing & foundation permits

The City Of Ankeny  
Building Permit Report (Monthly)  
Date xlRange from January 2025

| Type of Use            | Type of Work        | Issue Date | Valuation | Permit Number | Street Address           | Applicant Name                 | Contractor Name                |
|------------------------|---------------------|------------|-----------|---------------|--------------------------|--------------------------------|--------------------------------|
| Single Family Detached | New Building        | 1/3/2025   | \$444,395 | 24-6494-NEW   | 205 SW 17th St           | Haven Homes Design Build       | Haven Homes Design Build       |
| Single Family Detached | New Building        | 1/3/2025   | \$558,701 | 24-6666-NEW   | 1513 NW Jackson Dr       | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/3/2025   | \$417,142 | 24-6670-NEW   | 2715 NW Cedarwood Dr     | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/6/2025   | \$363,836 | 24-6689-NEW   | 1508 NW Benjamin Dr      | Greenland Homes Inc            | Greenland Homes IA INC         |
| Single Family Detached | New Building        | 1/7/2025   | \$352,187 | 24-6701-NEW   | 4209 NE 5th St           | Jerry's Homes Inc              | Jerry's Homes Inc              |
| Single Family Detached | New Building        | 1/9/2025   | \$392,854 | 24-6495-NEW   | 2815 NW Cedarwood Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/9/2025   | \$458,394 | 24-6496-NEW   | 2811 NW Cedarwood Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/9/2025   | \$455,554 | 24-6497-NEW   | 2807 NW Cedarwood Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/10/2025  | \$457,829 | 24-6737-NEW   | 605 SW Magazine Rd       | Haven Homes Design Build       | Haven Homes Design Build       |
| Single Family Detached | New Building        | 1/14/2025  | \$260,221 | 24-6671-NEW   | 4315 NW 13th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/14/2025  | \$256,210 | 24-6673-NEW   | 4306 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/14/2025  | \$279,620 | 24-6687-NEW   | 4310 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/14/2025  | \$429,935 | 25-0004-NEW   | 1306 NW Jackson Dr       | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building        | 1/27/2025  | \$379,901 | 24-6520-NEW   | 303 SW 17th St           | Caliber Homes                  | Caliber Homes                  |
| Single Family Detached | New Building        | 1/28/2025  | \$274,763 | 25-0166-NEW   | 1305 NE Deerfield Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/28/2025  | \$324,438 | 25-0167-NEW   | 5516 NE Sienna Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/28/2025  | \$393,697 | 25-0169-NEW   | 1301 NE Deerfield Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/28/2025  | \$299,018 | 25-0172-NEW   | 1223 NE Deerfield Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/28/2025  | \$422,923 | 25-0174-NEW   | 5520 NE Sienna Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/29/2025  | \$336,000 | 25-0176-NEW   | 5524 NE Sienna Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building        | 1/29/2025  | \$360,358 | 25-0178-NEW   | 5528 NE Sienna Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$300,408 | 25-0224-NEW   | 5517 NE Lavender Ln      | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$274,029 | 25-0226-NEW   | 5513 NE Lavender Ln      | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$274,029 | 25-0227-NEW   | 5509 NE Lavender Ln      | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$274,029 | 25-0230-NEW   | 5505 NE Lavender Ln      | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$300,408 | 25-0231-NEW   | 5501 NE Lavender Ln      | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$279,126 | 25-0263-NEW   | 4305 NE 13th St          | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Attached | New Building        | 1/28/2025  | \$279,126 | 25-0264-NEW   | 4301 NE 13th St          | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | Building Alteration | 1/2/2025   | \$25,200  | 24-6772-ALT   | 2716 NW 27th St          | Joshua Hall                    | Joshua Hall                    |
| Single Family Detached | Building Alteration | 1/4/2025   | \$19,593  | 24-6734-ALT   | 114 NE Bel-Aire Rd       | Culp Home Improvement LLC      | Culp Home Improvement LLC      |
| Single Family Detached | Building Alteration | 1/4/2025   | \$30,618  | 25-0006-ALT   | 3308 NW 17th St          | Thelen Kevin                   | Thelen Kevin                   |
| Single Family Detached | Building Alteration | 1/5/2025   | \$16,096  | 25-0001-ALT   | 704 NE Deerfield Dr      | Raganini Emanuele              | Raganini Emanuele              |
| Single Family Detached | Solar               | 1/6/2025   | \$10,260  | 24-6535-SOL   | 1206 NW Benjamin Dr      | One Source Solar               | 1 Source Solar                 |
| Single Family Detached | Building Alteration | 1/6/2025   | \$12,316  | 24-6739-ALT   | 405 SE 3rd St            | Halbrook Jason                 | Halbrook Jason                 |
| Single Family Detached | Building Alteration | 1/8/2025   | \$13,545  | 25-0028-ALT   | 1016 NE 41st St          | John Wetzel                    | John H Wetzel                  |
| Single Family Detached | Building Addition   | 1/9/2025   | \$31,809  | 25-0075-ADD   | 217 NW Chapel Dr         | Beyer Building Solutions LLC   | Beyer Building Solutions LLC   |
| Single Family Detached | Building Alteration | 1/14/2025  | \$16,286  | 24-6735-ALT   | 1624 NE Deerfield Dr     | Culp Home Improvement LLC      | Culp Home Improvement LLC      |
| Single Family Detached | Building Alteration | 1/14/2025  | \$13,892  | 25-0127-ALT   | 2001 NW Boulder Ridge Ln | Ultimate Construction Services | Ultimate Construction Services |
| Single Family Detached | Building Alteration | 1/15/2025  | \$33,106  | 25-0111-ALT   | 1914 NE Trilein Dr       | Dvorak Construction            | Dvorak Construction            |
| Single Family Detached | Building Alteration | 1/16/2025  | \$1,350   | 25-0037-ALT   | 2906 NW Abilene Rd       | Travis Johnson                 | Travis Johnson                 |
| Single Family Detached | Building Alteration | 1/17/2025  | \$27,594  | 25-0061-ALT   | 2404 NW Beechwood St     | Naylor Ross                    | Renomads LLC                   |

|                        |                     |           |           |               |                              |                                    |                                    |
|------------------------|---------------------|-----------|-----------|---------------|------------------------------|------------------------------------|------------------------------------|
| Single Family Detached | Solar               | 1/17/2025 | \$44,113  | 25-0156-SOL   | 1510 SW Ordnanace Rd         | Izzy Miranda                       | Wegner Roofing & Solar Corporation |
| Single Family Detached | Building Addition   | 1/17/2025 | \$16,154  | 25-0179-ADD   | 713 NE 57th St               | Schaal Plumbing, Heating & Cooling | Schaal Plumbing, Heating & Cooling |
| Single Family Detached | Porch               | 1/17/2025 | \$5,760   | 25-0184-PRCH  | 1803 NW 31st St              | Midwest Construction               | Midwest Construction               |
| Single Family Detached | Solar               | 1/20/2025 | \$31,000  | 25-0141-SOL   | 4318 NE Otter Ct             | Purelight Power                    | Purelight Power                    |
| Single Family Detached | Building Alteration | 1/20/2025 | \$34,650  | 25-0232-ALT   | 914 NE Canterbury Dr         | Jerod Scott Holt                   | Jerod Scott Holt                   |
| Single Family Detached | Building Alteration | 1/22/2025 | \$27,594  | 25-0289-ALT   | 2412 NW Applewood St         | Teresa L Deeth                     | Mike Young                         |
| Single Family Detached | Building Addition   | 1/23/2025 | \$29,821  | 25-0291-ADD   | 3513 NW 15th St              | Chris Perrin                       | Chris Perrin                       |
| Single Family Detached | Porch               | 1/23/2025 | \$2,600   | 25-0311-PRCH  | 4615 NW 2nd St               | Midwest Construction               | Midwest Construction               |
| Single Family Detached | Building Alteration | 1/24/2025 | \$9,000   | 24-6659-ALT   | 1202 SE Rio Dr               | JRM Construction                   | JRM Construction                   |
| Single Family Detached | Building Alteration | 1/24/2025 | \$23,625  | 25-0296-ALT   | 610 SW Magazine Rd           | Kyle A Henry                       | Kyle A Henry                       |
| Single Family Detached | Building Alteration | 1/24/2025 | \$24,034  | 25-0332-ALT   | 3121 NW 27th Cir             | Strother Built Construction        | Strother Built Construction        |
| Single Family Detached | Building Alteration | 1/24/2025 | \$26,649  | 25-0335-ALT   | 2304 NW 40th St              | T & E Construction Inc             | T & E Construction Inc             |
| Single Family Detached | Building Alteration | 1/24/2025 | \$16,821  | 25-0349-ALT   | 3403 NW Reinhart Dr          | Happe Homes, LLP                   | Happe Homes, LLP                   |
| Single Family Detached | Building Addition   | 1/27/2025 | \$23,856  | 25-0331-ADD   | 3827 NW Elm St               | Screenbuilders                     | Screenbuilders                     |
| Single Family Detached | Building Addition   | 1/27/2025 | \$92,775  | 25-0337-ADD   | 509 NW Beechwood St          | Installers Of Iowa                 | Installers Of Iowa                 |
| Single Family Detached | Building Alteration | 1/28/2025 | \$10,387  | 25-0234-ALT   | 3551 NE Renaissance Dr       | Thrasher Foundation Repair         | Thrasher Foundation Repair         |
| Single Family Detached | Porch               | 1/28/2025 | \$6,720   | 25-0375-PRCH  | 521 SW Driftwood Ct          | Screenbuilders                     | Screenbuilders                     |
| Single Family Detached | Building Alteration | 1/29/2025 | \$23,499  | 25-0374-ALT   | 1514 NW Maple Pl             | Isaac Johnston                     | Isaac Johnston                     |
| Single Family Attached | Deck                | 1/16/2025 | \$2,016   | 25-0134-DECK  | 518 SW Westlawn Dr           | TMJ Construction                   | TMJ Construction                   |
| Single Family Detached | Deck                | 1/17/2025 | \$3,360   | 25-0203-DECK  | 713 NE Hayes Dr              | Buresh Homes Solutions             | Buresh Homes Solutions             |
| Single Family Attached | Deck                | 1/22/2025 | \$1,680   | 25-0161-DECK  | 4408 NW Northwood Dr         | Sebastian Eisbach                  | Sebastian Eisbach                  |
| Single Family Detached | Deck                | 1/28/2025 | \$3,552   | 25-0299-DECK  | 3611 NE 11th St              | Des Moines Deck, LLC               | Des Moines Deck, LLC               |
| Single Family Detached | Shed                | 1/31/2025 | \$1,280   | 25-0135-SHD   | 7368 NE Berwick Dr Trlr 66   | Tuff Shed                          | Tuff Shed                          |
| Other                  | New Building        | 1/17/2025 | \$949,614 | 24-5379-NEW   | 1900 NW 4th St Bldg 7        | Karl Chambers                      | Karl Chambers                      |
| Manufacturing          | Building Alteration | 1/10/2025 | \$40,000  | 24-5992-ALT   | 4150 SE Delaware Ave         | Hy-Vee Construction                | Hy-Vee Construction                |
| Mixed Use              | Building Alteration | 1/17/2025 | \$25,000  | 25-0081-ALT   | 701 W 1st St                 | Bill Ogier                         | third day plumbing, Bill Ogier     |
| Church                 | Building Alteration | 1/29/2025 | \$42,000  | 25-0080-ALT   | 206 SW Walnut St             | Naylor Ross                        | Renomads LLC                       |
| Single Family Detached | Fence/Wall          | 1/9/2025  | \$0       | 25-0093-FNCE  | 312 SW Pleasant St           | Gordon Gilbert Jonathon            | Titan Fence, LLC                   |
| Single Family Detached | Fence/Wall          | 1/10/2025 | \$0       | 25-0098-FNCE  | 1706 SW Oak St               | American Fence Company             | American Fence Co                  |
| Single Family Detached | Fence/Wall          | 1/14/2025 | \$0       | 25-0150-FNCE  | 2409 NW Reinhart Dr          | Elite IntEx Solutions              | Elite IntEx Solutions              |
| Single Family Attached | Fence/Wall          | 1/21/2025 | \$0       | 25-0126-FNCE  | 4408 NW Northwood Dr         | Justus Fencing                     | Justus Fencing                     |
| Single Family Detached | Fence/Wall          | 1/23/2025 | \$0       | 24-6025-FNCE  | 2010 NW Greenwood Ct         | Bos Fencing                        | Bos Fencing                        |
| Single Family Detached | Fence/Wall          | 1/23/2025 | \$0       | 25-0318-FNCE  | 3305 SE Jasmine Ct           | Grace Fox                          | Revamp Fence                       |
| Single Family Detached | Fence/Wall          | 1/24/2025 | \$0       | 25-0319-FNCE  | 4302 NW Sharmin Dr           | Superior Fence & Rail              | Superior Fence & Rail              |
| Single Family Detached | Fence/Wall          | 1/29/2025 | \$0       | 25-0408-FNCE  | 3215 NE 5th Ln               | Superior Fence & Rail              | Superior Fence & Rail              |
| Single Family Detached | Fence/Wall          | 1/30/2025 | \$0       | 25-0411-FNCE  | 811 NW Boulder Point Pl      | Bret Staples                       | Bret Staples                       |
| Office                 | Sign                | 1/3/2025  | \$3,734   | 25-0020-SIGNP | 2665 SE Oak Tree Ct Ste 108  | Lisa Hanrahan                      | Iowa Sign Company                  |
| Retail                 | Sign                | 1/13/2025 | \$7,681   | 24-6683-SIGNP | 1810 SW Plaza Shops Ln Ste G | Chesnut Signs                      | Chesnut Signs                      |
| Other                  | Sign                | 1/27/2025 | \$30,046  | 24-6479-SIGNP | 4226 NE 17th Ln              | YAJAIRA RAMOS                      | YAJAIRA RAMOS                      |
| Office                 | Sign                | 1/27/2025 | \$27,500  | 25-0158-SIGNP | 2750 NE 36th St              | Latitude Signage + Design          | Latitude Signage + Design          |
| Office                 | Sign                | 1/27/2025 | \$15,000  | 25-0159-SIGNP | 2750 NE 36th St              | Latitude Signage + Design          | Latitude Signage + Design          |

|            |                |           |                        |                                |                               |                               |
|------------|----------------|-----------|------------------------|--------------------------------|-------------------------------|-------------------------------|
| Retail     | Sign           | 1/29/2025 | \$901 25-0101-SIGNP    | 2410 SW White Birch Dr Ste 105 | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Retail     | Sign           | 1/29/2025 | \$7,000 25-0103-SIGNP  | 2410 SW White Birch Dr Ste 105 | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Restaurant | Sign           | 1/31/2025 | \$15,000 24-6171-SIGNP | 2732 SE Delaware Ave Ste 100   | Scenic Sign Corporation       | Scenic Sign Corporation       |
| Restaurant | Sign           | 1/31/2025 | \$18,000 24-6172-SIGNP | 2732 SE Delaware Ave Ste 100   | Scenic Sign Corporation       | Scenic Sign Corporation       |
| Other      | Temporary Sign | 1/3/2025  | \$0 25-0023-SIGNT      | 1300 NW 36th St Ste 103        | Kirk D Jordison               | Kirk D Jordison               |
| Office     | Temporary Sign | 1/21/2025 | \$0 24-6771-SIGNT      | 709 N Ankeny Blvd              | H&R Block                     | H&R Block                     |
| Retail     | Temporary Sign | 1/21/2025 | \$0 25-0125-SIGNT      | 1325 SW Oralabor Rd Ste 208    | H&R Block                     | H&R Block                     |
| Retail     | Temporary Sign | 1/24/2025 | \$0 25-0104-SIGNT      | 2410 SW White Birch Dr Ste 105 | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to receive and file the Utility Billing Report for January 2025.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Utility Billing Report FY25

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

| Month                | Customers Billed | Billed Consumption (Gallons) | Water Billings | Revenue / 1000 Gal | Water Svc. Avail. | # W.A. Chg. | Total Tax  | Misc. Charges | Sewer Billings | Sewer Svc. Avail. | # S.A. Chg. | Storm Water Billings | Total Monthly Billings |
|----------------------|------------------|------------------------------|----------------|--------------------|-------------------|-------------|------------|---------------|----------------|-------------------|-------------|----------------------|------------------------|
| July                 | 30,222           | 224,735,097                  | \$ 1,630,322   | \$ 7.25            | \$ 338,826        | 27,884      | \$ 141,015 | \$ 15,503     | \$ 850,795     | \$ 560,672        | 27,333      | \$ 350,483           | \$ 3,746,602           |
| August               | 30,355           | 255,370,075                  | \$ 1,802,975   | \$ 7.06            | \$ 339,748        | 27,971      | \$ 155,241 | \$ 15,550     | \$ 974,283     | \$ 562,234        | 27,418      | \$ 351,822           | \$ 4,046,611           |
| September            | 30,226           | 241,307,728                  | \$ 1,833,426   | \$ 7.60            | \$ 340,013        | 27,993      | \$ 148,139 | \$ 15,563     | \$ 832,100     | \$ 562,702        | 27,440      | \$ 352,331           | \$ 3,936,136           |
| October              | 30,284           | 228,540,596                  | \$ 1,669,823   | \$ 7.31            | \$ 340,206        | 28,033      | \$ 142,722 | \$ 15,591     | \$ 866,471     | \$ 563,588        | 27,489      | \$ 352,789           | \$ 3,808,468           |
| November             | 30,347           | 169,223,193                  | \$ 1,249,780   | \$ 7.39            | \$ 339,441        | 28,068      | \$ 117,614 | \$ 15,636     | \$ 866,748     | \$ 565,267        | 27,568      | \$ 354,131           | \$ 3,391,003           |
| December             | 30,271           | 128,045,426                  | \$ 932,087     | \$ 7.28            | \$ 339,297        | 28,085      | \$ 98,900  | \$ 15,655     | \$ 797,159     | \$ 565,670        | 27,595      | \$ 354,979           | \$ 3,004,848           |
| January              | 30,229           | 128,558,197                  | \$ 941,233     | \$ 7.32            | \$ 339,180        | 28,096      | \$ 99,421  | \$ 15,660     | \$ 806,570     | \$ 566,001        | 27,613      | \$ 355,350           | \$ 3,023,994           |
| February             |                  |                              |                |                    |                   |             |            |               |                |                   |             |                      |                        |
| March                |                  |                              |                |                    |                   |             |            |               |                |                   |             |                      |                        |
| April                |                  |                              |                |                    |                   |             |            |               |                |                   |             |                      |                        |
| May                  |                  |                              |                |                    |                   |             |            |               |                |                   |             |                      |                        |
| June                 |                  |                              |                |                    |                   |             |            |               |                |                   |             |                      |                        |
| <b>FY Total</b>      | 211,934          | 1,375,780,312                | \$ 10,059,647  | \$ 51.21           | \$ 2,376,711      | 196,130     | \$ 903,053 | \$ 109,158    | \$ 5,994,126   | \$ 3,946,135      | 192,456     | \$ 2,471,884         | \$ 24,957,662          |
| <b>FY 25 Average</b> | 30,276           | 196,540,045                  | \$ 1,437,092   | \$ 7.32            | \$ 339,530        | 28,019      | \$ 129,008 | \$ 15,594     | \$ 856,304     | \$ 563,734        | 27,494      | \$ 353,126           | \$ 3,565,380           |
| <b>FY 24 Average</b> | 29,518           | 184,849,235                  | \$ 1,277,823   | \$ 6.90            | \$ 322,576        | 27,466      | \$ 117,868 | \$ 15,297     | \$ 814,787     | \$ 551,982        | 26,961      | \$ 294,717           | \$ 3,277,182           |
| <b>FY 23 Average</b> | 28,338           | 188,099,141                  | \$ 1,183,291   | \$ 6.32            | \$ 299,367        | 26,581      | \$ 110,645 | \$ 14,818     | \$ 821,186     | \$ 533,485        | 26,102      | \$ 284,256           | \$ 3,136,403           |
| <b>FY 22 Average</b> | 27,012           | 173,720,262                  | \$ 1,039,721   | \$ 5.96            | \$ 279,636        | 25,615      | \$ 100,602 | \$ 14,280     | \$ 839,667     | \$ 531,081        | 25,155      | \$ 270,547           | \$ 2,974,932           |
| <b>FY 21 Average</b> | 25,514           | 175,191,103                  | \$ 1,004,651   | \$ 5.65            | \$ 261,517        | 24,564      | \$ 97,325  | \$ 13,675     | \$ 893,718     | \$ 543,516        | 24,102      | \$ 255,531           | \$ 2,972,609           |
| <b>FY 20 Average</b> | 24,069           | 148,457,846                  | \$ 790,912     | \$ 5.23            | \$ 248,219        | 23,477      | \$ 81,443  | \$ 13,067     | \$ 790,209     | \$ 519,384        | 23,018      | \$ 198,220           | \$ 2,560,012           |
| <b>FY 19 Average</b> | 23,157           | 141,721,265                  | \$ 703,451     | \$ 4.89            | \$ 239,513        | 22,642      | \$ 76,042  | \$ 12,604     | \$ 765,640     | \$ 500,957        | 22,194      | \$ 191,607           | \$ 2,413,772           |
| <b>FY 18 Average</b> | 22,199           | 148,299,683                  | \$ 717,639     | \$ 4.75            | \$ 229,309        | 21,696      | \$ 74,396  | \$ 12,079     | \$ 732,055     | \$ 479,581        | 21,257      | \$ 168,141           | \$ 2,338,804           |
| <b>FY 17 Average</b> | 21,118           | 130,754,905                  | \$ 573,655     | \$ 4.34            | \$ 203,156        | 20,629      | \$ 63,715  | \$ 11,495     | \$ 715,618     | \$ 454,144        | 20,208      | \$ 160,807           | \$ 2,118,875           |
| <b>FY 16 Average</b> | 20,144           | 122,786,371                  | \$ 498,547     | \$ 4.03            | \$ 181,657        | 19,695      | \$ 57,931  | \$ 10,977     | \$ 700,667     | \$ 432,333        | 19,276      | \$ 154,242           | \$ 1,978,423           |
| <b>FY 15 Average</b> | 19,002           | 114,382,217                  | \$ 448,375     | \$ 3.89            | \$ 165,892        | 18,592      | \$ 52,152  | \$ 9,481      | \$ 621,465     | \$ 381,931        | 18,171      | \$ 146,989           | \$ 1,774,134           |
| <b>FY 14 Average</b> | 18,188           | 130,473,575                  | \$ 524,615     | \$ 3.93            | \$ 157,676        | 17,824      | \$ 54,495  | \$ 9,082      | \$ 575,219     | \$ 347,744        | 17,409      | \$ 141,544           | \$ 1,755,881           |
| <b>FY 13 Average</b> | 17,461           | 127,259,667                  | \$ 498,872     | \$ 3.84            | \$ 147,519        | 17,146      | \$ 49,939  | \$ 8,749      | \$ 516,957     | \$ 308,223        | 16,745      | \$ 96,329            | \$ 1,576,649           |
| <b>FY 12 Average</b> | 16,898           | 119,790,894                  | \$ 443,102     | \$ 3.64            | \$ 135,767        | 16,620      | \$ 44,904  | \$ 8,477      | \$ 459,863     | \$ 271,187        | 16,213      | \$ 93,307            | \$ 1,411,702           |
| <b>FY 11 Average</b> | 16,415           | 105,824,267                  | \$ 343,916     | \$ 3.24            | \$ 118,519        | 16,175      | \$ 36,560  | \$ 7,621      | \$ 427,041     | \$ 247,677        | 15,724      | \$ 90,746            | \$ 1,235,520           |
| <b>FY 10 Average</b> | 15,932           | 109,564,150                  | \$ 325,559     | \$ 2.94            | \$ 104,065        | 15,673      | \$ 32,792  | \$ 7,243      | \$ 375,098     | \$ 210,202        | 15,216      | \$ 88,351            | \$ 1,110,519           |
| <b>FY 09 Average</b> | 15,325           | 109,776,358                  | \$ 316,943     | \$ 2.84            | \$ 96,801         | 15,261      | \$ 30,993  | \$ 7,060      | \$ 350,002     | \$ 195,507        | 14,806      | \$ -                 | \$ 966,313             |
| <b>FY 08 Average</b> | 14,934           | 112,497,657                  | \$ 326,578     | \$ 2.86            | \$ 90,607         | 14,742      | \$ 28,423  | \$ 12,328     | \$ 309,562     | \$ 163,141        | 14,274      | \$ -                 | \$ 930,639             |
| <b>FY 07 Average</b> | 14,345           | 111,387,042                  | \$ 310,964     | \$ 2.74            | \$ 83,528         | 14,099      | \$ 26,133  | \$ 10,755     | \$ 257,067     | \$ 137,350        | 13,634      | \$ -                 | \$ 825,795             |
| <b>FY 06 Average</b> | 13,420           | 108,202,296                  | \$ 291,748     | \$ 2.66            | \$ 73,332         | 13,109      | \$ 23,924  | \$ 9,694      | \$ 233,797     | \$ 109,441        | 12,668      | \$ -                 | \$ 741,937             |
| <b>FY 05 Average</b> | 12,259           | 99,314,970                   | \$ 220,166     | \$ 2.24            | \$ 63,148         | 14,096      | \$ 18,767  | \$ 7,304      | \$ 209,495     | \$ 80,757         | 13,687      | \$ -                 | \$ 599,637             |
| <b>FY 04 Average</b> | 11,160           | 106,031,112                  | \$ 223,285     | \$ 2.10            | \$ 57,886         | 13,782      | \$ 17,891  | \$ 4,312      | \$ 189,435     | \$ 70,582         | 13,393      | \$ -                 | \$ 563,392             |
| <b>FY 03 Average</b> | 10,241           | 90,622,843                   | \$ 190,558     | \$ 2.09            | \$ 54,239         | 12,914      | \$ 15,965  | \$ 2,836      | \$ 179,169     | \$ 66,118         | 12,546      | \$ -                 | \$ 508,886             |
| <b>FY 02 Average</b> | 9,538            | 86,506,417                   | \$ 179,109     | \$ 2.06            | \$ 51,377         | 12,233      | \$ 15,237  | \$ 2,865      | \$ 175,727     | \$ 62,666         | 11,891      | \$ -                 | \$ 486,982             |
| <b>FY 01 Average</b> | 8,968            | 75,203,817                   | \$ 161,137     | \$ 2.13            | \$ 49,015         | 11,670      | \$ 14,113  | \$ 2,386      | \$ 169,540     | \$ 59,883         | 11,363      | \$ -                 | \$ 456,075             |
| <b>FY 00 Average</b> | 8,943            | 76,589,060                   | \$ 161,036     | \$ 2.10            | \$ 46,920         | 11,171      | \$ 11,686  | \$ 2,411      | \$ 163,674     | \$ 57,273         | 10,868      | \$ -                 | \$ 442,999             |
| <b>FY 99 Average</b> | 8,402            | 66,329,874                   | \$ 137,536     | \$ 2.07            | \$ 44,676         | 10,637      | \$ 10,510  | \$ 2,168      | \$ 156,069     | \$ 55,530         | 10,537      | \$ -                 | \$ 406,489             |
| <b>FY 98 Average</b> | 8,014            | 63,130,217                   | \$ 135,586     | \$ 2.15            | \$ 42,754         | 10,180      | \$ 10,520  | \$ 2,445      | \$ 153,575     | \$ 52,226         | 9,910       | \$ -                 | \$ 396,835             |
| <b>FY 97 Average</b> | 7,631            | 62,277,745                   | \$ 130,853     | \$ 2.10            | \$ 41,003         | 9,763       | \$ 9,892   | \$ 2,373      | \$ 146,976     | \$ 50,743         | 9,629       | \$ -                 | \$ 381,841             |



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Change Order #1 increasing the contract amount \$325.61 to Eick & Day Construction for construction services on the Otter Creek Clubhouse Renovations project.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

As part of the renovation process and with getting five (5) new doors, staff determined to have the exterior doors of the facility rekeyed. Rekeying the facility is a way to better protect the structure without having to buy new locks.

CITY MANAGER/STAFF RECOMMENDATIONS:

Staff recommends approval of Change Order #1 increasing the contract amount by \$325.61 with Eick & Day Construction.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. Change Order #1

# CHANGE ORDER FORM



**Project Title:** OTTER CREEK CLUBHOUSE RENOVATIONS  
**Contractor:** EICK & DAY CONSTRUCTION  
**Address:** 4705 NW 59TH AVE #105  
**Finance Budget Code:** 590.2595.4270 **Finance Project #:** 595.4270.  
**Vendor Project #:** 24779 **Purchase Order #:** 0  
**Original Contract Date:** August 19, 2024 **Vendor Account #:** 0

**Date of Council Meeting:** February 17, 2025 **Change Order #:** 1

## Purpose of Change Order:

Re-key the existing facility

## Details of Change Order:

| ITEM # | DESCRIPTION                  | UNITS | QUANTITY CHANGE | UNIT PRICE | EXTENDED PRICE |
|--------|------------------------------|-------|-----------------|------------|----------------|
|        | Re-key the existing facility |       |                 |            | \$ 325.61      |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |
|        |                              |       |                 |            | \$ -           |

**Change Order #:** 1 **makes the following adjustments to the Contract:** \$ 325.61

**Contractor Accepted:** EICK & DAY CONSTRUCTION

Signature: *Terisa Inguay* **Firm Name**  
 Date: 2/11/2025

**Engineer Approved:**

Signature: \_\_\_\_\_ **Firm Name**  
 Date: \_\_\_\_\_

**Owner Accepted:** City of Ankeny

Signature: \_\_\_\_\_ **Mayor**  
 Title: \_\_\_\_\_  
 Date: February 17, 2025

**Attest for Owner:**

Signature: \_\_\_\_\_ **City Clerk**  
 Title: \_\_\_\_\_  
 Date: February 17, 2025

## Record of Change Orders:

| Original Contract Amount |                   | \$ 173,500.00 |
|--------------------------|-------------------|---------------|
| #                        | Change Order Date | Amount        |
| 1                        | February 17, 2025 | \$ 325.61     |
| 2                        |                   |               |
| 3                        |                   |               |
| 4                        |                   |               |
| 5                        |                   |               |
| 6                        |                   |               |
| 7                        |                   |               |
| 8                        |                   |               |
| 9                        |                   |               |
| 10                       |                   |               |
| 11                       |                   |               |
| 12                       |                   |               |
| 13                       |                   |               |
| 14                       |                   |               |
| 15                       |                   |               |

**Revised Contract Amount** \$ 173,825.61



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$22,500.00 with Foth Infrastructure and Environment, LLC for additional construction services on the North Four Mile Trunk Sewer - Phase 2 project.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Foth Infrastructure and Environment, LLC. (Foth) has been working on the North Four Mile Trunk Sewer - Phase 2 project from design through construction. The contractor had used an additional 22 working days to complete the project that was awarded to them via change order back on April 15, 2024. These extra working days were given to Rognes Corporation with the change order. However, no additional amendments were made to the contract with Foth. \$11,000 of this amendment is to cover those additional working days and \$11,500 of this change order is for additional sanitary sewer modeling analysis that Foth completed at staff's request.

The scope of Amendment No. 2 includes construction administration and construction observation for those additional 22 working days as well as the modeling analysis of the newly installed pipe.

The original Professional Services Agreement was for design and cost \$29,000, Amendment No. 1 was for construction services and cost \$100,000.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to \$151,500.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Foth in the amount of \$22,500.00 for the North Four Mile Trunk Sewer - Phase 2 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$22,500.00 with Foth for additional construction services for the North Four Mile Creek Trunk Sewer - Phase 2 project.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

September 5, 2023: City Council approved the Professional Services Agreement with Foth for design services for the North Four Mile Creek Trunk Sewer - Phase 2 project. On January 16, 2024, City Council approved Amendment #1 for construction services.

#### FISCAL IMPACT

The project is included in the City's 2024 - 2028 Capital Improvement Program.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. AMEND2-2025-0210-Ankeny-Four Mile Creek Trunk Sewer Phase 2-Sewer Modeling
2. Agr-2023-0905-Ankeny-North Four Mile Creek Trunk Sewer - Phase 2\_Signed
3. AMEND1-2024-0103-Ankeny-Four Mile Creek Trunk Sewer-Construction Services

## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 2

### North Four Mile Creek Trunk Sewer – Phase 2

This **AMENDMENT**, made and entered into this 17<sup>th</sup> day of February, 2025, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “City”, and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the “Consultant”, for professional services in connection with the North Four Mile Creek Trunk Sewer – Phase 2 hereby amends the original AGREEMENT dated September 5, 2023 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                      |                     |
|--------------------------------------|---------------------|
| I. 2024 Construction Period Services | \$ 11,000.00        |
| II. <u>Sewer Modeling Services</u>   | <u>\$ 11,500.00</u> |
| <b>TOTAL</b>                         | <b>\$ 22,500.00</b> |

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT and AMENDMENT NO.1, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.



**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**

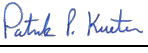
**CITY OF ANKENY, IOWA**

BY:   
Andy S. Floy, P.E.  
Lead Civil Engineer

BY: \_\_\_\_\_  
Bobbi B. Bentz  
Mayor

**WITNESS**

**ATTEST**

  
Name: Patrick P. Kueter, P.E.  
Title: Client Director

\_\_\_\_\_  
Name: Michelle Yuska  
Title: City Clerk

## **Attachment No. 1**

### **Scope of Services**

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#### **I. ADDITIONAL CONSTRUCTION SERVICES**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following Additional Construction Services due in part to twenty-two (22) extra working days used by the Contractor, which were added to the contractor's original agreement via a change order:

##### **A. CONSTRUCTION ADMINISTRATION**

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following. Scope descriptions for each task can be found in Amendment 1:

- Engineer Site Visits
- Progress Meetings
- Payment Applications and Change Order Preparation
- Project Management

##### **B. RESIDENT ENGINEERING/OBSERVATION**

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

#### **II. SEWER MODELING SERVICES**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following Sewer Modeling Services:

##### **A. ANALYSIS OF AS-BUILT CONDITION**

Utilizing as-built documented elevations and slopes of the newly installed sewer pipe, the CONSULTANT shall run capacity analysis on the constructed sewer system to determine if any capacity issues exist. Analysis will be run using SewerGEMS software. Flows will be provided by the CITY. CONSULTANT shall submit results along with a memo of findings.

In addition, CONSULTANT shall run a sensitivity analysis to determine what flow is needed to produce self-cleaning velocities in runs of pipe that were installed at less than the designed slope.

## **Attachment No. 2**

### **Schedule**

---

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2024 Construction Period

Spring and Summer of 2024

## Attachment No. 3 Standard Rate Table

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### FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 STANDARD HOURLY RATE SCHEDULE

| <u>CLASSIFICATION</u>    | <u>HOURLY RATE</u> |
|--------------------------|--------------------|
| Principal                | \$240 - \$250      |
| Project Manager          | \$180 - \$240      |
| Project Engineer         | \$154 - \$240      |
| Staff Engineer           | \$127 - \$157      |
| Planner                  | \$127 - \$207      |
| Project Scientist        | \$127 - \$167      |
| Technician               | \$85 - 175         |
| Construction Manager     | \$132 - \$182      |
| Land Surveyor            | \$145 - \$205      |
| Project Administrator    | \$82 - \$102       |
| Administrative Assistant | \$62               |

#### REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

#### ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

## North Four Mile Creek Trunk Sewer – Phase 2

This Agreement is made and entered into this 5th day of September, 2023, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

### 1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

### 2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

### 3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                     |                            |
|-------------------------------------|----------------------------|
| I. Basic Services of the Consultant | \$ 29,000.00               |
| II. Construction Services           | <u>Added via Amendment</u> |
| Total                               | \$ 29,000.00               |

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC  
Attn: Andy Floy, P.E.  
Title: Lead Civil Engineer  
Address: 8191 Birchwood Court, Suite L  
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant 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 contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.



## 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

## 19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

## 20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

## 21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF ANKENY

BY: Andy Floy  
Name: Andy Floy, P.E.  
Title: Lead Civil Engineer

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

WITNESS

ATTEST

By: Patrick P. Kueter  
Name: Patrick P. Kueter, P.E.  
Title: Client Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT 1 - SCOPE OF SERVICES

### **I. BASIC SERVICES OF THE CONSULTANT**

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer – Phase 2 project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 62<sup>nd</sup> Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the newly constructed manhole located on the south side of NE 62<sup>nd</sup> Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 1,900 feet of trenchless sewer and shall mostly include the portion that was previously designed and removed from the bid package for the previous phase.
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **PHASE 11 – PROJECT COORDINATION**

#### **Task 1 - Project Management**

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be three (3) months.

#### **Task 2 – Project Review Meetings.**

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed one (1) meeting will be attended by two (2) staff members of the Consultant.

#### **Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included**

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

#### **Task 4 - Project Permitting Coordination**

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation

- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that zero (0) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

#### **Task 5 - Individual Property Owner Meetings – Task Not Included**

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

#### **Task 6 – Design Development Exhibit Preparation – Task Not Included**

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

#### **Task 7 – Individual Parcel Exhibits – Task Not Included**

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Zero (0) Exhibits

#### **PHASE 120 – DESIGN SURVEYS – Task Not Included**

Survey for the project was already completed in a previous contract. As-built information of the sewer that is currently under construction will be gathered under the previous contract as well.

#### **PHASE 148- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS**

Based upon previously approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

##### **Task 1 - Final Construction Plans**

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

**Task 2 - Project Permitting**

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

**Task 3 - Project Manual**

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

**Task 4 - Opinion of Probable Construction Cost**

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

**Task 5 - Quality Control**

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

## **PHASE 160 - PROJECT BIDDING**

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

### **Task 1 - Printing of Plans and Specifications**

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with five (5) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

### **Task 2 - Notice of Project**

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

### **Task 3 - Plan Clarification and Addenda**

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

### **Task 4 - Letting, Bid Tabs, and Award Recommendation**

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

### **Project Deliverables**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.

**ADDITIONAL SERVICES:**

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Mitigation Plan
- 6.) USACE Meetings or additional data collection
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) T&E Botanical or Insect Surveys
- 10.) As-Constructed Documentation for the Section 404 Permit
- 11.) Major HEC-RAS Water Surface Modeling
- 12.) Contaminated Soils Investigations
- 13.) Streetscape Design
- 14.) Traffic Signal Design
- 15.) Structural/Retaining Wall Design
- 16.) Bridge Design
- 17.) Special Geotechnical Considerations
- 18.) Subsurface Utility Investigations
- 19.) Storm Water Pollution Prevention Monitoring
- 20.) Construction Period Services
- 21.) Construction Period Testing Services

**CITY'S RESPONSIBILITIES:**

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

## ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

|                                    |                           |
|------------------------------------|---------------------------|
| Anticipated Contract Approval      | September 5, 2023         |
| A. Project Coordination            | September – November 2023 |
| B. Final Design and Specifications | September - October 2023  |
| C. Letting                         | October 2023              |



### ATTACHMENT 3 - SCHEDULE OF FEES

#### **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 STANDARD HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$240.00-\$250.00         |
| Project Manager              | \$180.00-\$240.00         |
| Project Engineer             | \$154.00-\$240.00         |
| Staff Engineer               | \$127.00-\$157.00         |
| Planner                      | \$127.00-\$207.00         |
| Project Scientist            | \$127.00-\$167.00         |
| Technician                   | \$85.00-175.00            |
| Construction Manager         | \$132.00-\$182.00         |
| Land Surveyor                | \$145.00-\$205.00         |
| Project Administrator        | \$82.00-\$102.00          |
| Administrative Assistant     | \$62.00                   |

#### **REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

#### **ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

### North Four Mile Creek Trunk Sewer – Phase 2

This **AMENDMENT**, made and entered into this 16<sup>th</sup> day of January, 2024, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “City”, and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the “Consultant”, for professional services in connection with the North Four Mile Creek Trunk Sewer – Phase 2 hereby amends the original AGREEMENT dated September 5, 2023 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

|                                             |                      |
|---------------------------------------------|----------------------|
| I. <u>2024 Construction Period Services</u> | <u>\$ 100,000.00</u> |
| <b>TOTAL</b>                                | <b>\$ 100,000.00</b> |

THIS AMENDMENT is subject to all provisions of the original AGREEMENT.

THIS AMENDMENT, together with the original AGREEMENT, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**

**CITY OF ANKENY, IOWA**

BY: Andy S. Floy  
Andy S. Floy, P.E.  
Lead Civil Engineer

BY: \_\_\_\_\_  
Mark E. Holm  
Mayor

**WITNESS**

**ATTEST**

Patrick P. Kueter

\_\_\_\_\_

Name: Patrick P. Kueter, P.E.

Name: Denise L. Hoy

Title: Client Director

Title: City Clerk

## Attachment No. 1

### Scope of Services

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#### I. 2024 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2024 Construction Period Services:

##### A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

###### Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

###### Task 2 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

###### Task 3 – Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that

conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Progress Meetings

The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 5 – Payment Applications and Change Order Preparation

The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 6 – Plan Changes

During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, one (1) plan change is assumed as part of this project in 2024.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2024. The Consultant shall prepare record drawings showing those changes made during 2024 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 8 – Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

The above Construction Administration Services is for the 2024 Calendar Year only and includes a maximum of 256 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the estimated hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

**B. RESIDENT ENGINEERING/OBSERVATION**

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

For budget purposes, it is assumed that construction will take 110 working days and will occur between March and November in 2024. It is estimated that one part-time (20 hours/week) staff member of the Consultant will be available for a duration of twenty-two (22) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 516 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of the estimated hours of effort for 2024 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

**C. Construction Survey**

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

**Task 1 - Project Control**

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

**Task 2 - Property Lines and Temporary Easement**

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

**Task 3 - Grading** – Task not used.

**Task 4 - Sanitary Sewer**

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

**Task 5 - Water Mains** – Task not used.

**Task 6 - Intakes and Utility Accesses** – Task not used.

**Task 7 - Pavement (PCC)** – Task not used.

**Task 8 – Temporary Traffic Signals** – Task not used.

The above Construction Survey tasks shall be a one time only staking with a 48-hour notice from the contractor.

## **Attachment No. 2**

### **Schedule**

---

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

- |    |                                   |                             |
|----|-----------------------------------|-----------------------------|
| I. | 2024 Construction Period Services | March 2024 to December 2024 |
|----|-----------------------------------|-----------------------------|

## Attachment No. 3 Standard Rate Table

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### FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 STANDARD HOURLY RATE SCHEDULE

| <u>CLASSIFICATION</u>    | <u>HOURLY RATE</u> |
|--------------------------|--------------------|
| Principal                | \$240 - \$250      |
| Project Manager          | \$180 - \$240      |
| Project Engineer         | \$154 - \$240      |
| Staff Engineer           | \$127 - \$157      |
| Planner                  | \$127 - \$207      |
| Project Scientist        | \$127 - \$167      |
| Technician               | \$85 - 175         |
| Construction Manager     | \$132 - \$182      |
| Land Surveyor            | \$145 - \$205      |
| Project Administrator    | \$82 - \$102       |
| Administrative Assistant | \$62               |

#### REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

#### ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$313,415.00 with HR Green, Inc. for final design, utility coordination, and construction services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

HR Green, Inc. was directed to make design changes during final design that necessitated reworking the right-of-way layout, final roadway design, final private entrance design, and final drainage. There was also more coordination with the private utility companies than what was planned in the original Professional Services Agreement.

HR Green, Inc. has completed the design services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project. The Public Works Department proposes to continue to use HR Green, Inc. for the construction administration, onsite project representative, construction survey, and project closeout services for the project.

The scope of Amendment No. 2 includes the following items:

- Project Management and Administration
- Utility Coordination
- Right-of-Way and Easements
- Redesign Roadway
- Redesigning Private Entrances
- Redesigning Drainage
- Resubmitting Final Plans

- Organizing the preconstruction meeting and sending meeting notes
- Prepare weekly working day reports for the construction project
- Prepare monthly payment applications for the construction project
- Review shop drawings, material submittals, and maintain the shop drawing log
- Attend a weekly on-site meeting with City staff
- Identify and recommend corrections for non-conforming construction work
- Provide responses and clarification to contractor's requests for information
- Develop punch lists for each stage of construction
- Review completion of punch list items
- Prepare certificate of completion
- Provide a Resident Project Representative (RPR) for construction observation
- RPR will verify materials provided by the contractor meet plans and specifications
- RPR will periodically check grade and subgrade preparation elevations
- RPR will observe density tests, pressure tests, and concrete testing
- RPR will measure and record contract quantities for payment applications
- RPR will spot check line and grade for utilities
- RPR will observe concrete placement and saw cutting
- Consultant will provide construction staking for utilities, pavement, sidewalks, and ADA curb ramps
- Consultant will prepare a Monument Preservation Certificate
- Consultant will utilize survey to determine as-built elevations and develop record drawings
- Consultant will complete the City's ADA ramp forms for all sidewalk ramps constructed with the project

The complete scope of the final design, utility coordination, and construction services fees are shown in the attached Amendment No. 2. A copy of the original Professional Services Agreement and Amendment No. 1 are also attached for reference.

The fees for the final design, utility coordination, and construction services are \$313,415.00. The original Professional Services Agreement with Amendment No. 1 cost is \$467,453.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$780,868.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc. in the amount of \$313,415.00 for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$313,415.00 with HR Green, Inc. for final design, utility coordination, and construction services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 6, 2024: City Council approved the Professional Services Agreement with HR Green, Inc. for the Utility Coordination, Preliminary Design, Geotechnical Engineering Services, Final Design, and Bid Services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements.

January 6, 2025: City Council approved Amendment No. 1 with HR Green, Inc. for the potholing and Right-of-Way services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements.

#### FISCAL IMPACT

The project is included in the City's 2025 - 2029 Capital Improvement Program.

## PUBLIC OUTREACH EFFORTS

A public information meeting was held on October 17, 2024.

## ACTION REQUESTED

## ATTACHMENTS

1. Amendment No. 2
2. Amendment No. 1
3. Professional Services Agreement



**HR GREEN, INC.  
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 2**

This AMENDMENT, made this 17<sup>th</sup> day of February 2025, by and between, the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**NW Irvinedale Drive and NW 18<sup>th</sup> Street Intersection Improvements**

hereby amends the original Professional Services Agreement (AGREEMENT) dated May 6, 2024, as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

**2.0 SCOPE OF SERVICES**

CLIENT agrees to employ COMPANY to perform additional effort related to the following services as part of this AMENDMENT:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Utility Coordination
- Phase 4.0 – Right-of-Way and Easements
- Phase 7.0 – Final Design
- Phase 9.0 – Construction Phase Services

**2.1 Phase 1.0 – Project Management and Administration**

Perform the following additional effort related to project management and administration services to deliver the project.

**2.1.1 Administration and Controls**

Amend the Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. Monitor project progress for the additional effort in conformance with the Project Management Plan and Quality Control reviews will be completed in accordance with the amended Quality Control Plan.

Deliverables for 2.1.1

- *Amendment No. 1 including related sub-agreements*

**2.1.3 Communications and Meetings**

Conduct initial kickoffs plus recurring connection points with subconsultants to discuss project background, context, goals, and schedule. Meet and/or correspond with subconsultants and CLIENT to establish appropriate scope of work and timelines for delivery / operations.

**2.2 Phase 2.0 – Utility Coordination**

**2.2.2 Conflict Identification**

Completed detailed conflict identification related to pothole findings as excavated by:

- MidAmerican Energy Electric – 9 locations
- MidAmerican Energy Gas – 23 locations
- Badger Daylighting – 5 locations

#### **2.2.4 Relocation Plan Review**

Complete preparation of CAD files and distribute to no more than four (4) utility companies for their use in staking proposed project improvements as part of determining their relocation plans.

### **2.4 Phase 4.0 – Right-of-Way and Easements**

Perform the following additional effort related to right-of-way and easements services to deliver the project.

#### **2.4.1 Right-of-Way Layout**

Effort associated with considerable changes and iterations affecting the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT infrastructure. Applicable H sheets were updated, submitted, and reviewed on four (4) occasions to reflect each iteration of design changes before finalized. Design changes initiated by CLIENT which led to multiple submittals included:

- Project limits, profile, and driveway design changes on the south leg of NW Irvinedale Drive
- Sidewalk geometry and limits design changes within intersection
- Parking slopes design changed from 4:1 to 6:1 throughout project limits

### **2.7 Phase 7.0 – Final Design**

Perform the following additional effort related to the final design services to deliver the project. Following the completion of Conceptual and Preliminary Design, considerable revisions were made to the project profile and limits per the direction of CLIENT. Significant collaboration between COMPANY and CLIENT was necessary to implement and finalize design revisions.

#### **2.7.1 Final Roadway**

Effort to evaluate and implement considerable design revisions throughout the project. Design revisions per direction of CLIENT involved:

- Significantly revising and lowering the proposed roadway profile of the south leg of NW Irvinedale Drive
- Extending reconstruction limits of NW Irvinedale Drive and NW 18<sup>th</sup> Street
- Reevaluation and adjustment of ditching profiles due to revised south leg of NW Irvinedale Drive roadway profile
- Revising minimum grading slope criteria from 4:1 to 6:1
- Modeling and cross sections updates for grading revisions, reconstruction limits, and profile revisions

#### **2.7.3 Final Private Entrances**

Effort to revise the driveway on the south leg of NW Irvinedale Drive due to the significant lowering of the roadway profile at the direction of CLIENT. Effort included:

- Revising and lowering driveway profile
- Extending driveway reconstruction limits
- Extending reconstruction limits of existing sidewalk and changes to affect pedestrian curb ramp elevations
- Remodeling driveway to update grading limits

#### **2.7.4 Final Drainage**

Effort to reanalyze and redesign the storm sewer and roadway ditches for the south leg of NW Irvinedale Drive to accommodate the significant lowering of the roadway profile at the direction of CLIENT. Effort included:

- Reevaluation and redesign of drainage areas, spread calculations and intake placement for the south leg of NW Irvinedale Drive
- Additional evaluation of pipe cover and outlet location
- Extension of storm sewer to the existing outlet at NW 15<sup>th</sup> Street
- Extending and redesigning ditch sections and profiles

Additional effort included for the relocation of the existing water main in conflict with proposed storm sewer structures in four (4) areas.

#### **2.7.10 Final Plans**

Effort for COMPANY to revise and resubmit multiple iterations of sheet sets after Preliminary Design in order to implement design revisions described above and provide to CLIENT for initial review prior to Check and Final Plans. Additional MWM sheets for water main relocation layout and details are also included. Other sheets not listed had revisions and updates expected of a typical design process and not considered additional effort.

- Plan and Profile for NW 18<sup>th</sup> Street (D Sheets)
- Plan and Profile for NW Irvinedale Drive (E Sheets)
- Right-of-Way and Easement Layout (H/HE Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Water Main Relocation (MWM Sheets)
- Cross Sections for NW 18<sup>th</sup> Street (W Sheets)
- Cross Sections for NW Irvinedale Drive (X Sheets)

### **2.9 Phase 9.0 – Construction Phase Services**

Following CLIENT's award of the NW Irvinedale Drive and NW 18<sup>th</sup> Street Intersection Improvements contract to the Contractor, COMPANY shall proceed with Construction Phase Services. Construction Phase Services are based on a construction duration of one hundred forty (140) working days.

#### **2.9.1 Project Management**

Coordinate efforts of COMPANY to provide efficient delivery of services to CLIENT. Communicate frequently to inform CLIENT of project progress. Prepare monthly invoices and progress reports which describe services complete for the period, effort anticipated in the next period, budget status, and any outstanding items critical to project delivery. Prepare cover letters with invoices briefly describing COMPANY'S progress relative to Contractor's construction progress. This task also includes internal team meetings to coordinate project schedule, budget, and level of effort on an as-needed basis.

#### **2.9.2 Pre-construction and Progress Meetings**

Conduct one (1) pre-construction meeting after the award of the construction contract for CLIENT'S Contractor, subcontractors, utility companies, and other interested parties. COMPANY's Resident Observer and Construction Manager shall attend up to thirty (30) weekly progress meetings. Progress meetings will be held at the project site.

### **2.9.3 Submittal Reviews**

Review shop drawings, material submittals, samples, and other data, which the Contractor is required to submit, but only for conformance with design intent of the project plans and conformance with the Contract Documents. Review shop drawings for City-furnished items, if requested, for items to be installed by the Contractor.

The COMPANY anticipates shop drawing or material submittals for the NW Irvinedale Drive and NW 18th Street Intersection Improvements Project to include, but not limited to, the following: storm sewer structures and pipe, water main and appurtenances, traffic signal and fiber optic equipment, sidewalk detectable warning panels, subbase gradation, concrete mix design, sign posts, pavement markings, and seed and mulch mixes. COMPANY will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

The effort estimated for the submittal review task is based on the following assumptions:

- The shop drawing review process will occur electronically via email.
- The COMPANY will send the submittals to the CLIENT for the CLIENT's review and concurrence.
- Each shop drawing submittal assumes the initial review will be returned with a request for revision and resubmittal. Therefore, each submittal will require a second review to verify changes. The second round of reviews will be returned with minimal comments and not require a third round of reviews.
- The COMPANY'S review of submittals will not require or include any structural analysis.
- The COMPANY will set up and maintain a spreadsheet to track all Shop Drawing and RFI submittals by the Contractor.

### **2.9.4 Resident Observation**

Resident Observation is based on established personnel-hours during the one hundred forty (140) working days to reach Full completion.

Personnel-hours to reach Full completion are as follows:

- Average of Nine (9) personnel hours per day for one hundred forty (140) working days

Actual resident observation time may vary from, depending on weather, construction progress, and nature of construction work. COMPANY shall be entitled to request additional compensation if more than 1,260 hours of Resident Observation is requested by CLIENT. CLIENT may, at its discretion, provide additional construction observation assistance with its own personnel to augment the resident observation provided by COMPANY.

### **2.9.5 Payment Applications**

Determine the amounts owed to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Ten (10) Contractor payment applications are included in this Scope of Services. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review that the work progressed to the point indicated, and that to the best of COMPANY'S knowledge, information, and belief, quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, COMPANY'S recommendation of payment will include final determinations of the quantities and classifications of such work.

### **2.9.6 Engineer Site Visits**

An engineer shall make visits to the site at regular intervals appropriate to the various stages of construction as COMPANY deems necessary to observe, as an experienced and qualified professional familiar with construction practices, the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer shall determine, in general, if such work is proceeding in accordance with the plans, and COMPANY shall keep CLIENT informed of the progress of the work.

The primary purpose of **2.9.6 Engineer Site Visits** will be to enable the engineer to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the engineer's efforts as an experienced and qualified professional, to provide the CLIENT a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents, and that the integrity of the design intent as reflected in the Contract Documents has been implemented and preserved by the Contractor.

During such site visits, the engineer shall not supervise, direct, or have control over the Contractor's work, nor shall the engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

During such visits, the engineer may disapprove of, or reject, the Contractor's work while it is in progress if the engineer believes that such work will not produce a completed project that conforms to the Contract Documents, or that it will prejudice the integrity of the design intent of the project as reflected in the Contract Documents.

### **2.9.7 Clarifications and Change Orders**

COMPANY will issue interpretations and clarifications of the Contract Documents in response to Contractor's Request for Information (RFI's), and in connection therewith, prepare change orders, when necessary. The COMPANY will provide a written response to RFI's via email. This Scope of Services includes up to six (6) change orders for unanticipated items encountered during construction.

The effort estimated for the review and response to RFI's is based on the following assumptions:

- The COMPANY will not be required to prepare formal plan revisions to the final design drawings.  
*Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.*
- The COMPANY's review of RFI's will not require, or include any structural analysis.  
*Note: if requested, and authorized by Supplemental Agreement or Amendment, the COMPANY can provide this service.*

### **2.9.8 Utility Coordination**

COMPANY will coordinate with affected private franchise utility companies in advance of, and during construction to help verify any potential field conflicts with existing facilities that were relocated following completion of design activities. No conflicts are anticipated at this time, though multiple facilities are in close proximity to proposed construction which may reveal conflicts during construction. COMPANY will determine if potential conflicts are revealed and recommend a course of action. Utility conflicts, found during construction and deemed unforeseen, and resulting in formal



design changes on the project is not included in this Scope of Services, unless requested and authorized by Supplemental Agreement of Amendment.

#### **2.9.9 Final Closeout**

COMPANY will conduct six (6) walk-through inspections with CLIENT and Contractor. The first and third inspection will be conducted to develop a punch list at the end of each Stage, the second and fourth to determine if the punch list and project is complete. The fifth inspection will be conducted to develop a punch list for full completion of fiber optic work in Stage 1. The sixth inspection will be conducted for traffic signal testing and to develop a punch list for final approval of traffic signal and fiber optic construction. With input from CLIENT, COMPANY will prepare a project completion punch list for the Contractor. COMPANY will follow guidelines established by the CLIENT to recommend, in writing, final payment to the Contractor and will give written notice to CLIENT and the Contractor that the work is acceptable.

#### **2.9.10 Right-of-Way Survey**

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform final right-of-way survey services for the project. Right-of-way and easements will be staked at the onset of construction for Contractor's information. Final right-of-way corners will be surveyed and set following completion of construction activities. The Contractor will be responsible for preserving original right-of-way and easement stakes set by NILLES. If original right-of-way easement stakes are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor. NILLES will prepare monument preservation certificates and record with the County Recorder's office. Copies of the certificates will be provided to CLIENT.

#### **2.9.11 Construction Survey**

COMPANY will partner with NILLES to perform construction survey for the project as follows.

##### Project Control

- Set control points as needed during construction.

##### Paving and Utilities

- Stake roadway, driveway, and sidewalk paving.
- Stake intersection back of curb and curb ramp locations.
- Stake storm sewer structures and water main appurtenances.

##### Traffic Signals

- Stake the desired location of traffic signal poles, new pedestrian pushbutton poles, and associated traffic signal and fiber optic handholes.

##### Miscellaneous

- Removals
- Permanent Signing
- Lighting

The Contractor will be responsible for preserving original stakes set by COMPANY. If original survey stakes, hubs, or marks are carelessly or willfully destroyed by the Contractor, re-staking will be charged to the Contractor.

### **2.9.12 As-Built Survey**

COMPANY will partner with NILLES to perform construction survey in accordance with CLIENT's Pre-Construction, Construction, and Post-Construction Submittal Requirements for Public Government (CIP) Projects within the City of Ankeny (effective 01/01/2024). Features surveyed will include storm sewer structures, water main appurtenances, traffic signal and pedestrian pushbutton poles, traffic signal and fiber optic handholes and cabinets, signposts, and street lights. Traffic signal conduits, fiber optic conduits, and water main fittings will also be surveyed at the time of installation and prior to backfill and finish grading.

### **2.9.13 As-Built Record Drawings**

COMPANY will prepare post-construction record drawings based on marked-up drawings, as-built survey, and other data furnished by the Contractor and the Resident Observer defining the actual location of roadway improvements, storm sewer structures, water main fittings, and traffic signal conduits, equipment, and fixtures. Record drawings deliverables will be prepared in accordance with CLIENT'S Pre-Construction, Construction, and Post-Construction Submittal Requirements for Public Government (CIP) Projects within the City of Ankeny (effective 01/01/2024).

The CLIENT and COMPANY agree to amend **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT** of the original Professional Services Agreement as follows:

## **3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT**

### **3.1 Schedule**

The following schedule was prepared based on a one hundred forty (140) working day schedule and the effort required to complete **2.9 Phase 9.0 – Construction Phase Services** for the NW Irvinedale Drive and NW 18th Street Intersection Improvements project. 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.

- |                                             |                  |
|---------------------------------------------|------------------|
| • Pre-Construction Meeting                  | TBD              |
| • Begin Resident Observation                | March 31, 2025   |
| • Interim Project Full Completion (Stage 1) | August 22, 2025  |
| • Overall Project Full Completion (Stage 2) | October 10, 2025 |

### **3.2 Deliverables**

The following deliverables are included within this Scope of Services for Amendment No. 2:

- Pre-construction meeting notices, agenda, and minutes
- Progress meeting agenda and minutes
- Copies of reviewed Contractor submittals
- Emailed responses to RFI's
- Daily observation and site visit notes; weekly report of working days; quantity measurements and tabulations; and construction related reports will be documented in Appia
- Payment Applications
- Change Orders
- Punch lists in advance of Full Completion of Stage 1 and 2
- Punch list in advance of Full Completion of the fiber optic and signal work in Stage 1
- Engineer's Certificate of Completion
- Post-construction Submittal of Record Drawings
- Monument Preservation



#### **4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT**

The following items are not included as part of this Agreement:

- Design plan modifications requested by CLIENT or Contractor during construction.
- Hazardous materials investigations and testing.
- Geotechnical investigations or soil mitigation plans.
- Costs associated with project delay or scope changes outside the control of COMPANY.
- Coordination and meetings with property owners, local interest groups, City Council, or public.

Supplemental services not included in this Agreement can be provided by COMPANY under separate agreement, if desired.

CLIENT and COMPANY agree to amend **5.0 CLIENT RESPONSIBILITIES** of the original Professional Services Agreement as follows:

#### **5.0 CLIENT RESPONSIBILITIES**

COMPANY will rely on CLIENT for the following items:

- Confirm staked locations of traffic signal poles prior to construction by the Contractor.
- Provide meeting time and location for Pre-construction Meeting.
- Participate in Final Closeout activities.
- Approve Payment Applications and Change Orders.



CLIENT and COMPANY agree to amend **6.0 PROFESSIONAL SERVICES FEE** of the original Professional Services Agreement as follows:

## **6.0 PROFESSIONAL SERVICES FEE**

### **6.5 Payment**

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by **\$313,415** summarized as follows:

|                                                            |                   |
|------------------------------------------------------------|-------------------|
| • <b>Phase 1.0 – Project Management and Administration</b> | <b>\$ 8,910</b>   |
| ○ Task 1.1 – Administration and Controls                   | \$ 5,940          |
| ○ Task 1.3 – Communications and Meetings                   | \$ 2,970          |
| • <b>Phase 2.0 – Utility Coordination</b>                  | <b>\$ 5,480</b>   |
| ○ Task 2.2 – Conflict Identification                       | \$ 3,730          |
| ○ Task 2.4 – Relocation Plan Review                        | \$ 1,750          |
| • <b>Phase 4.0 – Right-of-Way and Easements</b>            | <b>\$ 3,700</b>   |
| ○ Task 4.1 – Right-of-Way Layout                           | \$ 3,700          |
| • <b>Phase 7.0 – Final Design</b>                          | <b>\$ 10,590</b>  |
| ○ Task 7.1 – Final Roadway                                 | \$ 2,020          |
| ○ Task 7.3 – Final Private Entrances                       | \$ 1,010          |
| ○ Task 7.4 – Final Drainage                                | \$ 4,710          |
| ○ Task 7.10 – Final Plans                                  | \$ 2,850          |
| • <b>Phase 9.0 – Construction Phase Services</b>           | <b>\$ 284,735</b> |
| ○ Task 9.1 – Project Management                            | \$ 19,025         |
| ○ Task 9.2 – Pre-construction and Progress Meetings        | \$ 7,126          |
| ○ Task 9.3 – Submittal Reviews                             | \$ 7,660          |
| ○ Task 9.4 – Resident Observation                          | \$ 188,550        |
| ○ Task 9.5 – Payment Applications                          | \$ 3,450          |
| ○ Task 9.6 – Engineer Site Visits                          | \$ 7,324          |
| ○ Task 9.7 – Clarifications and Change Orders              | \$ 2,320          |
| ○ Task 9.8 – Utility Coordination                          | \$ 2,180          |
| ○ Task 9.9 – Final Closeout                                | \$ 13,000         |
| ○ Task 9.10 – Right-of-Way Survey                          | \$ 5,000          |
| ○ Task 9.11 – Construction Survey                          | \$ 20,000         |
| ○ Task 9.12 – As-Built Survey                              | \$ 5,000          |
| ○ Task 9.13 – As-Built Record Drawings                     | \$ 4,100          |



The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement and Amendment No. 1, is **Seven Hundred Eighty Thousand, Eight Hundred Sixty-Eight Dollars (\$780,868.00).**

This AMENDMENT is subject to all provisions of the original Professional Services Agreement.

This AMENDMENT, together with the original Professional Services Agreement and previous Amendments, represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

This AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

Printed/Typed Name: Ryan K. Simbro, PE

Title: Regional Director - Transportation Date: February 11, 2025

CITY OF ANKENY

Accepted by: \_\_\_\_\_

Printed/Typed Name: Bobbi B. Bentz

Title: Mayor Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed/Typed Name: Michelle Yuska

Title: City Clerk Date: \_\_\_\_\_



**HR GREEN, INC.**  
**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

This AMENDMENT, made this 6<sup>th</sup> day of January 2025, by and between the City of Ankeny (hereafter "CLIENT"), and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

**NW Irvinedale Drive and NW 18<sup>th</sup> Street Intersection Improvements**

hereby amends the original Professional Services Agreement (AGREEMENT) dated May 6, 2024, as follows:

CLIENT and COMPANY agree to amend **2.0 SCOPE OF SERVICES** of the original Professional Services Agreement as follows:

**2.0 SCOPE OF SERVICES**

CLIENT agrees to employ COMPANY to perform additional effort related to the following services as part of this AMENDMENT:

- Phase 2.0 – Utility Coordination
- Phase 4.0 – Right-of-Way and Easements

**2.2 Phase 2.0 – Utility Coordination**

**2.2.1 Utility Identification**

Per direction from CLIENT on July 10, 2024, COMPANY employed a subcontractor, Badger Daylighting, to perform potholing operations at five (5) locations near proposed traffic signal foundations as described in Section 5.0 SERVICES BY OTHERS.

Effort by the COMPANY for this task involved completing exhibits for permit applications, utility staking pre-potholing, and survey during potholing operations for potholed facilities performed by Badger Daylighting. Effort also included multiple mobilizations and a surveyor being present during the duration of the potholing operation, as well as survey processing post-potholing.

Additional effort by the COMPANY for task 2.2.1 involved utility staking pre-potholing, and survey during potholing operations for potholed facilities performed by MidAmerican Energy Electric and MidAmerican Energy Gas. Effort included multiple mobilizations, survey of pothole locations and measurement of utility depths, as well as survey processing post-potholing per direction from CLIENT in various correspondence, most specifically per email to HR Green and MidAmerican Energy on August 8, 2024.

Deliverables for 2.2.1

- *Exhibits for Permit Application*



## **2.4 Phase 4.0 – Right-of-Way and Easements**

Perform the following additional effort related to right-of-way and easements services to deliver the project.

### ***2.4.5 Right-of-Way and Easement Acquisition***

Per direction from CLIENT on September 23, 2024, COMPANY employed a subcontractor, JCG Land Services, to perform right-of-way and easement acquisition services as described in Section 5.0 SERVICES BY OTHERS.

Effort by the COMPANY for this task involved establishing scope and estimates between CLIENT, COMPANY, and JCG Land Services. Effort also included regular coordination with JCG Land Services and CLIENT to execute the scope of services as described in Section 5.0 SERVICES BY OTHERS.

## **5.0 SERVICES BY OTHERS**

COMPANY relied on a SUBCONSULTANT for the following items:

- Phase 2.0 – Utility Coordination
- Phase 4.0 – Right-of-Way and Easements



Phase 2.0 Utility Coordination (2.2.1 *Utility Identification*) Scope of Services and Estimate for Badger Daylighting:

**Badger Daylighting Corp**  
DES MOINES IA CORP  
627 N 19th Ave East  
Newton, IA 50208  
"An equal opportunity employer"  
IA License #C114463

| Estimate    |  |                |  |
|-------------|--|----------------|--|
| Date        |  | 08/21/2024     |  |
| Reference   |  | CPQ-101067     |  |
| Prepared By |  | Logan Fitchett |  |

| Customer Information |                                      |                |                     |
|----------------------|--------------------------------------|----------------|---------------------|
| Company              | HR GREEN INC                         | Contact Name   | Ryan Simbro         |
| Contact Phone #      | +1 (515) 971-3460                    | Email          | rsimbro@hrgreen.com |
| Billing Address      | 8710 EARHART LANE SW                 | Title          | Regional Director   |
| Billing City/State   | Cedar Rapids IA 52404                | Account Number | 10800337            |
| Service Address      | 3004 NW 18th St Ankeny IA 50023-9265 |                |                     |

| Scope Of Work                                                                                                                                                |                                  |           |     |          |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------|-----|----------|------------|
| Badger has been requested to provide a T&M proposal to excavate 4 holes in each quadrant of the intersection of NW 18th St & NW Irvinedale Ave in Ankeny, IA |                                  |           |     |          |            |
| Badger will coordinate with HR Green when the excavations are completed so the GPS crew can come onsite to get depths.                                       |                                  |           |     |          |            |
| Once depths are completed, Badger will provide a backfilling crew for the 4 holes.                                                                           |                                  |           |     |          |            |
| Service Item                                                                                                                                                 | Item Description                 | Unit Cost | UOM | Quantity | Amount     |
| BADGER HYDROVAC WITH OPERATOR                                                                                                                                |                                  | \$275.00  | HR  | 8        | \$2,200.00 |
| BADGER HYDROVAC WITH OPERATOR OVERTIME                                                                                                                       |                                  | \$330.00  | HR  | 2        | \$660.00   |
| ADDITIONAL OPERATOR                                                                                                                                          | First 8hrs M-F                   | \$95.00   | HR  | 8        | \$760.00   |
| ADDITIONAL OPERATOR OVERTIME                                                                                                                                 | Over 8hrs M-F & Saturday         | \$130.90  | HR  | 2        | \$261.80   |
| BADGER DUMP TRUCK                                                                                                                                            |                                  | \$650.00  | DAY | 1        | \$650.00   |
| DISPOSITION                                                                                                                                                  |                                  | \$250.00  | EA  | 1        | \$250.00   |
| BACKFILLING                                                                                                                                                  |                                  | \$50.00   | EA  | 10.0     | \$500.00   |
| CONSUMABLE MATERIALS                                                                                                                                         |                                  | \$35.00   | EA  | 2        | \$70.00    |
| SUPPLY WATER                                                                                                                                                 | As needed if not provided onsite | \$85.00   | EA  | 1        | \$85.00    |
| ADDITIONAL SERVICE - TRAFFIC CONTROL                                                                                                                         |                                  | \$750.00  | DAY | 1        | \$750.00   |
| FLUCTUATING FUEL RECOVERY                                                                                                                                    |                                  | \$506.08  | EA  | 1        | \$506.08   |
| Total                                                                                                                                                        |                                  |           |     |          | \$6,692.88 |

This Scope of Services includes up to four (4) hydro excavation test holes in general locations shown in the aerial image below. COMPANY will mark proposed traffic signal pole locations with wood lathe and appropriate signal pole foundation information.





Phase 4.0 Right-of-Way and Easements (2.4.5 Right-of-Way and Easement Acquisition) Scope of Services and Estimate for JCG Land Services:

**CLIENT**

HR Green

**PROJECT NAME**

Ankeny - NW Irvinedale Drive & NW 18th Street

**BID DATE**

10/9/2024

**ADDRESS**

5525 Merle Hay Road,  
Suite 200

**CITY/STATE/ZIP**

Johnston, IA 50131

**PHONE**

515-278-2913

**E-MAIL**

etyrrell@hrgreen.com

**PREPARED BY:**

Mike Holsapple

| ROW Services Cost Estimate Breakdown                                               |        |       |                          |             |
|------------------------------------------------------------------------------------|--------|-------|--------------------------|-------------|
| Green   Ankeny - NW Irvinedale Drive & NW 18th Street Intersection Improve         |        |       |                          |             |
| Estimated Number of Parcels: 7                                                     |        |       |                          |             |
| Description of Expenses                                                            | Amount | Hours | Unit Price               | Total       |
| Title Reports (Peoples Abstract Company/Statewide Abstract and 1                   | 5      |       | \$450.00                 | \$2,250.00  |
| Project Data Book                                                                  |        |       |                          |             |
| Compensation - Appraisals (Iowa Appraisal) & Appraisal Reviews (Broders Appraisal) | 5      |       | \$4,000.00               | \$20,000.00 |
| Compensation - Appraisal Waivers                                                   | 2      | 8     |                          | \$840.00    |
| GIS/GPS Easement Exhibits                                                          |        |       |                          |             |
| GIS/GPS Easement Mapping                                                           |        |       |                          |             |
| Title Research & Transfer Doc Prep.                                                |        | 42    |                          | \$4,480.00  |
| Acquisition Process                                                                |        | 173.5 |                          | \$19,952.50 |
| Project Management                                                                 |        | 47    |                          | \$6,580.00  |
| JCG Expenses (mileage, lodging, per diem, postage, misc.)                          |        |       | \$1,597.50               | \$1,597.50  |
|                                                                                    |        |       |                          |             |
|                                                                                    |        |       | JCG In-House Fees        | \$33,450.00 |
|                                                                                    |        |       | Reimbursable Expenses    | \$22,250.00 |
|                                                                                    |        |       | Total ROW Cost Estimate  | \$55,700.00 |
|                                                                                    |        |       | Cost Estimate Per Parcel | \$7,957.14  |

This project cost estimate is valid for 90 days from the bid date listed above.

CLIENT and COMPANY agree to amend the professional services fee as follows:

7.0 PROFESSIONAL SERVICES FEE

In consideration for these services, CLIENT agrees to adjust the payment for services performed by COMPANY on a Time and Material basis with a Not-to-Exceed fee to be increased by \$69,053 summarized as follows:

|           |                                  |           |
|-----------|----------------------------------|-----------|
| Phase 2.0 | 2.2.1 Utility Coordination       | \$ 11,873 |
| Phase 4.0 | 2.4.5 Right-of-Way and Easements | \$ 57,180 |
| Total     |                                  | \$ 69,053 |



Amendment No. 1 to Professional Services Agreement  
 NW Irvinedale Drive and NW 18<sup>th</sup> Street Intersection Improvements  
 220196.01  
 January 6, 2025  
 Page 5 of 5

The summary above is provided for information purposes. Fee for each Task and Phase may be reallocated to other Tasks and Phases based on project workflow.

The total authorized compensation after this Amendment, including the original Professional Services Agreement, is **Four Hundred Sixty-Seven Thousand, Four Hundred Fifty-Three Dollars (\$467,453.00).**

This AMENDMENT is subject to all provisions of the original Professional Services Agreement.

This AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

This AMENDMENT executed the day and year written above.

HR GREEN, INC.

Approved by:

Printed/Typed Name: Ryan K. Simbro, PE

Title: Regional Director - Transportation Date: 12/30/2024

CITY OF ANKENY

Signed by:  
  
 D4FA23105D40460...

Accepted by:

Printed/Typed Name: Bobbi B. Bentz

Title: Mayor Date: 1/6/25

DocuSigned by:  
  
 7E497EC63C464A9

Attest:

Printed/Typed Name: Michelle Yuska

Title: City Clerk Date: 1/6/25



## **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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1.0 PROJECT UNDERSTANDING

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 (60% complete) 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 (95% complete) Submittal               | October 14, 2024  |
| • Final Plans (100% complete) 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



#### Proposal for Geotechnical Engineering Services

Project Name | City, State

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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





#### Proposal for Geotechnical Engineering Services

Project Name | City, State

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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



#### Proposal for Geotechnical Engineering Services

Project Name | City, State

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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:

A handwritten signature in blue ink, appearing to read 'David Maxwell', written over a horizontal line.

Printed/Typed Name:

David Maxwell

Title: Vice President

Date: 5/1/2024

CITY OF ANKENY

Accepted by:

DocuSigned by:  
A handwritten signature in black ink, appearing to read 'Mark E. Holm', written over a horizontal line.  
4C9E47CBE956471...

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date: 5/6/24

Attest:

DocuSigned by:  
A handwritten signature in black ink, appearing to read 'Michelle Yuska', written over a horizontal line.  
7E497FC63C464A0...

Printed/Typed Name:

Michelle Yuska

Title: City Clerk

Date: 5/6/24

**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

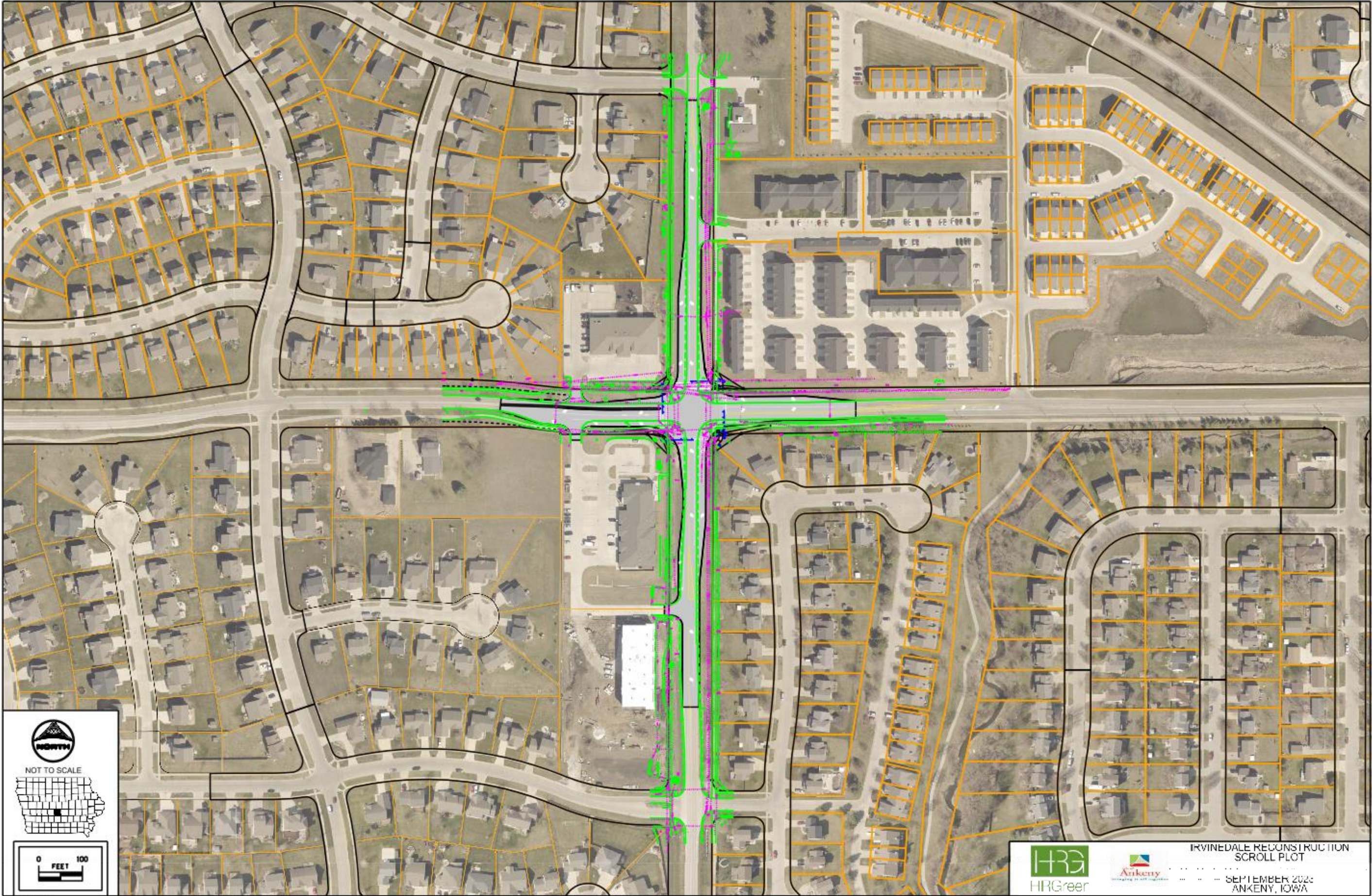
**Professional Services****Billing Rate Range**

|                            |              |
|----------------------------|--------------|
| 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%.









## Exhibit D



**PROJECT SURVEY LIMITS –  
NW IRVINEDALE DRIVE AND NW 18<sup>TH</sup> STREET**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$236,000.00 with McClure for construction services on the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

McClure has completed the design and bidding services for the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project. The Public Works Department proposes to continue to use McClure for the construction administration, onsite project representative, construction survey, and project closeout services for the project.

The scope of Amendment No. 1 includes the following items:

- Organizing the reconstruction meeting and sending meeting notes
- Preparing monthly payment applications for the construction project
- Review shop drawings, material submittals, and maintain the shop drawing log
- Engineer will attend a biweekly on-site meeting with City staff, an on-site representative and the contractor
- Identify and recommend corrections for non-conforming construction work
- Provide responses and clarification to contractor's requests for information
- Develop punch lists for each phase of construction
- Review completion of punch list items
- Prepare certificate of completion
- Provide a Resident Project Representative (RPR) for construction observation
- RPR will verify materials provided by the contractor meet plans and specifications
- RPR will periodically check grade and subgrade preparation elevations

- RPR will observe density tests, pressure tests, and concrete testing
- RPR will measure and record contract quantities for payment applications
- RPR will spot check line and grade for utilities
- RPR will observe and log water service materials
- RPR will observe concrete placement and saw cutting
- Consultant will provide construction staking for utilities, pavement, sidewalks, and ADA curb ramps
- Consultant will prepare a Monument Preservation Certificate
- Consultant will utilize survey to determine as-built elevations and develop record drawings
- Consultant will complete the City's ADA ramp forms for all sidewalk ramps constructed with the project

The complete scope of the construction administration, onsite project representative, and construction survey are shown in the attached Supplemental Agreement No. 1. A copy of the original Professional Services Agreement, approved March 18, 2024, is also attached for reference.

The fee for the construction administration, onsite project representative, and construction survey is \$236,000.00. The original Professional Services Agreement cost was \$235,900.00. Adding Supplemental Agreement No. 1 to the Professional Services Agreement increases the total contract amount to \$471,900.00.

It is recommended that the City Council approve Supplemental Agreement No. 1 to the Professional Services Agreement with McClure in the amount of \$236,000.00 for the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Supplemental Agreement No. 1 to the Professional Services Agreement increasing the contract amount by \$236,000.00 with McClure for the construction administration, onsite project representative, and construction survey work for the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 18, 2025: City Council approved the Professional Services Agreement with McClure for the design survey, preliminary design, final design, easement documentation and acquisitions, geotechnical investigation, cost estimates, IDNR permits, and bidding services for the SW Des Moines Street Utility Improvements - SW Kenworthy Dr to SW Ordinance Rd project.

#### FISCAL IMPACT

The project is included in the City's 2025 - 2029 Capital Improvement Program.

#### PUBLIC OUTREACH EFFORTS

A public information meeting was held in August 2024.

#### ACTION REQUESTED

#### ATTACHMENTS

1. Amendment No. 1
2. PSA SW DesMoines Street



## AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES



### McCLURE ENGINEERING COMPANY

Project Name: SW Des Moines Street Utility Improvements

Project Number: 2024000157-000

Project Manager: Colton Hoffmann, PE

McCLURE™

This Amendment, is made on the 17th day of February, 2025, and shall amend the Agreement dated the 18th day of March, 2024 by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Ankeny (hereinafter referred to as "OWNER"), for the Project described as:

### SW Des Moines Street Utility Improvements

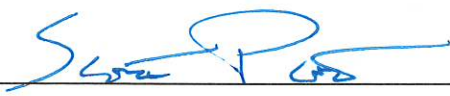
1. This Amendment is associated with the Construction Services of the SW Des Moines Street Utility Improvements project.
2. This Amendment authorizes the Consultant and establishes fees for the phases stated herein. The Project Scope and Fees are detailed in Exhibit 'C'.
3. The increased amount of the **CONSULTANT's** compensation is \$236,000. The contract type is Time and Expense (NTE).

| Attached Exhibits |                                                                                                                      | Included                            | Not Included             |
|-------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| Exhibit 'C'       | Detailed Scope of Work                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Exhibit 'F'       | A Listing of the Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative (RPR) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

OWNER: City of Ankeny

CONSULTANT: McClure Engineering Company

By: \_\_\_\_\_

Signed:  \_\_\_\_\_

Title: Mayor

Title: Team Leader

Attest: \_\_\_\_\_

Title: City Clerk

### **McCLURE ENGINEERING COMPANY**

#### **DETAILED SCOPE OF WORK - AMENDMENT #1**

#### **SW Des Moines Street Utility Improvements**

### **I) PROJECT DESCRIPTION**

Add the following subsection:

- L. The CONSULTANT shall complete constructions services, including construction administration, construction observation, construction staking, monument preservation, and closeout of the PROJECT.

### **II) BASIC SERVICES**

#### **G. PHASE 600 – CONSTRUCTION ADMINISTRATION**

Add the following subsection:

- 1. Task 601 – Construction Administration
  - a. Following the OWNERS' award of the SW Des Moines Street Utility Improvements project contract to the CONTRACTOR, the CONSULTANT shall proceed with Construction Services, which are based on a construction duration of 170 working days beginning March or April 2025. It is anticipated that the project will shut down in the early winter of 2025 and resume in the spring of 2026 until completion.
  - b. The CONSULTANT shall prepare monthly invoices for construction services based on time and expense charges for the duration of the PROJECT. It is anticipated that twelve (12) monthly invoices will be prepared.
  - c. The CONSULTANT shall arrange and conduct one (1) preconstruction meeting with the OWNER, Contractor, subcontractors, and utility companies to review the project scope and intent, details of construction, contract requirements, utility conflicts, and project schedule prior to construction. The CONSULTANT will provide meeting minutes.
  - d. The CONSULTANT shall review shop drawings, material submittals, and other applicable submissions from the Contractor for compliance with the construction contract. The CONSULTANT shall maintain a log of all submittals.
  - e. The CONSULTANT shall conduct on-site bi-weekly construction meetings with the Contractor and prepare meeting minutes. It is estimated that 20 bi-weekly meetings will be held.
  - f. The CONSULTANT shall prepare partial payment applications, change orders, and make recommendations to the OWNER for their acceptance. Twelve (12) Contractor payment applications and six (6) Change Orders are included in this Scope of Services.
  - g. The CONSULTANT shall notify the OWNER of any observed work, which does not conform to the construction contract, make recommendations to the OWNER for the correction of nonconforming work and, at the request of the OWNER, see that these recommendations are implemented by the Contractor.
  - h. The CONSULTANT shall answer the Contractor's questions and provide clarification on questions from the OWNER and Contractor.
  - i. The CONSULTANT shall perform six (6) separate substantial completion walkthroughs and two (2) final completion project walkthroughs. This includes:
    - (i) Stage 1 – Substantial Completion: One (1) walkthrough will be conducted to determine if the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
    - (ii) Stage 2 – Substantial Completion: One (1) walkthrough will be conducted to determine if

- the work is substantially complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for substantial completion.
- (iii) Entire Project – Final Completion: One (1) walkthrough will be conducted to determine if the work is fully complete while developing a punch list. One (1) walkthrough is to review the punch list is complete for full completion.
- j. The CONSULTANT shall prepare the Certificate of Completion for the Project.
- k. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, observation, and staking services based on established hour rates and fixed expenses outlined in the CONSULTANT'S Standard Fee Schedule through a Supplemental Agreement.

#### **H. PHASE 650 – ONSITE PROJECT REPRESENTATIVE**

Add the following subsection:

1. Task 651 – Resident Project Representative
  - a. The CONSULTANT shall provide a Resident Project Representative (RPR) to verify construction observation services for the OWNER and at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observation will be performed at part-time at approximately 6-hours per day for 170 working days, unless otherwise noted herein. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for on-site project representative services based on established hour rates and fixed expenses outlined in the CONSULTANT'S Standard Fee Schedule.
  - b. The CONSULTANT'S RPR staff shall attend one (1) preconstruction conference and subsequent on-site meetings during construction as necessary. It is assumed that 20 on-site meetings will be attended by RPR staff.
  - c. The CONSULTANT shall verify materials provided by the Contractor are in accordance with the plans and specifications.
  - d. The CONSULTANT shall periodically check grade and subgrade preparation elevations and review with the Contractor any deficiencies in the subgrade prior to paving. The CONSULTANT shall observe moisture and density tests.
  - e. The CONSULTANT shall observe traffic control operations to ensure compliance with the Contract Documents.
  - f. The CONSULTANT shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
  - g. The CONSULTANT shall prepare a weekly report of working days using the OWNER'S template and provide to the OWNER for review prior to issuing to the Contractor. It is assumed that 40 weekly reports will be completed.
  - h. The CONSULTANT shall provide periodic observation for the construction for storm sewer installation. The CONSULTANT shall spot check line and grade. The CONSULTANT shall observe and document trench compaction testing. The CONSULTANT shall observe, and document all required testing, including video inspection review.
  - i. The CONSULTANT shall provide periodic observation for the construction for sanitary sewer installation. The CONSULTANT shall spot check line and grade. The CONSULTANT shall observe and document trench compaction testing. The CONSULTANT shall observe, and document all required testing.
  - j. The CONSULTANT shall provide periodic observation for the construction for water main

- installation. The CONSULTANT shall spot check line and grade. The CONSULTANT shall observe and document trench compaction testing. The CONSULTANT shall observe, and document all required testing. The CONSULTANT shall document all existing water service materials and associated addresses and submit a log to the OWNER.
- k. The CONSULTANT shall be on-site full-time during roadway, driveway, and sidewalk paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent laboratory provided by the Contractor. Testing shall be overseen by the CONSULTANT.
  - l. If directed by the OWNER, the CONSULTANT shall mark locations and observe the cutting of all thickness cores, to be cut by others.
  - m. The CONSULTANT shall periodically observe sawing and sealing of joints.
  - n. The CONSULTANT shall periodically observe all surface restoration.
  - o. The CONSULTANT'S RPR staff shall attend the project walkthrough and shall assist the OWNER'S staff in developing a final punch list and verify completion of items for acceptance.

## **I. PHASE 700 – SURVEY SERVICES**

Add the following subsections:

- 1. Task 760 – Construction Staking
  - a. The CONSULTANT shall provide all construction staking for the PROJECT. The Construction Documents state the CONSULTANT shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
  - b. The CONSULTANT will set control points as needed during construction.
  - c. The CONSULTANT shall provide staking of:
    - (i) Right-of-way and temporary easements.
    - (ii) Existing pavement removals.
    - (iii) Storm sewer pipe, structure, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
    - (iv) Sanitary sewer pipe, structure, and structure adjustments (SUDAS station location offsets with flow line and rim elevations)
    - (v) Hydrant locations, water main pipe, water main critical crossings, water main valves, and fittings (centerline pipe, top of pipe elevations, and hydrant structure offsets).
    - (vi) Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
    - (vii) Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevation).
    - (viii) ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
- 2. Task 761 – Monument Preservation
  - a. The CONSULTANT shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the OWNER for their record and recorded with the Polk County Recorder's Office.

## **J. PHASE 800 – PROJECT CLOSEOUT**

Add the following subsection:

- 1. Task 801 - Final Inspections and Project Closeout
  - a. The CONSULTANT shall prepare and furnish as-built record drawings for the PROJECT. Such

- record drawings may contain a waiver of liability phrase regarding unknown changes made by the Contractor without OWNER/CONSULTANT approval.
- b. The CONSULTANT shall perform an As-built survey and provide information in accordance with the OWNER'S Pre-Construction and Post Construction Submittal requirements for all Public and Private Projects (effective 01-01-2024). Features include:
    - (i) Water main fittings (bends, tees, crosses, reducers) – at the time of construction.
    - (ii) Storm sewer, subdrain, sanitary sewer, and water main above ground structure data.
    - (iii) Storm sewer, subdrain, and sanitary sewer flowlines at structures.
    - (iv) Street signs/posts.
  - c. The CONSULTANT shall provide pedestrian ramp as-built forms using OWNER'S template.

### III) FEES:

Replace Article III as follows:

#### A. BASIC SERVICES (Hourly Not to Exceed):

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment.

| BASIC SERVICES                                                             | BASE AGREEMENT   | AMENDMENT #1     | TOTAL            |
|----------------------------------------------------------------------------|------------------|------------------|------------------|
| <b>1. PHASE 100 – PRELIMINARY PLANNING AND REPORTS</b>                     |                  |                  |                  |
| a. Task 101 – Storm Sewer Study and Report                                 | \$15,800         | \$0              | \$15,800         |
| <b>2. PHASE 400 – PRELIMINARY DESIGN</b>                                   |                  |                  |                  |
| a. Task 401 – Preliminary Design and Plans                                 | \$55,600         | \$0              | \$55,600         |
| b. Task 413 – Geotechnical Design                                          | \$1,200          | \$0              | \$1,200          |
| <b>3. PHASE 500 – FINAL DESIGN</b>                                         |                  |                  |                  |
| a. Task 501 – Final Design and Plans                                       | \$58,000         | \$0              | \$58,000         |
| <b>4. PHASE 590 – LAND ACQUISITION</b>                                     |                  |                  |                  |
| a. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits | \$2,500          | \$0              | \$2,500          |
| <b>5. PHASE 600 – CONSTRUCTION ADMINISTRATION</b>                          |                  |                  |                  |
| a. Task 601- Construction Administration                                   | \$0              | \$60,000         | \$60,000         |
| b. Task 602 – Advertising, Bidding, and Contract Award                     | \$4,100          | \$0              | \$4,100          |
| <b>6. PHASE 650 – ONSITE PROJECT REPRESENTATIVE</b>                        |                  |                  |                  |
| a. Task 651- Resident Project Representative                               | \$0              | \$137,000        | \$137,000        |
| <b>7. PHASE 700 – SURVEY SERVICES</b>                                      |                  |                  |                  |
| a. Task 712 – Acquisition Plats and Legal Description                      | \$4,800          | \$0              | \$4,800          |
| b. Task 735 – Preliminary Design Survey                                    | \$29,000         | \$0              | \$29,000         |
| c. Task 760 – Construction Staking                                         | \$0              | \$29,000         | \$29,000         |
| d. Task 761 – Monument Preservation                                        | \$0              | \$3,000          | \$3,000          |
| <b>8. PHASE 800 – PROJECT CLOSEOUT</b>                                     |                  |                  |                  |
| a. Task 801 – Final Inspections and Project Closeout                       | \$0              | \$7,000          | \$7,000          |
| <b>9. PHASE 850 – PROJECT MANAGEMENT AND COORDINATION</b>                  |                  |                  |                  |
| a. Task 851 – Project Management and Coordination                          | \$19,300         | \$0              | \$19,300         |
| b. Task 860 – Public Engagement                                            | \$4,200          | \$0              | \$4,200          |
| c. Task 861 – Individual Property Owner Meetings                           | \$2,700          | \$0              | \$2,700          |
| <b>10. PHASE 950 – SUBCONSULTANT AND REIMBURSABLE FEES</b>                 |                  |                  |                  |
| a. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)           | \$7,100          | \$0              | \$7,100          |
| b. Task 952 – Land Acquisition Services (JCG Land Services)                | \$29,400         | \$0              | \$29,400         |
| c. Task 970 – Reimbursables – Permits, Applications, and Publication Fees  | \$2,200          | \$0              | \$2,200          |
| <b>Total Hourly Not to Exceed Fee:</b>                                     | <b>\$235,900</b> | <b>\$236,000</b> | <b>\$471,900</b> |

## V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

Replace Article V as follows:

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Irrigation (lawn sprinkler) restoration plans or specifications
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Project management and coordination tasks beyond the scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

### MCCLURE ENGINEERING COMPANY

A LISTING OF THE DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF THE RESIDENT PROJECT REPRESENTATIVE (RPR)



**CONSULTANT** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist **OWNER** in observing performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, **CONSULTANT** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the Work; but, the furnishing of such services will not make **CONSULTANT** responsible for or give **CONSULTANT** control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for **CONTRACTOR**'s failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of **CONSULTANT** in **CONSULTANT**'S agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

#### 1. GENERAL

RPR is **OWNER**'S agent at the site, will act as directed by and under the direction of **OWNER**, and will confer with **OWNER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with **OWNER** and **CONTRACTOR** keeping **OWNER** advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of **CONTRACTOR**.

#### 2. DUTIES AND RESPONSIBILITIES OF RPR

- A. *Conferences and Meetings:* Attend meetings with **CONTRACTOR**, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
  - i. Liaison:
    - 1. Serve as **OWNER**'S liaison with **CONTRACTOR**, working principally through **CONTRACTOR**'s superintendent and assist in understanding the intent of the Contract Documents; and assist **OWNER** in serving as **OWNER**'S liaison with **CONTRACTOR** when **CONTRACTOR**'s operations affect **OWNER**'S on-site operations.
    - 2. Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the Work.
- B. Shop Drawings and Samples:
  - i. Receive samples that are furnished at the site by **CONTRACTOR** and notify **OWNER** of availability of samples for examination.
  - ii. Advise **OWNER** and **CONTRACTOR** of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by **OWNER**.
- C. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - i. Conduct on-site observations of the Work in progress to assist **OWNER** in determining if the work is in general proceeding in accordance with the Contract Documents.
  - ii. Report to **OWNER** whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise **OWNER** of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that **CONTRACTOR** maintains adequate records thereof; and observe, record and report to **OWNER** appropriate details relative to the test procedures and startups.
  - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to **OWNER**.



- D. *Interpretation of Contract Documents:* Report to **OWNER** when clarifications and interpretations of the Contract Documents are needed and transmit to **OWNER** clarifications and interpretations as issued by the **CONSULTANT**.
- E. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to **OWNER**. Transmit to CONTRACTOR decisions as issued by **OWNER**.
- F. Records:
- i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. **OWNER'S** clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - ii. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to **OWNER**.
  - iii. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- G. *Reports:*
- i. Furnish **OWNER** periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - ii. Consult with **OWNER** in advance of schedule major tests, inspections or start of important phases of the Work.
  - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to **CONSULTANT** Change Orders, Work Directive Changes and Field Orders.
  - iv. Report immediately to **OWNER** upon occurrence of any accident.
- H. *Payment Requests:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- I. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to **OWNER** for review and forwarding to **OWNER** prior to final payment for the Work.
- J.

### 3. LIMITATIONS OF AUTHORITY

- A. Resident Project Representative:
- i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by **OWNER**.
  - ii. Shall not exceed limitations of **OWNER'S** authority as set forth in the Contract Documents.
  - iii. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
  - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
  - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
  - vi. Shall not accept Shop Drawings or sample submittals from anyone other than CONTRACTOR.
  - vii. Shall not authorize **OWNER** to occupy the Project in whole or in part.
  - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by **OWNER**.

STANDARD AGREEMENT FOR CONSULTING SERVICES



McCLURE ENGINEERING COMPANY

Project Name: SW Des Moines Street Utility Improvements  
Project Number: 2024000157-000  
Project Manager: Colton Hoffmann, PE

This Agreement, is made on the 18th day of March, 2024, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Ankeny (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

SW Des Moines Street Utility Improvements

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the CONSULTANT.

2. Payment to the CONSULTANT shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.

3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving (7) days written notice and opportunity to cure to the OWNER, suspend services under this agreement.

4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.

5. This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the CONSULTANT.

6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or
- indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The CONSULTANT will adjust the schedule and compensation under this agreement to the extent that CONSULTANT's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the CONSULTANT's compensation is \$235,900. The contract type is Time and Expense (NTE).

| Attached Exhibits |                                                                 | Included                            | Not Included                        |
|-------------------|-----------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Exhibit 'A'       | Standard Terms and Conditions                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'B'       | Hourly Rate Schedule                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'C'       | Detailed Scope of Work                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'D'       | Design Criteria                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'E'       | Owner's Responsibilities to Consultant                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'F'       | Duties and Responsibilities of RPR                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Exhibit 'G'       | Drawing Depicting the Project                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'H'       | City of Ankeny Insurance Requirements for Professional Services | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'I'       | Subconsultant Scope and Fees                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

OWNER: City of Ankeny

DocuSigned by:  
By: Maile E. Hobbs  
4C9E47CBE956471

Title: Michelle Yuska

Attest: Michelle Yuska  
7E497FC63C464A9...

Title: City Clerk

CONSULTANT: McClure Engineering Company

Signed: Scott Pore

Title: Team Leader

**EXHIBIT A**

**McCLURE ENGINEERING COMPANY**  
CONSULTANT TERMS AND CONDITIONS  
(Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The Consultant shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. To the extent allowed by law, Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Consultant.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 3.1** Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Consultant grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants; (3) To the extent allowed by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Owner shall not create any rights in third parties.
- 3.2** If Consultant at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Consultant at an amount agreed upon by Owner and Consultant.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the Owner, third parties, and/or research performed by the Consultant or its subcontractors, to the extent allowed by law, the Owner agrees to indemnify and hold harmless the Consultant for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Consultant under this Agreement.
- 4.1** The Owner may choose to contract separately to have extensive investigations and research conducted if the Owner feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The Consultant may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Consultant, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1** The Consultant cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Consultant shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** Consultant's opinions (if any) of probable construction costs are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the Owner to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the Consultant is retained to help apply and/or secure funding from internal or external funding agencies, the Consultant shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the Consultant will successfully secure funds.
- 8.1** If the Owner secures outside funding from any such programs, while the Consultant may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the Consultant shall not be responsible for the Owner's obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the Owner.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the Owner to request the Consultant to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the Consultant contract was signed. The Owner recognizes the Consultant shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. With Owner approval, the Consultant may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the Consultant failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the Consultant's original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the Consultant shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1** In no event shall the Consultant be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Owner's project if the component should have originally been included in the construction drawings and/or specifications.

**11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement Consultant reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by Consultant, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of Consultant in writing by the contractor. Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**12.0 CONSTRUCTION OBSERVATION:** ~~If, as part of this Agreement, Consultant is providing construction observation services, Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Consultant is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.~~

**12.1** Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the 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.

**12.2** Consultant shall not be responsible for the acts or omissions of any contractor.

**12.3** Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

**12.4** Consultant shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Consultant or its Consultants.

**12.5** Unless otherwise specified in this Agreement, the Owner has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If Consultant is not retained for construction observation and/or on-site resident observation services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against the Consultant that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

**14.0 MEDIA REPRESENTATIONS:** The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

**15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant in the event the Project is permanently abandoned.

**15.1** Failure of the Owner to make payments to the Consultant in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to

make payment when due the Consultant for services, the Consultant may, upon seven days' written notice and opportunity to cure to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice.

**15.2** In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

**16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**17.0 LIMITATION OF LIABILITY:** ~~The Consultant's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~

**18.0 STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**20.0 LIEN RIGHTS:** ~~Consultant retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the Consultant.~~

**21.0 WAIVERS:** The Owner and the Consultant waive all rights against each other and against the contractors, Consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Consultant each shall require similar waivers from their contractors, Consultants and agents.

**22.0 ASSIGNMENT:** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.

**23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. 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 Owner or Consultant.

**EXHIBIT B****McCLURE ENGINEERING COMPANY****HOURLY RATE SCHEDULE**

(Effective 1/1/2024 through 12/31/2024)



| <b>PERSONNEL</b>             | <b>HOURLY RATE</b> |
|------------------------------|--------------------|
| Principal .....              | \$270 - \$295      |
| Project Manager .....        | \$185 - \$230      |
| Senior Professional.....     | \$185 - \$285      |
| Professional.....            | \$155 - \$185      |
| Junior Professional.....     | \$125 - \$155      |
| Senior Technician .....      | \$155 - \$175      |
| Technician.....              | \$115 - \$135      |
| Landscape Architect .....    | \$125 - \$160      |
| On-Site Representative ..... | \$115 - \$155      |
| Client/Project Liaison ..... | \$135 - \$185      |
| Administrative .....         | \$65 - \$85        |
| Public Relations .....       | \$115 - \$150      |
| 3 Member Survey Crew .....   | \$280              |
| 2 Member Survey Crew .....   | \$210              |
| 1 Member Survey Crew .....   | \$135              |

**EQUIPMENT**

|                                      |          |
|--------------------------------------|----------|
| 3D Scanner per Scan .....            | \$30.00  |
| Photogrammetry Drone per Flight..... | \$125.00 |
| Sonar Boat.....                      | \$125.00 |
| LiDAR Drone per Flight.....          | \$250.00 |

**MISCELLANEOUS EXPENSES**

|                                                        |                                     |
|--------------------------------------------------------|-------------------------------------|
| Survey Vehicle Mileage.....                            | \$0.75/Mile + \$0.15 fuel surcharge |
| Automobile Mileage (at current IRS rate) .....         | Current IRS Rate                    |
| Printing.....                                          | Per Contract                        |
| Survey Supplies (Hubs, Lath, Paint, Nails, etc.) ..... | Per Contract                        |
| Out-of-Pocket Expenses (Meals, Hotels, etc.).....      | Per Contract                        |

\*Rates are subject to change based on billing rates for future years

**EXHIBIT C****McCLURE ENGINEERING COMPANY****DETAILED SCOPE OF WORK****SW Des Moines Street Utility Improvements****I) PROJECT DESCRIPTION**

- A. The PROJECT includes the reconstruction of SW Des Moines Street (31-foot wide urban section with 8-inch PCC pavement with dowel bars) from the north leg of the intersection with SW Kenworthy Drive to the SW Ordinance Road intersection as well as pavement as necessary to replace the water main along SW Kenworthy Street from SW Lynn Drive to SW Des Moines Street. Additionally, the PROJECT includes the installation of street signs and a southbound center left turn lane and associated pavement markings for the north leg of SW Des Moines Street at the SW Ordinance intersection.
- B. The PROJECT includes installing a 4-foot-wide sidewalk along both sides of SW Des Moines Street with 5-foot-wide sidewalk through the driveways to meet passing spacing requirements. It is assumed that six (6) ADA compliant ramps will be designed and installed at the general location of each existing sidewalk ramp within the project limits.
- C. The PROJECT includes installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS standards.
- D. The PROJECT includes removing existing storm sewer and constructing new storm sewer, new intakes, and manholes, where deemed appropriate by the CONSULTANT along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road. A new culvert will be sized and designed under SW Des Moines Street near the SW Ordinance Road intersection. A drainage report will be completed to determine improvement types and locations along SW Des Moines Street as well as analyze the existing system capacity, downstream capacity, stormwater flows from associated areas contributing to same downstream point, and design assumptions for the storm sewer network at the SW Des Moines Street and SW Ordinance Road intersection. The project will install new storm sewer service stubs. The CONSULTANT will evaluate and recommend combination footing/subdrain on one or both sides of the street in conjunction with the storm sewer pipe.
- E. The PROJECT includes removing the existing sanitary sewer and installing new sanitary sewer and manholes along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road. The new sanitary sewer line will be connected to existing manhole 16J 41 (City GIS manhole) via core drilled. The PROJECT includes reviewing sanitary sewer televising reports and videos to determine service locations. The OWNER will provide the videos and reports for CONSULTANT review. The project will install new sewer services.
- F. The PROJECT includes removing the existing 4-inch water main and installing new 8-inch water main, hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road as well as along SW Kenworthy Drive from SW Lynn Drive to SW Des Moines Street.
- G. Retaining walls are not anticipated on the PROJECT.
- H. Existing right-of-way shall be established via survey. Proposed permanent easements shall be developed along the corridor.
- I. The PROJECT will be let by means of a local letting and the 2024 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- J. The PROJECT includes preliminary and final design and bidding for the project as described above.
- K. The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).



## II) BASIC SERVICES

### A. PHASE 100 – PRELIMINARY PLANNING AND REPORTS

#### 1. Task 101 – Storm Sewer Study and Report

- a. An existing conditions drainage study will be performed by the CONSULTANT to assess the performance of the existing system along SW Des Moines Street. Additionally, the model will include surveyed drainage infrastructure at the intersection of SW Des Moines Street and SW Ordinance Road. This additional modeling will assist in evaluating constraints with downstream storm sewer infrastructure as pertinent to SW Des Moines Street. This method will factor in drainage from adjacent watersheds as relevant to SW Des Moines Street and identify any possible constraints. Infrastructure not surveyed will be assumed based on available GIS data, and these assumptions will be listed in the drainage study.
- b. The drainage study will evaluate a possible future storm sewer connection from SW Ordinance and SW Des Moines Street to a 36" pipe at 704 SW Des Moines Street and provide recommendations for design solutions. This will include review of downstream survey, construction plans, site plans, and available drainage studies.
- c. The CONSULTANT will develop a drainage report depicting the findings of the analysis of existing conditions and describing the optimal design solution. The report will analyze the capacity of the existing system, capacity of downstream storm sewer at the intersection with SW Ordinance Road, and discuss stormwater flows from adjacent drainage areas contributing to adjacent downstream sewer trunks. In addition, the report will list design assumptions and provide analysis, design, and results for new storm sewer for the 2-, 5-, 10-, and 100-year storm events. Maps will be provided for each of the above storm periods. Additional documentation and maps may be included if relevant, as determined by the CONSULTANT and the OWNER.
- d. Deliverables
  - (i) Drainage Report
    - 1) The CONSULTANT will prepare one (1) draft drainage report to the OWNER for review and comment. Upon receipt of comments, the CONSULTANT will revise the report and submit one (1) final drainage report.

### B. PHASE 200 – EXISTING CONDITIONS

#### 1. Task 201 – Existing Conditions (General)

- a. Environmental Review
  - (i) Not included in this agreement.
- b. Cultural Resources Review
  - (i) Not included in this agreement.

### C. PHASE 300 – FUNDING

#### 1. Task 301 – Grant Funding Assistance

- a. Not included in this agreement.

### D. PHASE 400 – PRELIMINARY DESIGN

#### 1. Task 401 – Preliminary Design and Plans

- a. The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way requirements. The CONSULTANT will incorporate potential elements that may affect the

corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, public utilities, franchise utility relocation, and other features of the PROJECT.

- b. Preliminary Roadway Geometrics
  - (i) The CONSULTANT will design roadway geometrics for the PROJECT based on the approved design criteria by the OWNER.
- c. Preliminary Horizontal Alignment and Vertical Profiles
  - (i) Utilizing the preliminary geometric layout, the CONSULTANT will design the horizontal alignment and develop vertical profiles for SW Des Moines Street from the north leg of the SW Kenworthy Drive intersection to SW Ordinance Road.
  - (ii) Pavement will be replaced as necessary along SW Kenworthy Drive to replace the existing water main.
- d. Roadway Modeling and Cross Sections:
  - (i) The CONSULTANT will integrate designed alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
  - (ii) All cross sections will be at 25-foot intervals and driveway centerlines.
- e. Preliminary Acquisition Requirements Identified
  - (i) The CONSULTANT will identify permanent easement needs based on the preliminary design development.
- f. Preliminary Construction Staging and Traffic Control
  - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor. It is assumed that the project will be constructed in three (3) stages as property access, roadway pavement, and utilities will be reviewed to determine the limits of construction stages.
  - (ii) Temporary sidewalks will be needed to provide access to the residents' homes located within each staging limit.
  - (iii) The CONSULTANT will develop detour routes for each stage of construction.
- g. Preliminary Storm Sewer Design
  - (i) The drainage study will be utilized to design the storm sewer horizontal and vertical alignment, intake locations, pipe sizes and slopes, and pipe connection along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road in accordance with SUDAS Stormwater Management Criteria, Iowa DNR guidelines, SUDAS Standard Specifications, and City of Ankeny Supplemental Specifications.
  - (ii) The drainage study will be used to design a new culvert under SW Des Moines Street to connect to existing public infrastructure downstream.
  - (iii) Design of storm sewer improvements assume SW Des Moines Street is classified as a Collector road and SW Ordinance Road is classified as a Collector road.
  - (iv) The CONSULTANT will design storm sewer service stubs for future sump connections from the new storm sewer pipe or footing/subdrain to 2-feet beyond the right-of-way.



- (v) The CONSULTANT will evaluate and recommend combination footing/subdrain for one or both sides of the street.
  - (vi) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).
- h. Preliminary Sanitary Sewer Design
- (i) The CONSULTANT will develop a memorandum stating existing and proposed sanitary sewer capacity for each section of pipe to confirm sewer capacity is not lost with new sanitary sewer pipes.
  - (ii) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing sanitary sewer system along SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive. The design will be completed in accordance with SUDAS, Iowa DNR guidance, and the City of Ankeny Supplemental Specifications.
  - (iii) The CONSULTANT will review the televised videos and reports of the sanitary sewer provided by the OWNER. These reports will determine service locations.
  - (iv) The CONSULTANT will design sanitary sewer service connection from the new sanitary sewer pipe to 2-feet beyond the right-of-way. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon. The OWNER will investigate the sanitary service line location for 625 SW Des Moines Street and any other services that appear to be unknown. Existing services are expected to be clay pipe.
- i. Preliminary Water Main Design
- (i) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing water main along SW Des Moines Street from SW Ordinance Road to the north leg valve at SW Kenworthy Drive. Additionally, the water main will be replaced along SW Kenworthy Drive from the east leg of SW Lynn Drive to SW Des Moines Street. The design will be completed in accordance with SUDAS, Iowa DNR, and the City of Ankeny Supplemental Specifications.
  - (ii) Desired water main pipe size is 8-inch, C900. The project is located more than 1,000-ft from a LUST site, therefore DIP pipe is not necessary.
  - (iii) The CONSULTANT will design water main services to stop boxes, which will be located in the proposed sidewalk, if possible. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon.
  - (iv) Temporary PEX will be designed for staging to allow for continuous residential services.
  - (v) The OWNER will coordinate with the 517 SW Des Moines Street (Holy Trinity Lutheran Church) regarding an agreement as the 6-inch fire service will be out of service during parts of construction.
  - (vi) The OWNER will provide GIS data of water main layout.
- j. Preliminary Sidewalk Design
- (i) The CONSULTANT will determine the horizontal location of sidewalks and sidewalk ramps.
    - 1) New curb ramps are expected at:
      - a) North ramps (east-west crossing) at SW Ordinance Road intersection (2 ramps)
      - b) East ramp, north side only (north-south crossing) at SW Ordinance Road intersection (1 ramp)
      - c) West ramps (north-south crossing) at SW Kenworthy Drive intersection (2 ramps)
      - d) North ramp (east-west crossing) at SW Kenworthy Drive and SW Lynn Drive intersection (1 ramp)

- k. Preliminary Plans: The CONSULTANT will design and prepare 30% and 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The 30% and 60% plans will include the following:
  - (i) A-Sheets (Title Sheet) – 30% and 60%
  - (ii) B-Sheets (Typical roadway sections and special details) – 30% and 60%
  - (iii) C-Sheets (General notes) – 60%
  - (iv) D-Sheets (SW Des Moines Street) – 30% and 60%
  - (v) E-Sheets (SW Kenworthy Drive) – 30% and 60%
  - (vi) F-Sheets (Removals) – 60%
  - (vii) G-Sheets (Survey control and alignments) – 60%
  - (viii) J-Sheets (Staging layout and traffic control) – 60%
  - (ix) M-Sheets (Storm sewer plan and profile) - 60%
  - (x) MSA-Sheets (Sanitary sewer plan and profile) - 60%
  - (xi) MWM-Sheets (Water main plan and profile) – 60%
  - (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design) – 60%
  - (xiii) W-Sheets (Preliminary mainline cross sections at 25-ft intervals and driveway centerlines) – 60%
- l. Utility Relocation Conflict Exhibit
  - (i) The CONSULTANT will develop an overall conflict map and depict where relocations are needed by private utility companies such as electric, gas, cable, fiber optics, telephone, etc.
- m. Sign Inventory
  - (i) The CONSULTANT shall perform a sign inventory along the corridor and document. Special attention shall be placed for signs located on electric and/or light poles.
- n. Working Day Estimate
  - (i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 60% Check Plan submittal.
- o. Order of Magnitude Opinion of Probable Construction Costs
  - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for 60% project design.
- p. Quality Control
  - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
  - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- q. Deliverables
  - (i) Working Day Estimate
    - 1) 60% Design - Working Day Estimate Analysis
  - (ii) Order of Magnitude Opinion of Probable Construction Costs
    - 1) Preliminary 60% Design
  - (iii) Preliminary Plans

- 1) The CONSULTANT will submit and distribute the 30% preliminary plan set to the OWNER for review and comment.
- 2) The CONSULTANT will submit and distribute the 60% preliminary plan set to the OWNER for review and comment.

(iv) Utility Relocation Conflict Exhibit

- 1) The CONSULTANT will submit a Utility Conflict Exhibit to private utilities located along the PROJECT corridor.

2. Task 413 – Geotechnical Design

- a. The CONSULTANT will prepare a soil boring layout and coordinate with the geotechnical drilling and testing subconsultant to perform soil borings and laboratory testing.
- b. The CONSULTANT will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC for SW Des Moines Street along the project corridor.
- c. Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements, slope stability and settlement, or include borrow design.
- d. Geotechnical Report
  - (i) The CONSULTANT will prepare one (1) geotechnical report summarizing the findings of the borings and the CONSULTANT'S recommendations for subgrade soil treatments, if needed.
- e. Deliverables
  - (i) Geotechnical Report

**E. PHASE 500 – FINAL DESIGN**

1. Task 501 – Final Design and Plans

Pre-Final (Check) and Final Design and Plan Preparation

- a. Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The final design will include developing and refining the following:
  - (i) Construction Staging and Traffic Control
  - (ii) Storm Sewer, Sanitary Sewer, and Water Main
  - (iii) Sidewalk and Driveways
  - (iv) Pavement Markings and Traffic Signs
  - (v) Erosion Control
  - (vi) Cross Sections and Modeling
- b. Check and Final Plans: The CONSULTANT will design and prepare Check (95%) Plan and Final (100%) drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) and Final (100%) plans will include the following:
  - (i) A-Sheets (Title Sheet)
  - (ii) B-Sheets (Typical roadway sections and special details)
  - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)

- (iv) D-Sheets (SW Des Moines Street)
  - (v) E-Sheets (SW Kenworthy Drive)
  - (vi) F-Sheets (Removals)
  - (vii) G-Sheets (Survey control and alignments)
  - (viii) J-Sheets (Staging layout and traffic control)
  - (ix) K-Sheets (Pavement marking and permanent traffic sign layout)
  - (x) L-Sheets (Intersection jointing and geometric details)
  - (xi) M-Sheets (Storm sewer plan and profile)
  - (xii) MSA-Sheets (Sanitary sewer plan and profile)
  - (xiii) MWM-Sheets (Water main plan and profile)
  - (xiv) R-Sheets (Erosion control and storm water pollution prevention plan)
  - (xv) S-Sheets (Sidewalk layout and tabulation)
  - (xvi) W-Sheets (Mainline cross sections at 25-ft intervals and driveway centerlines)
- c. Special Provisions:
- (i) CONSULTANT shall prepare the following special provisions:
    - 1) Stormwater Pollution Prevention Plan (following the OWNERS' template).
- d. Project Manual:
- (i) The CONSULTANT shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and City of Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- e. Working Day Estimate
- (i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 95% Check Plan submittal.
- f. Order of Magnitude Opinion of Probable Construction Costs
- (i) The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost with a 0% construction contingency for the project.
- g. Quality Control
- (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
  - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- h. Project Permitting
- (i) NPDES Storm Water Permit
    - 1) The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
    - 2) The CONSULTANT is not 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 #2 applicable to the site and creation of the 'initial' SWPPP for the site.

- (ii) Iowa DNR Public Water Supply Construction Permit
  - 1) The CONSULTANT will complete the appropriate forms and submit them to the Iowa DNR for approval.
- (iii) Iowa DNR Wastewater Construction Permit
  - 1) The CONSULTANT will complete the appropriate forms and submit them to the Iowa DNR for approval.
- i. Deliverables
  - (i) Working Day Estimate
    - 1) 95% Design - Working Day Estimate Analysis
  - (ii) Order of Magnitude Opinion of Probable Construction Costs
    - 1) Final Design
  - (iii) Plans and Project Manual
    - 1) The CONSULTANT will submit and distribute the 95% check plan set and Project Manual to the OWNER for review and comment.
    - 2) The CONSULTANT will submit and distribute the final plan set and Project Manual to the OWNER five (5) hard copies and one (1) PDF electronic copy) and upload to QuestCDN for bidding.
  - (iv) CAD File in AutoCAD format
    - 1) The CONSULTANT will provide the OWNER with CAD files as detailed in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.
  - (v) Permits
    - 1) NPDES Storm Water Permit
    - 2) Iowa DNR Public Water Supply Construction Permit
    - 3) Iowa DNR Wastewater Construction Permit

## **F. PHASE 590 – LAND ACQUISITION**

- 1. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits
  - a. The CONSULTANT shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.
  - b. The CONSULTANT shall prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. For estimating purposes, it is assumed that six (6) exhibits will be prepared.

## **G. PHASE 600 – CONSTRUCTION ADMINISTRATION**

- 1. Task 602 – Advertising, Bidding, Contract Award
  - a. The CONSULTANT shall assist the OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.

- b. OWNER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
- c. The CONSULTANT will maintain the plan holder's List.
- d. The CONSULTANT will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
- e. The CONSULTANT shall prepare, and issue all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
- f. Bidder Questions
  - (i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
- g. Prepare Bid Tabulation
  - (i) The OWNER shall develop tabulation of all bids received within 24 hours of the letting and submit Recommendation of Award letter. The OWNER will attend the bid letting and provide the documentation to the CONSULTANT.
- h. Review Bidders Qualifications
  - (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.
- i. The CONSULTANT shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
- j. The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- k. Deliverables
  - (i) Addenda, if necessary
  - (ii) Answer to Contractor's questions
  - (iii) Bid Tabulation
  - (iv) Recommendation of Award letter
  - (v) Signed Contract, Performance, Payment, and Maintenance Bond from the Contractor

#### **H. PHASE 650 – ONSITE PROJECT REPRESENTATIVE**

- 1. Task 651 – Resident Project Representative
  - a. To be completed by the OWNER or by the CONSULTANT under an Amendment or Separate Agreement.

#### **I. PHASE 700 – SURVEY SERVICES**

- 1. Task 712 – Acquisition Plats and Legal Description

a. Acquisition and Permanent Easement Plats

- (i) The CONSULTANT will provide plats, as depicted in the table below, in accordance with the Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. The estimated number of plats for the PROJECT for which this scope of services has been developed is summarized in the following table:

| Parcel Address           | Perm. Ease. | Fee Title |
|--------------------------|-------------|-----------|
| 501 SW Des Moines Street | 1           | 0         |
| 517 SW Des Moines Street | 1           | 0         |
| 531 SW Des Moines Street | 1           | 0         |
| 601 SW Des Moines Street | 1           | 0         |
| 605 SW Des Moines Street | 1           | 0         |
| 609 SW Des Moines Street | 1           | 0         |
| <b>Total</b>             | <b>6</b>    | <b>0</b>  |

- b. If the OWNER determines additional acquisition plats or legal descriptions are necessary, the CONSULTANT shall prepare these via Amendment or Separate Agreement.

c. Deliverables

- (i) Six (6) Permanent Easement Plats

2. Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)

a. Project Control

- (i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)  
(ii) Vertical Control – NAVD 88  
(iii) U.S. Survey Feet  
(iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.

b. Topographic Survey

- (i) The CONSULTANT will provide a topographic survey required for developing the design and plans.  
(ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features within 15-feet of the right-of-way that the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.  
(iii) The OWNER will provide the Notice of Survey Letter and will send it to the property owners.

- c. Utility Survey
  - (i) The CONSULTANT will contact Iowa One Call and coordinate public and private utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.
- d. Boundary Survey
  - (i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal survey for which plats are to be developed.
  - (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
  - (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.
- e. Project Base Map
  - (i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.
- f. Soil Boring Location Survey
  - (i) The CONSULTANT will perform one (1) mobilization to mark, and spray paint the soil boring locations.
- g. Utility Relocation Staking
  - (i) The CONSULTANT will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company (assuming six (6)).
- h. Deliverables
  - (i) The CONSULTANT will provide the OWNER with the structure survey forms.
  - (ii) The CONSULTANT will provide the tabular text file of the existing infrastructure collected as outlined in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.

#### **J. PHASE 800 – PROJECT CLOSEOUT**

- 1. Task 801 - Final Inspections and Project Closeout
  - (i) To be completed under a separate agreement or amendment.

#### **K. PHASE 850 - PROJECT MANAGEMENT AND COORDINATION**

- 1. Task 851 – Project Management and Coordination (assumed project timeline of 12 months).
  - a. Project Management
    - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.



- (ii) The CONSULTANT will provide up to 12 monthly progress reporting and project invoices to the OWNER.
    - (iii) The CONSULTANT will conduct internal design review meetings.
    - (iv) The CONSULTANT will develop and maintain the PROJECT schedule.
    - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
    - (vi) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
  - b. Design Development Meetings
    - (i) The CONSULTANT will develop an agenda, attend, and provide meeting minutes of two (2) meetings with the OWNER to discuss project plans, construction details, construction staging, project schedule, and other miscellaneous purposes.
    - (ii) For budget purposes, these meetings will include up to three (3) staff members of the CONSULTANT.
  - c. Preliminary Field Review Meeting
    - (i) After the review of the 30% plan submittal, the CONSULTANT and the OWNER will attend one (1) field review to review the project and take field notes.
    - (ii) Meeting minutes will be developed and submitted after the meeting.
  - d. Utility Coordination
    - (i) The CONSULTANT shall submit the 30%, 60%, and Final plans to each utility company to inform the companies of the upcoming PROJECT and progress.
    - (ii) The CONSULTANT shall perform a total of two (2) individual coordination meetings with each of the six (6) affected utility companies. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations.
    - (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.
    - (iv) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget purposes, the CONSULTANT will review six (6) utility relocation plans two (2) times.
    - (v) If necessary, subsurface investigation will be completed either by the utility company or via an Amendment or Separate Agreement.
  - e. Deliverables
    - (i) The CONSULTANT will submit the following to the OWNER:
      - 1) Progress Reports and Invoices (estimated at 12)
      - 2) Meeting agendas and meeting minutes for each meeting described in Phase 850.
      - 3) Review comments of utility relocation plans.
2. Task 860 – Public Engagement
- a. Project Information Meetings
    - (i) The CONSULTANT will conduct one (1) project information meeting that will be attended by three (3) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
    - (ii) The CONSULTANT will prepare a short presentation, display materials, comments and sign-

- in sheets, and project hand out information for the meeting.
- (iii) The CONSULTANT will compile written and oral comments and submit them to the OWNER.
- (iv) The OWNER will prepare the notice and mail the public notification.
- (v) The OWNER will reserve the meeting facility.
- b. City Council Presentation
  - (i) Not included in this agreement.
- 3. Task 861 – Individual Property Owner Meetings
  - a. The CONSULTANT shall perform up to six (6) individual property owner meetings. Staff of the OWNER will be involved in the meeting.
  - b. The CONSULTANT will develop meeting minutes of discussions held.

#### **L. PHASE 950 – SUBCONSULTANTS AND FEES**

- 1. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)
  - a. The CONSULTANT will mark soil boring locations in the field for the subconsultant. Geotechnical exploration consists of truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (Iowa One Call), City permits, traffic control, drill and sample 3 soil samples at 20-feet deep and 5 pavement core samples (with core photos).
  - b. The CONSULTANT will review field data and assign various laboratory tests, which are anticipated to consist of:
    - (i) Moisture Content
    - (ii) Dry Unit Weight
    - (iii) Attenberg limits - (1 test)
    - (iv) Grain size distribution (sieve analyses) - (1 test)
    - (v) Standard Proctor Test – (1 test)
- 2. Task 952 – Land Acquisition (JCG Land Services)
  - a. Record of property ownership and liens certificates
    - (i) Based on the final design of the public improvement project, JCG will identify those parcels that are expected to be encumbered by an easement to identify current ownership. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. It is assumed that reports will be needed for six (6) parcels. The reimbursable expenses for procuring the Recertified Record of Ownership and Liens for each parcel will be based on the cost, as noted on JCG's project Invoices.
  - b. Compensation valuation
    - (i) JCG will prepare offers of compensation based upon the current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated, estimated to exceed \$10,000 and an appraisal is requested by the landowner, or estimated to exceed \$25,000.00, JCG will

recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products. JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The OWNER shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The reimbursable expenses for procuring appraisal and review appraisal reports for each parcel will be based on the cost, as noted on JCG's project Invoices.

- (ii) One (1) appraisal and one (1) appraisal review are expected for this PROJECT for 517 SW Des Moines Street. Compensation Estimates (sales search and appraisal waiver) are expected for the five (5) other properties expected to have permanent easements.

c. Acquisition process

- (i) Forms of easement documents and purchase agreements will be submitted to the OWNER for approval and acceptance.
- (ii) JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representatives to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value, or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation on whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the OWNER.
- (iii) Negotiations shall be considered complete upon occurrence of one of the following:
  - 1) both the owner and tenant accept the offer or an administrative settlement, or
  - 2) either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or
  - 3) in the judgment of the OWNER, negotiations have reached an impasse.
- (iv) JCG may enter into extended negotiations (meetings beyond four unsuccessful attempts) at the request of the OWNER. The time associated with extended negotiations will be tracked on a time and materials basis and may warrant a change of order if there is a budget overage. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked and may warrant a change order, or change orders, in the event(s) of a budget overage. For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to the OWNER as is necessary for their Attorney to begin preparation for the condemnation of the parcel.

d. Closing process

- (i) Upon completion of the easement acquisitions, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the OWNER for payment processing. The completed file will contain originals of all executed agreements, easements, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

- e. Condemnation Support (Additional Service, If Necessary)
    - (i) In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the OWNER's attorney, or other attorney, to file the Application for Condemnation. If requested, JCG will (UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested in support of the condemnation process on a case-by-case basis.
  - f. Project Management
    - (i) Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the OWNER and/or its contractors as necessary, and submit periodic status reports to OWNER's personnel that will calculate the level of completion of each respective task in the process.
3. Task 970 – Reimbursable Permit and Publication Fees
- a. Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
  - b. Iowa DNR NPDES Stormwater Discharge Permit fee.
  - c. Iowa DNR Water Supply Section Permit fee.
  - d. Iowa DNR Wastewater Construction Permit fee.
  - e. QuestCDN download fees are included.

**III) FEES:**

The fees for Engineering Services shall be described below:

**A. BASIC SERVICES (Hourly Not to Exceed):**

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment.

| BASIC SERVICES                                                             | Total            |
|----------------------------------------------------------------------------|------------------|
| <b>1. PHASE 100 – PRELIMINARY PLANNING AND REPORTS</b>                     |                  |
| a. Task 101 – Storm Sewer Study and Report                                 | \$15,800         |
| <b>2. PHASE 400 – PRELIMINARY DESIGN</b>                                   |                  |
| a. Task 401 – Preliminary Design and Plans                                 | \$55,600         |
| b. Task 413 – Geotechnical Design                                          | \$1,200          |
| <b>3. PHASE 500 – FINAL DESIGN</b>                                         |                  |
| a. Task 501 – Final Design and Plans                                       | \$58,000         |
| <b>4. PHASE 590 – LAND ACQUISITION</b>                                     |                  |
| a. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits | \$2,500          |
| <b>5. PHASE 600 – CONSTRUCTION ADMINISTRATION</b>                          |                  |
| a. Task 602 – Advertising, Bidding, and Contract Award                     | \$4,100          |
| <b>6. PHASE 700 – SURVEY SERVICES</b>                                      |                  |
| a. Task 712 – Acquisition Plats and Legal Description                      | \$4,800          |
| b. Task 735 – Preliminary Design Survey                                    | \$29,000         |
| <b>7. PHASE 850 – PROJECT MANAGEMENT AND COORDINATION</b>                  |                  |
| a. Task 851 – Project Management and Coordination                          | \$19,300         |
| b. Task 860 – Public Engagement                                            | \$4,200          |
| c. Task 861 – Individual Property Owner Meetings                           | \$2,700          |
| <b>8. PHASE 950 – SUBCONSULTANT AND REIMBURSABLE FEES</b>                  |                  |
| a. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)           | \$7,100          |
| b. Task 952 – Land Acquisition Services (JCG Land Services)                | \$29,400         |
| c. Task 970 – Reimbursables – Permits, Applications, and Publication Fees  | \$2,200          |
| <b>Total Hourly Not to Exceed Fee:</b>                                     | <b>\$235,900</b> |

**M) TIMELINE:**

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

**A. General Schedule**

| Milestone                                                                   | Timeline                               |
|-----------------------------------------------------------------------------|----------------------------------------|
| Notice to Proceed                                                           | March 19, 2024                         |
| Topo and Boundary Survey                                                    | March 19, 2024 – April 5, 2024         |
| Geotechnical Investigation                                                  | March 2024 – May 2024                  |
| Preliminary Plan Design (30%)                                               | April 8, 2024 – April 22, 2024         |
| Drainage Study & Report                                                     | April 8, 2024 – April 22, 2024         |
| Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities | April 22, 2024                         |
| OWNER Review of 30% Plans and Drainage Report (2 weeks)                     | April 22, 2024 – May 6, 2024           |
| On-Site Field Review Meeting                                                | May 6, 2024                            |
| Order and Obtain Title Certifications (2 Weeks)                             | May 7, 2024                            |
| Preliminary Design (60%)                                                    | May 7, 2024 – June 24, 2024            |
| Preliminary Plans (60%) Submittal to City and Utilities                     | June 24, 2024                          |
| OWNER Review 60% Plans (2 weeks)                                            | June 24, 2024 – July 8, 2024           |
| Preliminary Plans (60%) Review Meeting (DDM #1)                             | July 11, 2024                          |
| Project Information Meeting                                                 | July 16, 2024                          |
| Develop Acquisition Plats (After PIM)                                       | July 17, 2024 – July 29, 2024          |
| Check (95%) Design and Plans                                                | July 17, 2024 - October 28, 2024       |
| Order and Obtain Appraisals (4 – 6 Weeks After Plats)                       | July 29, 2024 – September 2, 2024      |
| Appraisal Review (1 – 2 Weeks After Appraisal Reports)                      | September 2, 2024 – September 16, 2024 |
| Acquisition Negotiations (1 – 3 Months)                                     | September 16, 2024 – December 15, 2024 |
| Check Plan (95%) Submittal to City and Utilities                            | October 28, 2024                       |
| OWNER Check Plan (95%) Review (2 weeks)                                     | October 28, 2024 – November 11, 2024   |
| Check Plan (95%) Review Meeting (DDM #2)                                    | November 14, 2024                      |
| Final Plans Design                                                          | November 11, 2024 – December 20, 2024  |
| Acquisitions Complete (Assume 3 Months Negotiations)                        | December 15, 2024                      |
| Final Plan Submittal                                                        | December 20, 2024                      |
| OWNER Review Final Plans                                                    | December 20, 2024 – December 30, 2024  |
| City Council Set Hearing and Letting Dates                                  | January 6, 2025                        |

|                                                |                         |
|------------------------------------------------|-------------------------|
| Bid Letting (Local)                            | January 28, 2025        |
| Public Hearing to Review Bids & Award Contract | February 3, 2025        |
| Construction                                   | Spring 2025 – Fall 2025 |
| Project Closeout                               | Winter 2025             |

A) Schedule Delays

The CONSULTANT shall not be responsible for delays in the schedule that are beyond the CONSULTANT's control.

## V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Irrigation (lawn sprinkler) restoration plans or specifications
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Record drawings
- Project management and coordination tasks beyond the scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

**EXHIBIT D****McCLURE ENGINEERING COMPANY**

## PROJECT DESIGN CRITERIA

## SW DES MOINES STREET UTILITY IMPROVEMENTS



| Roadway Design Criteria                                |                                                                                                                                                                                                                                                |                                                                 |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Design Parameter                                       | Value                                                                                                                                                                                                                                          | Source/Notes                                                    |
| Roadway Classification                                 | Collector (SW Des Moines Street)                                                                                                                                                                                                               | City Specified in Scoping Meeting                               |
| Design Speed                                           | 30                                                                                                                                                                                                                                             | City Specified in Scoping Meeting                               |
| Posted Speed                                           | 25                                                                                                                                                                                                                                             | City Specified in Scoping Meeting                               |
| Roadway Sections                                       | 31-ft B/B, 6" modified subbase, 6" subgrade preparation; Thickness (TBD)                                                                                                                                                                       | City Specified in Scoping Meeting                               |
| Backslopes                                             | 4:1 Maximum                                                                                                                                                                                                                                    | SUDAS, Table 5C-1.01                                            |
| Parkway Slopes                                         | 4% Typical with 1% to 10% variance depending on drainage and grading                                                                                                                                                                           | City Standard                                                   |
| Minimum Roadway Slope                                  | 0.6% (Preferred); 0.5% (Acceptable)                                                                                                                                                                                                            | SUDAS, Table 5C-1.01 & 1.02                                     |
| Maximum Roadway Slope                                  | 5.0% (Preferred); 12% (Acceptable)                                                                                                                                                                                                             | SUDAS, Table 5C-1.01 & 1.02                                     |
| Curb Radii                                             | Utilize Intersection Design Vehicle for SW Kenworthy Dr/SW Des Moines St. Intersection and SW Ordinance/SW Des Moines St Intersection                                                                                                          | SUDAS Section 5C-2.R                                            |
| Taper Ratio                                            | 15:1                                                                                                                                                                                                                                           | SUDAS Table 5C-2.01                                             |
| Roadway Pavement                                       | PCC                                                                                                                                                                                                                                            | City Specified in Scoping Meeting                               |
| Roadway Pavement Cross Slope                           | 2.0%                                                                                                                                                                                                                                           | City Standard                                                   |
| Clear Zone                                             | 6-ft (Preferred); 4-ft (Acceptable)                                                                                                                                                                                                            | SUDAS 5C-1, C, 1                                                |
| Stopping Sight Distance                                | 200-ft                                                                                                                                                                                                                                         | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Horizontal Curve Radius without Superelevation | 333                                                                                                                                                                                                                                            | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Vertical Curve K - Crest                       | 30                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01                                            |
| Minimum Vertical Curve K - Sag                         | 37                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01                                            |
| Minimum Vertical Curve Length                          | 75                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Intersection Sight Distance                    | 335-ft (Left Turn from Stop); 290-ft (Right Turn from Stop)                                                                                                                                                                                    | SUDAS Table 5L-4.03                                             |
| Retaining Wall Types                                   | N/A                                                                                                                                                                                                                                            | N/A                                                             |
| Driveway Aprons                                        | 6" PCC (Residential) & 7" PCC (Commercial); Match Existing Width; Refer to City of Supplemental Specifications for additional details                                                                                                          | SUDAS Table 5L-4.01; City of Ankeny Supplemental Specifications |
| Driveway Slopes                                        | Residential: 9.5% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 1.5" Curb Drop Height; 3-ft Flare<br>Commercial: 7.0% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 2.0" Curb Drop Height; Radii | SUDAS Figure L-4.02; City of Ankeny Supplemental Specifications |

| Storm Sewer Design Criteria            |                                                                                                               |                           |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|
| Design Parameter                       | Value                                                                                                         | Source/Notes              |
| Minor Storm for Intake & Pipe Capacity | 5-year (Local and Collector)                                                                                  | SUDAS 2A-3, B. 1 & 2      |
| Minor Storm Spread                     | No curb overtopping. Flow may spread to crown of street (Collector)                                           | SUDAS 2A-3, Table 2A-3.01 |
| Major Storm for Intake & Pipe Capacity | 100-year                                                                                                      | Suda's 2A-3, B. 1 & 2     |
| Major Storm Spread                     | Ponded area should not exceed the street ROW and depth of water above street crown should not exceed 6-inches | SUDAS 2A-3, Table 2A-3.02 |
| Minimum Pipe Size                      | 15-inch                                                                                                       | SUDAS 2D-1, D, 3          |
| Minimum Pipe Slope                     | As required for min. velocity, 1.0% cross runs                                                                | SUDAS 2D-1, D, 7          |
| Minimum Pipe Velocity                  | 3 fps for Design Storm                                                                                        | SUDAS 2D-1, D, 4          |
| Maximum Pipe Velocity                  | 15 fps                                                                                                        | SUDAS 2D-1, D, 4          |
| Preferred Storm Intake Type            | Throat and Grate (SW-501, SW-505, etc.)                                                                       | City Staff                |
| Pipe Material                          | RCP: n=0.013                                                                                                  | Industry Standard         |

| Sanitary Sewer Design Criteria  |                                                               |              |
|---------------------------------|---------------------------------------------------------------|--------------|
| Design Parameter                | Value                                                         | Source/Notes |
| Minimum Pipe Size               | 8-inch                                                        | City Staff   |
| Minimum Pipe Slope              | 0.60%                                                         | City Staff   |
| Castings                        | Self-Level EJ Castings; Cretex Pro-Rings for Adjustment Rings | City Staff   |
| Preferred Manhole Type          | Precast Manholes with A-loks                                  | City Staff   |
| New to Existing Pipe Connection | Fernco Stongback Coupler                                      | City Staff   |
| Elevation Drops                 | Over 2-ft use External Drop, Under 2-ft use Internal Drop     | City Staff   |
| Pipe Material                   | Truss Pipe                                                    | City Staff   |



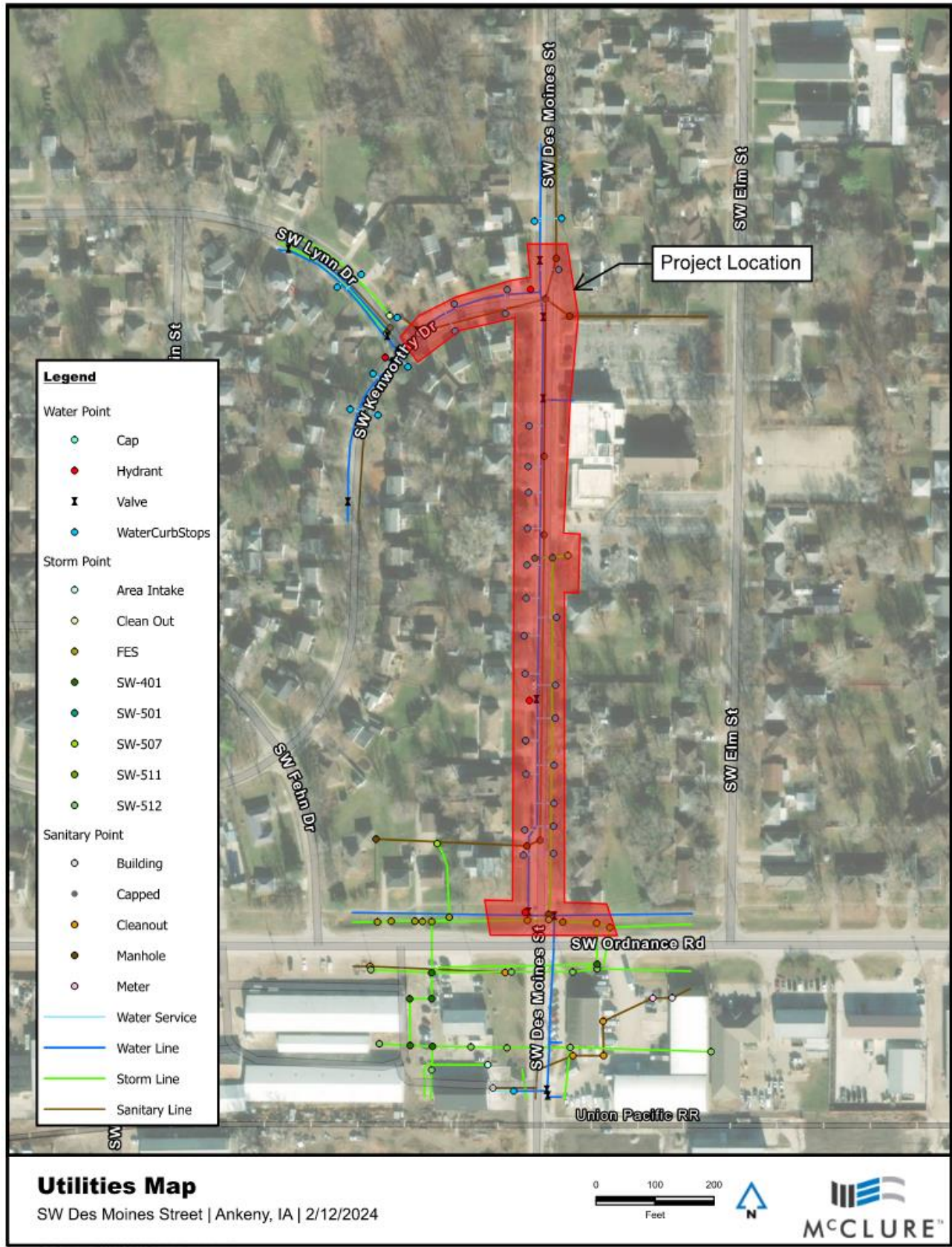
**EXHIBIT E****McCLURE ENGINEERING COMPANY**  
OWNER'S RESPONSIBILITIES

**OWNER** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all local governmental authorities having jurisdiction over the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT G

McCLURE ENGINEERING COMPANY  
DRAWING DEPICTING THE PROJECT  
SW Des Moines Street Utility Improvements



## Exhibit H

### 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 H 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 H.
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 H.
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 H

### 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 H

### 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 H

### 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.

EXHIBIT I

McCLURE ENGINEERING COMPANY  
SUBCONSULTANTS SCOPE & FEES  
SW Des Moines Street Utility Improvements



- CLIENT**  
McClure
- PROJECT NAME**  
Ankeny - SW Des Moines Street
- BID DATE**  
3/1/2024
- ADDRESS**  
335 SE Oralabor Rd
- CITY/STATE/ZIP**  
Ankeny, IA 50021
- PHONE**  
515-293-4518
- E-MAIL**  
sport@mcclurevision.com
- PREPARED BY:**  
Mike Holsapple  
Urbandale Public Works      Project Manager

ROW Services Cost Estimate Breakdown

City of Ankeny | SW Des Moines Street

Estimated Number of Parcels: 6

| Description of Expenses                                   | Amount | Hours | Unit Price | Total       |
|-----------------------------------------------------------|--------|-------|------------|-------------|
| Title Reports                                             | 6      |       | \$350.00   | \$2,100.00  |
| Project Data Book                                         |        |       |            |             |
| Compensation - Appraisals & Review Appraisals             | 1      |       | \$5,000.00 | \$5,000.00  |
| Compensation - Appraisal Waivers                          | 5      | 10    |            | \$1,100.00  |
| GIS/GPS Easement Exhibits                                 |        |       |            |             |
| GIS/GPS Easement Mapping                                  |        |       |            |             |
| Title Research & Transfer Doc Prep.                       |        | 30    |            | \$3,030.00  |
| Acquisition Process                                       |        | 111   |            | \$12,210.00 |
| Project Management                                        |        | 34    |            | \$4,692.00  |
| JCG Expenses (mileage, lodging, per diem, postage, misc.) |        |       | \$1,268.00 | \$1,268.00  |
| JCG In-House Fees                                         |        |       |            | \$22,300.00 |
| Reimbursable Expenses                                     |        |       |            | \$7,100.00  |
| Total ROW Cost Estimate                                   |        |       |            | \$29,400.00 |
| Cost Estimate Per Parcel                                  |        |       |            | \$4,900.00  |

This project cost estimate is valid for 90 days from the bid date listed above.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP

DATE

# ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** SW Des Moines Street Reconstruction **PN:** 241127  
**PROJECT ADDRESS:** From SW Ordinance Road to SW Kenworthy Drive  
 Ankeny, Iowa  
**CLIENT:** McClure - Attn: Scott Port, P.E.  
**ADDRESS:** 1360 NW 121<sup>st</sup> Street  
 Clive, Iowa

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (Iowa One Call), City permits, traffic control, drill and sample 3 soil borings 20 feet deep, core pavement at 5 locations (with core photos), laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Atterberg limits, 1 grain size analysis, and 1 standard Proctor test for soil classification), engineering analysis, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,100.00. Consultation subsequent to completion of report will be invoiced at current engineering rates.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two 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. ABE will contact Iowa One Call for public utility locates. Private utility locates will be the responsibility of the City and should be properly marked prior to the drill crew arriving at the site.





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$28,000.00 with Strand Associates, Inc. for additional construction services on the NE 36th Street and NE 38th Street Water Main Loop project.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

Strand Associates, Inc. (Strand) has been working on the NE 36th Street and NE 38th Street Water Main Loop project from design through construction. The contractor had used an additional 56 working days to complete the project. Per the contract documents there was a \$500.00/day Liquid Damages charge for not completing the project in the allotted time. Granite Excavating had a deduct of \$28,000.00 from their contract to cover these additional costs that were incurred so there is a net zero charge to the City for this amendment.

The scope of Amendment No. 2 includes construction administration and construction observation.

The original Professional Services Agreement was for design and cost \$204,000.00, Amendment No. 1 was for construction services and cost \$95,000.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$327,000.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Foth in the amount of \$28,000.00 for the NE 36th Street and NE 38th Street Water Main Loop project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$28,000.00 with Strand for additional construction services for the NE 36th Street and NE 38th Street Water Main Loop project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 20, 2023: City Council approved the Professional Services Agreement with Strand for design services for the NE 36th Street and NE 38th Street Water Main Loop project and on May 20, 2024, City Council approved the Construction Services Amendment with Strand.

#### FISCAL IMPACT

The project is included in the City's 2024 - 2028 Capital Improvement Program.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. Amendment #2 Additional Construction Services
2. 8. PSA - FOX Strand - NE 36th St & NE 38th St Water Main
3. CA-14 - Strand - Amendment 1 (2)



Strand Associates, Inc.<sup>®</sup>  
414 South 17th Street, Suite 107  
Ames, IA 50010  
(P) 515.233.0000  
www.strand.com

February 3, 2025

City of Ankeny  
Municipal Utilities  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Amendment No. 2 to the March 10, 2023, Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services  
NE 36th Street and NE 38th Street Water Main Loop

This is Amendment No. 2 to the referenced Agreement.

Under Scope of Services, ADD the following:

"Additional Services

1. Provide administration, design, observation, and topographic survey for Construction Contract change order no. 1 as requested by OWNER.
2. Provide additional administration and observation for retesting of water main.
3. Provide additional administration for additional shop drawing review iterations."

Under Compensation, ADD the following:

"OWNER shall compensate ENGINEER for Additional Services on an hourly rate basis plus expenses an estimated fee of \$28,000."

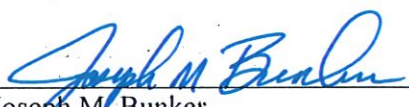
IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

CITY OF ANKENY

  
Joseph M. Bunker  
Corporate Secretary

Date

2/3/25

Honorable Bobbi B. Bentz  
Mayor

Date

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Strand Associates, Inc.®  
414 South 17th Street, Suite 107  
Ames, IA 50010  
(P) 515.233.0000  
www.strand.com

February 5, 2025

Mr. Don Clark, Director of Municipal Utilities  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023-1564

Mayor Bobbi B. Bentz  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023

City Council  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023

Re: Amendment No. 2 to the March 10, 2023, Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services  
NE 36th Street and NE 38th Street Water Main Loop  
City of Ankeny, Iowa (City)

Dear Mr. Clark, Honorable Mayor Bentz, and Ankeny City Council:

This letter is to acknowledge that the fee for additional services described as part of the proposed Amendment No. 2 (see above-mentioned and enclosed) is equivalent to contractor-assessed liquidated damages of 56 days at \$500 per day. The assessed liquidated damages were agreed to by Granite Excavating, LLC. (Contractor) as part of Change Order No. 1 for the NE 36th Street and NE 38th Street Water Main Loop project.

Therefore, the additional compensation included as part of Strand Associates, Inc.®'s (Strand) Amendment No. 2 totaling \$28,000 is offset by the reduction in Contract price to be paid by the City to the Contractor.

Strand has appreciated the opportunity to provide engineering services for the City on this very important project.

If you have any questions, please call 515-233-000 ext. 8124.

Sincerely,

STRAND ASSOCIATES, INC.®

Mitch S. Holtz, P.E.

Enclosure



**FOX Strand**  
 414 South 17th Street, Suite 107  
 Ames, IA 50010  
 (P) 515.233.0000  
[www.strand.com](http://www.strand.com)

March 10, 2023

Municipal Utilities  
 City of Ankeny  
 1210 NW Prairie Ridge Drive  
 Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services  
 NE 36th Street and NE 38th Street Water Main Loop

This is an Agreement between the City of Ankeny, Iowa, hereinafter referred to as OWNER, and FOX-Strand, hereinafter referred to as ENGINEER, to provide Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services (Services) for the NE 36th Street and NE 38th Street Water Main Loop project. This Agreement shall be in accordance with the following elements.

### **Project Understanding**

This project will include design of approximately 11,500 linear feet of 16-inch water main on the north side of NE 36th Street and the west side of NE 38th Street to create a loop between the existing 16-inch water main that ends north of NE 18th Street along NE 38th Street and the existing 16-inch water main along NE 36th Street.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Geotechnical Engineering Subcontracting Services

1. Prepare a scope for geotechnical engineering for the project.
2. Procure geotechnical engineer to provide soil borings and geotechnical report for project.
3. Provide draft geotechnical report to OWNER for review, incorporate OWNER's comments as appropriate, and finalize the report.

#### Design and Bidding-Related Services

1. Communicate with local utility providers to provide one-call utility locates.
2. Delineate the water main route using existing mapping, conduct a topographic survey of the water main route, and prepare conceptual drawings for water main and discuss with OWNER. Include in the conceptual drawings the existing conditions and proposed water main route.

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City of Ankeny  
Page 2  
March 10, 2023

3. Conduct preliminary boundary and title research including field time to locate controlling government and parcel corners along the proposed water main route, in accordance with state statutes.
4. Attend up to two staff meetings during preliminary design; one meeting for project kick-off and one meeting midway through the preliminary design as a status review.
5. Prepare a preliminary design report that summarizes the preliminary design water main route and opinion of probable construction cost (OPCC) and submit to OWNER.
6. Construction Drawings and Specifications:
  - a. Prepare construction drawings and technical specifications, in accordance with the Iowa Statewide Urban Design and Specifications and OWNER-provided Supplemental Specifications. Contract Documents will include OWNER-provided front-end documents.
  - b. Drawings will include water main plan and profile, bid items, construction details, stormwater pollution prevention plan, and restoration drawings. Traffic control drawings are not anticipated.
7. Prepare an erosion control plan.
8. Prepare the Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System and IDNR Water Supply permits. Permit fee shall be reimbursed by OWNER.
9. Attend up to two staff meetings during final design.
10. Prepare draft Bidding Documents using OWNER Contract Documents, technical specifications and engineering drawings.
11. Submit draft Bidding Documents to OWNER.
12. Prepare a prebid OPCC and submit to OWNER.
13. Review the draft Bidding Documents with OWNER, incorporate review comments as appropriate, and submit five bound half-sized sets of drawings and two bound sets of specifications for the final Bidding Documents to OWNER.
14. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com).
15. Prepare addenda and answer questions during bidding.
16. Attend Bid opening, tabulate and analyze Bid results, and assist OWNER in the award of the Construction Contract.
17. Prepare two sets of Contract Documents for signature.
18. Prepare up to three draft exhibits of the proposed easements and legal descriptions for the selected water main route.

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City of Ankeny  
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March 10, 2023

19. Submit draft exhibits and legal descriptions to OWNER's attorney for review and negotiation with landowners.
20. Prepare and provide final easement exhibits to OWNER.

#### **Easement Acquisition Assistance**

Assist OWNER and OWNER's legal counsel with easement acquisition for up to three easements.

#### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

City of Ankeny  
Page 4  
March 10, 2023

### **Compensation**

OWNER shall compensate ENGINEER for Geotechnical Engineering Subcontracting Services on an hourly rate basis plus expenses an estimated fee of \$25,000.

OWNER shall compensate ENGINEER for Design and Bidding-Related Services a lump sum of \$175,000.

OWNER shall compensate ENGINEER for Easement Acquisition Services on an hourly rate basis plus expenses an estimated fee of \$4,000.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum and estimated fees that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of March 20, 2023. Services are scheduled for completion on December 29, 2023.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

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City of Ankeny  
Page 5  
March 10, 2023

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
8. Reimburse ENGINEER for all permit and plan review fees payable to regulatory agencies.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of OWNER's requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

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City of Ankeny  
Page 6  
March 10, 2023

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

### **Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

### **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

City of Ankeny  
Page 7  
March 10, 2023

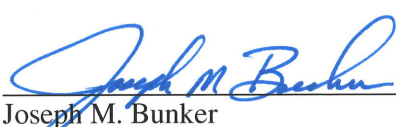
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

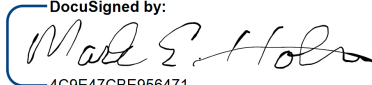
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF ANKENY

  
\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

3/10/23  
Date

DocuSigned by:  
  
\_\_\_\_\_  
4C9E47CBE956471...  
Honorable Mark Holm  
Mayor

3/20/23  
Date



**Strand Associates, Inc.®**  
 414 South 17th Street, Suite 107  
 Ames, IA 50010  
 (P) 515.233.0000  
 www.strand.com

May 14, 2024

City of Ankeny  
 Municipal Utilities  
 1210 NW Prairie Ridge Drive  
 Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Amendment No. 1 to the March 10, 2023, Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services  
 NE 36th Street and NE 38th Street Water Main Loop

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**, ADD the following:

“Construction-Related Services

1. Provide contract administration services including attendance at preconstruction conference, review of contractor’s shop drawing submittals, review of contractor’s periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout. ENGINEER’s review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.
2. Provide up to 48 hours of construction staking for force main.
3. Provide resident project representative for up to 460 hours of part time observation of construction. In furnishing observation services, ENGINEER’s efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor’s work and will not be responsible for the contractor’s construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor’s failure to perform the construction work in accordance with the Contract Documents.
4. Provide record drawings in electronic format from information compiled from contractor’s records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawings information provided by contractor and OWNER.”

Under **Service Elements Not Included**, DELETE Item No. 3.

City of Ankeny  
Page 2  
May 14, 2024

Under **Compensation**, ADD the following:

“OWNER shall compensate ENGINEER for Construction-Related Services on an hourly rate basis plus expenses an estimated fee of \$95,000.”

Under **Schedule**, CHANGE December 29, 2023, to “December 29, 2024.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

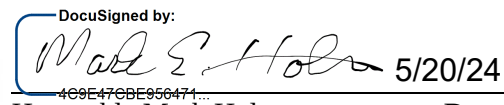
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF ANKENY

  
\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

05/14/2024  
\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
4C9E47CBE956471...  
Honorable Mark Holm  
Mayor

5/20/24  
\_\_\_\_\_  
Date



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$11,583.45 to Alpha Landscapes, LLC, for construction services on the 2024 City-Wide Permanent Surface Restoration project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Alpha Landscapes, LLC - Pymt #2

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2024 City-Wide Permanent Surface Restoration  
Contractor: Alpha Landscapes LLC  
Address: 5145 NW Beaver Drive, Johnston, IA 50131  
Finance Budget Code: 963.3963.4451 Finance Project #: 963.4451  
Vendor Project #: N/A Purchase Order #: N/A  
Original Contract Date: July 1, 2024 Vendor Account #: 11844

Date of Council Meeting: February 17, 2025 Payment Application #: 2  
Payment Period: From: November 1, 2024 Through: January 31, 2025

## Contract Summary:

|                                         |    |           |           |
|-----------------------------------------|----|-----------|-----------|
| Original Contract Amount:               | \$ | 32,872.00 |           |
| Net Change by Change Orders:            | \$ | -         |           |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 32,872.00 |           |
| Total Completed and Stored to Date:     | \$ | 19,657.60 |           |
| Retainage: 5 % of Completed Work:       | \$ | 982.88    |           |
| Total Earned Less Retainage:            | \$ | 18,674.72 |           |
| Less Previous Applications for Payment: | \$ | 7,091.27  |           |
| SUBTOTAL:                               | \$ |           | 11,583.45 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 11,583.45

Balance to Finish, Including Retainage: \$ 14,197.28

Contract Time Remaining (Substantial): - Calendar Date

Contract Time Remaining (Full): - Calendar Date

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

Construction Contractor Approval: Alpha Landscapes LLC

Firm Name

Andrew Doyle

Signature

February 6, 2025

Date

Engineer / Consultant Approval: N/A

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Quinn Lopreato

Signature

February 6, 2025

Date

Submit to: Quinn Lopreato

E-mail: [Qlopreato@AnkenyIowa.gov](mailto:Qlopreato@AnkenyIowa.gov)

Phone Number: 515-965-6432



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION<br>(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 |
|----------|-------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|-------------|----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
|          | EARTHWORK                                             |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 2.01     | Topsoil, Compost                                      | CY    | 35.00                      |                                   | 35.00          | \$ 140.00   | \$ 4,900.00    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 35.00              | 0.00%            |
|          | TRAFFIC CONTROL                                       |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 8.01     | Temporary Traffic Control                             | LS    | 1.00                       |                                   | 1.00           | \$ 775.00   | \$ 775.00      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 1.00               | 0.00%            |
|          | SITE WORK AND LANDSCAPING                             |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 9.01     | Conventional Seeding and Fertilizing, Type 1          | AC    | 2.54                       |                                   | 2.54           | \$ 4,150.00 | \$ 10,541.00   | 1.58                           | \$ 6,565.30                 | 0.50                                     | 2.08                    | \$ 8,640.30                   | 0.46               | 81.97%           |
| 9.02     | Conventional Seeding and Fertilizing, Type 6          | AC    | 0.56                       |                                   | 0.56           | \$ 4,150.00 | \$ 2,324.00    |                                | \$ -                        | 0.51                                     | 0.51                    | \$ 2,116.50                   | 0.05               | 91.07%           |
| 9.03     | Warranty                                              | LS    | 1.00                       |                                   | 1.00           | \$ 1,750.00 | \$ 1,750.00    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 1.00               | 0.00%            |
| 9.04     | Erosion Control Mulching, Hydromulching, BFM          | AC    | 3.10                       |                                   | 3.10           | \$ 2,900.00 | \$ 8,990.00    | 1.58                           | \$ 4,587.80                 | 1.01                                     | 2.59                    | \$ 7,516.80                   | 0.51               | 83.61%           |
| 9.05     | Spot Herbicide Application                            | AC    | 3.10                       |                                   | 3.10           | \$ 320.00   | \$ 992.00      |                                | \$ -                        | 0.10                                     | 0.10                    | \$ 32.00                      | 3.00               | 3.23%            |
|          | MISCELLANEOUS                                         |       |                            |                                   |                |             |                |                                |                             |                                          |                         |                               |                    |                  |
| 11.01    | Mobilization                                          | LS    | 1.00                       |                                   | 1.00           | \$ 2,600.00 | \$ 2,600.00    | 0.40                           | \$ 1,040.00                 | 0.12                                     | 0.52                    | \$ 1,352.00                   | 0.48               | 52.00%           |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 32,872.00

PAY PERIOD = \$ 12,193.10

COMPLETED = \$ 19,657.60

59.80%



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

| No. | Date               | Amount      |
|-----|--------------------|-------------|
| 1   | September 16, 2024 | \$ 7,091.27 |
| 2   |                    |             |
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Previous Applications for Payment:

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Record of Change Orders:

| No. | Date | Amount |
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Calendar Date  
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 = \$ 7,091.27



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$21,547.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bolton & Menk - Pymt #4



city of  
**Ankeny**  
bringing it all together

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date              | Amount       |
|-----|-------------------|--------------|
| 1   | October 7, 2024   | \$ 12,001.00 |
| 2   | November 18, 2024 | \$ 13,232.00 |
| 3   | January 21, 2025  | \$ 27,646.00 |
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## Previous Applications for Payment:

| No. | Date | Amount |
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## Record of Change Orders:

| No. | Date | Amount |
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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:  
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 = \$ 52,879.00


**BOLTON  
& MENK**

Real People. Real Solutions.



Please Remit To: Bolton & Menk, Inc.  
1960 Premier Drive | Mankato, MN 56001-5900  
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny  
Matt Grgurich  
MGrgrich@Ankenylowa.gov  
Ankeny, IA 50023

January 22, 2025  
Project No: 24X.135758.000  
Invoice No: 0354397  
Client Account: ANKENY\_CI\_IA

**Ankeny/PRA9 Intersection Improvements**

Project and Contract Management (0000001)

**Professional Services**

|                        | Hours | Amount |                 |
|------------------------|-------|--------|-----------------|
| Principal              | 5.00  | 905.00 |                 |
| Totals                 | 5.00  | 905.00 |                 |
| <b>Total Labor</b>     |       |        | <b>905.00</b>   |
| <b>Total this Task</b> |       |        | <b>\$905.00</b> |

Design Phase Services (0000004)

**Professional Services**

|                           | Hours  | Amount    |                    |
|---------------------------|--------|-----------|--------------------|
| Principal                 | 5.50   | 995.50    |                    |
| Senior Project Engineer   | 105.50 | 19,647.00 |                    |
| Totals                    | 111.00 | 20,642.50 |                    |
| <b>Total Labor</b>        |        |           | <b>20,642.50</b>   |
| <b>Total this Task</b>    |        |           | <b>\$20,642.50</b> |
| <b>Total this Invoice</b> |        |           | <b>\$21,547.50</b> |

**Billings to Date**

|               | Current          | Prior            | Total            |
|---------------|------------------|------------------|------------------|
| Labor         | 21,547.50        | 48,454.00        | 70,001.50        |
| Expense       | 0.00             | 4,425.00         | 4,425.00         |
| <b>Totals</b> | <b>21,547.50</b> | <b>52,879.00</b> | <b>74,426.50</b> |

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.





**BOLTON  
& MENK**

Real People. Real Solutions.

**NW Prairie Ridge Dr-NW 9th St & NW Ash Dr Intersection Improvements**

**Monthly Progress Report**

**Date:** January 22, 2025

**To:** Matt Grugurich

**From:** Zach Parsons

**Billing Through:** 11/28/2024-1/8/2025

**Invoice No.:** 0354397

**BMI Project No.** 24X.135758.000

**Work Completed Last Period**

Design Criteria Memo

**Upcoming Major Work Items**

Preliminary Plans, Utility Coordination, Right of Way Coordination

**Value Added / Potential Scope-Schedule Changes**

N/A

**Budget Status/Percent Complete**

| Task Number and Description |                                                             | Budget Amount        | Billed This Period  | Billed Prior        | Total Billed to Date | Budget Remaining     | Percent of Budget Complete | Estimated Percent of Work Complete |
|-----------------------------|-------------------------------------------------------------|----------------------|---------------------|---------------------|----------------------|----------------------|----------------------------|------------------------------------|
| Task 1:                     | Project/Contract Management                                 | \$ 19,826.00         | \$ 905.00           | \$ 1,027.50         | \$ 1,932.50          | \$ 17,893.50         | 10%                        | 13%                                |
| Task 2:                     | Project Coordination & Public Participation and Involvement | \$ 35,398.00         | \$ -                | \$ -                | \$ -                 | \$ 35,398.00         | 0%                         | 5%                                 |
| Task 3:                     | Survey and Data Collection                                  | \$ 31,348.00         | \$ -                | \$ 16,944.50        | \$ 16,944.50         | \$ 14,403.50         | 54%                        | 50%                                |
| Task 4:                     | Design Phase Services                                       | \$ 247,268.00        | \$ 20,642.50        | \$ 30,482.00        | \$ 51,124.50         | \$ 196,143.50        | 21%                        | 17%                                |
| Task 5:                     | Bidding Phase Services                                      | \$ 3,466.00          | \$ -                | \$ -                | \$ -                 | \$ 3,466.00          | 0%                         | 0%                                 |
| Task 6:                     | JCG Land Services                                           | \$ 60,800.00         | \$ -                | \$ -                | \$ -                 | \$ 60,800.00         | 0%                         | 0%                                 |
| Task 7:                     | Construction Materials Testing (CMT)                        | \$ 4,425.00          | \$ -                | \$ 4,425.00         | \$ 4,425.00          | \$ -                 | 100%                       | 100%                               |
| <b>TOTAL</b>                |                                                             | <b>\$ 402,531.00</b> | <b>\$ 21,547.50</b> | <b>\$ 52,879.00</b> | <b>\$ 74,426.50</b>  | <b>\$ 328,104.50</b> | <b>18%</b>                 | <b>18%</b>                         |

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 612-597-6136 or email at Zach.Parsons@bolton-menk.com.

Sincerely,  
**Bolton & Menk, Inc.**

Zach Parsons, PE  
Principal Transportation Engineer



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #6 in the amount of \$746,512.04 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL  
Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CB&I - Pymt #6

# 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 #: 661.4450  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: October 16, 2023 Vendor Account #: 522

Date of Council Meeting: February 17, 2025 Payment Application #: 6

Payment Period: From: November 17, 2024 Through: January 26, 2025

## Contract Summary:

Original Contract Amount: \$ 9,751,758.59  
Net Change by Change Orders: \$ (71,100.00)  
Contract Amount to Date: (line 1 ± 2) \$ 9,680,658.59

Total Completed and Stored to Date: \$ 4,912,514.65  
Retainage: 5 % of Completed Work: \$ 245,625.73  
Total Earned Less Retainage: \$ 4,666,888.92  
Less Previous Applications for Payment: \$ 3,920,376.88  
SUBTOTAL: \$ 746,512.04

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 746,512.04

Balance to Finish, Including Retainage: \$ 5,013,769.67

Contract Time Remaining (Substantial): 278.0 #

Contract Time Remaining (Full): 308.0 #

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

Signature

2/7/2025

Date

Engineer / Consultant Approval: HDR Engineering, Inc.

Firm Name

Fleming, Scott

Signature

Digitally signed by Fleming, Scott  
Reason: I have reviewed this document  
Date: 2025.02.07 16:12:48-06'00'

Date

City of Ankeny Staff Approval:

Donald Clark

Signature

2/7/25

Date

Submit to: Don Clark

E-mail: 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   | April 26, 2021   | \$ 544,660.03   |
| 3   | May 31 2024      | \$ 430,882.00   |
| 4   | July 11, 2024    | \$ 593,070.75   |
| 5   | January 21, 2025 | \$ 1,768,701.59 |
| 6   |                  |                 |
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## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
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| 70  |      |        |

## Record of Change Orders:

| No. | Date             | Amount         |
|-----|------------------|----------------|
| 1   | March 18, 2024   | \$ (83,000.00) |
| 2   | January 21, 2025 | \$ 11,900.00   |
| 3   |                  |                |
| 4   |                  |                |
| 5   |                  |                |
| 6   |                  |                |
| 7   |                  |                |
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| 12  |                  |                |
| 13  |                  |                |
| 14  |                  |                |
| 15  |                  |                |

CHANGE ORDER TOTAL = \$ (71,100.00)

## 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: | 447.0 |
| Working Days Remaining:    | 278.0 |

## Full Completion:

|                            |       |
|----------------------------|-------|
| Contract Working Days:     | 755.0 |
| Added by Change Order:     | 0.0   |
| Total Working Days:        | 755.0 |
| Working Days Used to Date: | 447.0 |
| Working Days Remaining:    | 308.0 |

PREVIOUS PAY APPS TOTAL = \$ 3,920,376.87



## INVOICE

|                                   |                         |
|-----------------------------------|-------------------------|
| <b>MAIL TO:</b>                   | <b>SOLD TO:</b>         |
| HDR                               | City of Ankeny, IA      |
| Attn Rob Baker                    | Attn: Don Clark         |
| 2901 South loop Drive, Suite 3300 | 1210 NW Prarie Ridge Rd |
| Attn: Rob Baker                   |                         |
| Ph. 515-473-5785                  |                         |
| Emm Rob.Baker@hdrinc              |                         |
| <b>Job Location:</b>              | ANKENY, IA              |
| <b>Project No.:</b>               | 10345779                |

INVOICE NO. 252422-06  
APPLICATION NO 6  
INVOICE DATE 01/30/25  
DUE DATE 03/01/25

|                        |               |
|------------------------|---------------|
| <b>TERMS</b>           | <b>Net 30</b> |
| <b>A/P VENDOR NC 0</b> |               |

Work From Date: 11/17/24  
Work Thru Date: 01/26/25  
CBI Contract No. 374252422  
CBI Customer No. 11491052

### DESCRIPTION

New Elevated Water Storage Tank (Oakton and Busse) Contract

|                             |                       |
|-----------------------------|-----------------------|
| Original Contract Price     | \$9,751,758.59        |
| Change Order                | (\$71,100.00)         |
| <b>Total Contract Price</b> | <b>\$9,680,658.59</b> |

| SCHEDULE OF VALUES                              |                                                                | UNITS OF<br>MEASURE | TOTAL<br>UNITS | UNIT PRICE   | TOTAL PRICE  | TOTAL UNITS<br>OR %<br>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 | 65%                             | \$113,750.00 |
| <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 Connectic     | 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 & Fitt   | 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, Typ      | 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 Convention    | AC                  | 1.3            | \$11,305.36  | \$14,696.97  | 69%                             | \$10,126.21  |
| 8.02                                            | Permanent Seeding, Fertilizing, and Mulching for Hydraulic S   | 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                  | 1061           | \$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 S   | 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       |



|                                 |                                                                |    |     |                |                |      |                |
|---------------------------------|----------------------------------------------------------------|----|-----|----------------|----------------|------|----------------|
| 8.20                            | 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 Tank    | 0  | 0   | \$0.00         |                | 0%   | \$0.00         |
| 201                             | Bonds & Insuramace                                             | LS | 1   | \$437,500.00   | \$437,500.00   | 100% | \$437,500.00   |
| 202                             | Engineering                                                    | LS | 1   | \$587,500.00   | \$587,500.00   | 100% | \$587,500.00   |
| 203                             | Tank Material                                                  | LS | 1   | \$1,485,051.65 | \$1,485,051.65 | 73%  | \$1,084,087.70 |
| 204                             | Fabrication & Ship (Concrete Shaft)                            | LS | 1   | \$123,500.00   | \$123,500.00   | 75%  | \$92,625.00    |
| 205                             | Fabrication & Ship (Tank Erection @ Grade)                     | LS | 1   | \$426,000.00   | \$426,000.00   | 35%  | \$149,100.00   |
| 206                             | Fabrication 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   | 100% | \$398,300.00   |
| 209                             | Pile Cap Foundation                                            | LS | 1   | \$798,700.00   | \$798,700.00   | 100% | \$798,700.00   |
| 210                             | Site Prep for CB&I                                             | LS | 1   | \$59,000.00    | \$59,000.00    | 90%  | \$53,100.00    |
| 211                             | Set Derrick                                                    | LS | 1   | \$98,400.00    | \$98,400.00    | 100% | \$98,400.00    |
| 212                             | Concrete Shaft                                                 | LS | 1   | \$1,078,500.00 | \$1,078,500.00 | 62%  | \$668,670.00   |
| 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 (Overhead & 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   | 84%  | \$275,170.35   |
| 301                             | Bulk Water Station Installation (Shipping/Unloading, Concrete) | LS | 1   | \$79,575.00    | \$79,575.00    | 67%  | \$53,315.25    |
| 600                             | Electrical for Site Service, Elevated Storage Tank, Bulk Water | 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 Panel)     | 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         |
| 1007                            | 5" PCC Pavement, Sidewalk/Trail                                | SY | 428 | \$159.15       | \$68,116.20    | 0%   | \$0.00         |
| CO                              | Catwalk Modifications                                          | LS | 1   | (\$3,000.00)   | (\$3,000.00)   | 0%   | \$0.00         |
| CO                              | Welded Stainless Steel Fresh Mix System                        | LS | 1   | (\$80,000.00)  | (\$80,000.00)  | 0%   | \$0.00         |
| CO-02                           | Couplings, Brass Plugs                                         | LS | 1   | \$11,900.00    | \$11,900.00    | 0%   | \$0.00         |

\$ 9,680,658.59 51% \$4,912,514.65

|                                  |                     |
|----------------------------------|---------------------|
| Progress Completed to Date       | \$4,912,514.65      |
| Less: Retention 5%               | \$245,625.73        |
| Total Amount Billed to Date      | \$4,666,888.92      |
| Less: Amount Previously Invoiced | \$3,920,376.88      |
| <b>Current Amount Due</b>        | <b>\$746,512.04</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)**

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Ankeny, IA

CUSTOMER PROJECT:

CB&I INVOICE NO. 252422-06

Distribution to:

(OWNER) Attn: Don Clark

1210 NW Prairie Ridge Rd

10345779

APPLICATION NO. 6

OWNER

FROM (CONTRACTOR):

CB&I Storage Tank Solutions LLC

VIA (ENGINEER):

WORK FROM DATE: 11/17/24

WORK THRU DATE: 01/26/25

ENGINEER  
CONTRACTOR  
OTHER

1725 Hughes Landing Blvd STE 600  
The Woodlands, TX 77380

ENG. PROJECT NO: 10345779

CONTRACT FOR:

New Elevated Water Storage Tank (Oakton and Busse) Contract

CONTRACT DATE: 10/16/23

## CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |               | ADDITIONS   | DEDUCTIONS  |
|----------------------------------------------------|---------------|-------------|-------------|
| Change Orders approved in previous months by Owner |               | 0.00        | (83,000.00) |
| TOTAL                                              |               |             |             |
| Approved this Application                          |               |             |             |
| Number                                             | Date Approved |             |             |
| CO-02                                              | 01/25/25      | 11,900.00   |             |
| TOTALS                                             |               | 11,900.00   | 0.00        |
| Net change by Change Orders                        |               | (71,100.00) |             |

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

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                                            | (71,100.00)     |
| 3. CONTRACT SUM TO DATE (Line 1+/-2)                                      | \$9,680,658.59  |
| 4. TOTAL COMPLETED & STORED TO DATE (Col G on G703)                       | \$4,912,514.65  |
| 5. RETAINAGE:                                                             |                 |
| a. 5% of Completed Work                                                   | \$245,625.73    |
| (Col D + E on G703)                                                       |                 |
| b. 0% of Stored Material                                                  | 0.00            |
| Col F on G703                                                             |                 |
| Total Retainage (Line 5a + 5b or (Total in Col I of G703)                 | \$245,625.73    |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)                 | \$4,666,888.921 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$3,920,376.88  |
| 8. CURRENT PAYMENT DUE                                                    | \$746,512.04    |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)                 | \$5,013,769.67  |

## 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By:  Date: 01/30/25

A/R Administrator

### AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: 0

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

OWNER: City of Ankeny, IA

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: 252422-06  
APPLICATION DATE: 01/30/25  
WORK FROM DATE: 11/17/24  
WORK THRU DATE: 01/26/25

| 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 D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | TOTAL TO DATE % (G div C) | BALANCE TO FINISH (C - G) | PREVIOUS RETAINAGE 5% | CURRENT RETAINAGE 5% | TOTAL RETAINAGE 5% |
| 1.01     | General Provisions and Covenants<br>Mobilization, Demobilization, General Provisions and Co                | 0<br>1         | 175,000       | 175,000.00             | 113,750.00                      | 65%                  | 0.00                       |                                            | 113,750.00                                     | 65%                       | 61,250.00                 | 5,687.50              | 0.00                 | 5,687.50           |
| 2.01     | Earthwork<br>General Clearing and Grubbing                                                                 | 1<br>1358      | 26,525<br>7   | 26,525.00<br>10,085.87 | 21,220.00<br>719.74             | 80%<br>7%            | 0.00<br>0.00               |                                            | 21,220.00<br>719.74                            | 80%<br>7%                 | 5,305.00<br>9,366.13      | 1,061.00<br>35.99     | 0.00<br>0.00         | 1,061.00<br>35.99  |
| 2.02     | Topsoil and Finished Grading                                                                               | 1358           | 7             | 10,085.87              | 719.74                          | 7%                   | 0.00                       |                                            | 719.74                                         | 7%                        | 9,366.13                  | 35.99                 | 0.00                 | 9,366.13           |
| 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                 | 42,984.00          |
| 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                 | 28,224.00          |
| 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                 | 82,938.24          |
|          | Sewers and Drains                                                                                          |                |               |                        |                                 |                      |                            |                                            |                                                |                           |                           |                       |                      |                    |
| 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                 | 33,929.20          |
| 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                 | 3,183.00           |
| 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                 | 3,771.28           |
| 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                 | 3,181.14           |
| 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                 | 1,749.86           |
| 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                 | 9,185.11           |
| 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                 | 3,978.75           |
|          | Water Mains and Appurtenances                                                                              |                |               |                        |                                 |                      |                            |                                            |                                                |                           |                           |                       |                      |                    |
| 5.01     | Water Main and Fittings Removal At and Including Conne                                                     | 1              | 14,854        | 14,854.00              | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 14,854.00                 | 0.00                  | 0.00                 | 14,854.00          |
| 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                 | 248,910.60         |
| 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                 | 5,490.90           |
| 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                 | 27,851.25          |
| 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                 | 16,782.36          |
| 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                 | 10,079.50          |
| 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                 | 34,117.52          |
| 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                 | 3,705.01           |
| 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                 | 4,774.50           |
| 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                 | 15,915.00          |
| 6.01     | 48" Circular Storm Sewer Manhole Over Existing Sewer, Single Open-Throat Curb Inake, Small Box, Type SW-50 | 1              | 12,732        | 12,732.00              | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 12,732.00                 | 0.00                  | 0.00                 | 12,732.00          |
| 6.02     | Circular Open-Throat Curb Inake, Small Box, Type SW-50                                                     | 3              | 2,653         | 7,957.50               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 7,957.50                  | 0.00                  | 0.00                 | 7,957.50           |
| 6.03     | Circular Area Inake, Type SW-512                                                                           | 3              | 822           | 2,466.84               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 2,466.84                  | 0.00                  | 0.00                 | 2,466.84           |
| 6.04     | Detention Basin Outlet Structure                                                                           | 1              | 7,958         | 7,957.50               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 7,957.50                  | 0.00                  | 0.00                 | 7,957.50           |
| 7.01     | Streets and Related Work                                                                                   | 0              | -             | 0.00                   | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | #DIV/0!                   | 0.00                      | 0.00                  | 0.00                 | 0.00               |
| 7.02     | 9" PCC Pavement, Driveway                                                                                  | 1023           | 153           | 156,293.94             | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 156,293.94                | 0.00                  | 0.00                 | 156,293.94         |
| 7.03     | 7" PCC Pavement, Driveway                                                                                  | 787            | 159           | 125,251.05             | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 125,251.05                | 0.00                  | 0.00                 | 125,251.05         |
| 7.04     | 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                 | 4,774.50           |
| 7.05     | 6" River Rock Surfacing                                                                                    | 49             | 52            | 2,547.51               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 2,547.51                  | 0.00                  | 0.00                 | 2,547.51           |
|          | Detachable Warnings                                                                                        | 60             | 64            | 3,819.60               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 3,819.60                  | 0.00                  | 0.00                 | 3,819.60           |
|          | Site Work and Landscaping                                                                                  |                |               |                        |                                 |                      |                            |                                            |                                                |                           |                           |                       |                      |                    |
| 8.01     | Temporary Seeding, Fertilizing, and Mulching for Conver                                                    | 1              | 11,305        | 14,696.97              | 10,126.21                       | 69%                  | 0.00                       |                                            | 10,126.21                                      | 69%                       | 4,570.76                  | 506.31                | 0.00                 | 506.31             |
| 8.02     | Permanent Seeding, Fertilizing, and Mulching for Hydrat                                                    | 1              | 5,581         | 6,417.99               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 6,417.99                  | 0.00                  | 0.00                 | 6,417.99           |
| 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                 | 1,644.50           |
| 8.04     | Silt Fence                                                                                                 | 1135           | 5             | 6,004.15               | 2,610.00                        | 43%                  | 0.00                       |                                            | 2,610.00                                       | 43%                       | 3,394.15                  | 130.50                | 0.00                 | 130.50             |
| 8.05     | Inlet Protection                                                                                           | 7              | 122           | 854.14                 | 122.00                          | 14%                  | 0.00                       |                                            | 122.00                                         | 14%                       | 732.14                    | 6.10                  | 0.00                 | 6.10               |
| 8.06     | Stabilized Construction Entrance                                                                           | 1              | 4,836         | 4,836.16               | 4,836.16                        | 100%                 | 0.00                       |                                            | 4,836.16                                       | 100%                      | 0.00                      | 241.81                | 0.00                 | 241.81             |
| 8.07     | Concrete Washout                                                                                           | 1              | 2,653         | 2,652.50               | 1,326.25                        | 50%                  | 0.00                       |                                            | 1,326.25                                       | 50%                       | 1,326.25                  | 66.31                 | 0.00                 | 66.31              |
| 8.08     | Chain Link Fence                                                                                           | 1061           | 65            | 69,230.25              | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 69,230.25                 | 0.00                  | 0.00                 | 69,230.25          |
| 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                 | 2,652.50           |
| 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                 | 291,775.00         |
| 8.11     | Bollards                                                                                                   | 2              | 1,061         | 2,122.00               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 2,122.00                  | 0.00                  | 0.00                 | 2,122.00           |
| 8.12     | Permanent Seeding, Fertilizing, and Mulching for Hydrat                                                    | 0              | 202,078       | 30,311.71              | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 30,311.71                 | 0.00                  | 0.00                 | 30,311.71          |
| 8.13     | Wattle                                                                                                     | 406            | 16            | 6,370.14               | 2,335.99                        | 37%                  | 0.00                       |                                            | 2,335.99                                       | 37%                       | 4,034.15                  | 116.80                | 0.00                 | 116.80             |
| 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                 | 8,286.24           |
| 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                 | 3,448.25           |
| 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                 | 3,483.27           |
| 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                 | 1,676.40           |
| 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                 | 2,122.00           |
| 8.19     | Tree - Eastern Redcedar                                                                                    | 7              | 467           | 3,267.88               | 0.00                            | 0%                   | 0.00                       |                                            | 0.00                                           | 0%                        | 3,267.88                  | 0.00                  | 0.00                 | 3,267.88           |
| 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                 | 2,122.00           |
| 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                 | 407.44             |







## 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: \$746,512.04

for the following invoice(s),

Invoice Number  
252422-06

Invoice Amount  
\$746,512.04

Work Thru Date  
01/26/25

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 30th day of January , 2025.

  
\_\_\_\_\_  
A/R Administrator  
CB&I Storage Tank Solutions LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #11 in the amount of \$9,662.58 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. CDA - Pymt #11



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westlawn Place Area Utility Improvements - Conceptual Design  
Contractor: Civil Design Advantage, LLC  
Address: 4121 NW Urbandale Drive Urbandale, Iowa 50322  
Finance Budget Code: 33.33% to Each Finance Project #: 33.33% to Each  
610.3610.4210/650.3650.4210/963.3963.4210 610.4210/650.4210/963.4210  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: March 18, 2024 Vendor Account #: 2407

Date of Council Meeting: February 17, 2025 Payment Application #: 11

Payment Period: From: December 30, 2024 Through: February 2, 2025

## Contract Summary:

|                                         |    |            |          |
|-----------------------------------------|----|------------|----------|
| Original Contract Amount:               | \$ | 454,367.00 |          |
| Net Change by Change Orders:            | \$ | -          |          |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 454,367.00 |          |
| Total Completed and Stored to Date:     | \$ | 392,594.80 |          |
| Retainage: _____ % of Completed Work:   | \$ | -          |          |
| Total Earned Less Retainage:            | \$ | 392,594.80 |          |
| Less Previous Applications for Payment: | \$ | 382,932.22 |          |
| SUBTOTAL:                               | \$ |            | 9,662.58 |
| OTHER CHARGES:                          | \$ |            | -        |
| CURRENT PAYMENT DUE:                    | \$ |            | 9,662.58 |

Balance to Finish, Including Retainage: \$ 61,772.20

Contract Time Remaining (Substantial): - #

Contract Time Remaining (Full): - #

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

Signature

02/06/2025

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust, Public Works Engineering Manager

E-mail:

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

Phone Number:

(515) 963-3537

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | April 15, 2024     | \$ 102,447.85 |
| 2   | May 20, 2024       | \$ 18,370.51  |
| 3   | June 17, 2023      | \$ 61,879.44  |
| 4   | July 15, 2024      | \$ 24,686.66  |
| 5   | August 19, 2024    | \$ 27,442.00  |
| 6   | September 16, 2024 | \$ 16,234.75  |
| 7   | October 21, 2024   | \$ 44,324.01  |
| 8   | November 18, 2024  | \$ 75,832.50  |
| 9   | December 16, 2024  | \$ 7,896.00   |
| 10  | January 21, 2025   | \$ 3,818.50   |
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## Previous Applications for Payment:

| No. | Date | Amount |
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PREVIOUS PAY APPS TOTAL = \$ 382,932.22

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
| 2   |      |        |
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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: \_\_\_\_\_

February 06, 2025

Attn: Adam Lust, P.E.  
City of Ankeny, Public Works Engineering Manager  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023

RE: Billing Information Report #11  
Westlawn Place Area Utility Improvements – Conceptual Design  
Ankeny, Iowa  
CDA 2312.796

Dear Adam:

Enclosed is a copy of Billing Information Report #11 for Westlawn Place Area Utility Improvements – Conceptual Design.

Civil Design Advantage completed additional utility coordination and construction drawing plan distribution, surveyed some gas potholes, coordinated and met with the stormwater design consultant, and reached out to a land services consultant for future contractual input for phases 1A & 1B for the Westlawn Place Area Utility Improvements—Conceptual Design project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Eric Schulte, P.E.  
Project Manager

Enclosures

•

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



INVOICE

To pay invoice online, please visit:  
<https://www.gobillandpay.com/cda>

City of Ankeny  
Adam Lust  
220 W 1st St  
Ankeny, IA 50023

February 7, 2025  
Project No: 2312.796  
Invoice No: 47612  
Due Date: March 9, 2025

Project 2312.796 C. Ankeny - Westlawn Pl Area Utility Imp  
Professional Services from December 30, 2024 through February 2, 2025

Task 103 Topographic Survey/Existing ROW Est.  
**Professional Personnel**

|                    | Hours | Rate   | Amount                 |                 |
|--------------------|-------|--------|------------------------|-----------------|
| Technician 8       | 4.00  | 145.00 | 580.00                 |                 |
| <b>Total Labor</b> |       |        |                        | <b>580.00</b>   |
|                    |       |        | <b>Total this Task</b> | <b>\$580.00</b> |

Task 105 Existing Utility Information  
**Professional Personnel**

|                    | Hours | Rate   | Amount                 |                 |
|--------------------|-------|--------|------------------------|-----------------|
| Engineer 7         | 4.00  | 174.00 | 696.00                 |                 |
| <b>Total Labor</b> |       |        |                        | <b>696.00</b>   |
|                    |       |        | <b>Total this Task</b> | <b>\$696.00</b> |

Task 203 Stormwater Analysis  
**Professional Personnel**

|                    | Hours | Rate   | Amount   |                 |
|--------------------|-------|--------|----------|-----------------|
| Engineer 7         | 15.50 | 174.00 | 2,697.00 |                 |
| <b>Total Labor</b> |       |        |          | <b>2,697.00</b> |

**Consultants**

|                |                          |                         |               |                   |
|----------------|--------------------------|-------------------------|---------------|-------------------|
| Sub-consultant |                          |                         |               |                   |
| 1/14/2025      | RDG Planning & Design    | Water resource engineer | 266.58        |                   |
|                | <b>Total Consultants</b> |                         | <b>266.58</b> | <b>266.58</b>     |
|                |                          | <b>Total this Task</b>  |               | <b>\$2,963.58</b> |

Task 206 Geotechnical Investigation  
**Total this Task** 0.00

Task 230 Estimated Construction Costs  
**Total this Task** 0.00

Task 302 Conceptual CD Preparation (30% Complete)  
**Professional Personnel**

|                    | Hours | Rate   | Amount   |                 |
|--------------------|-------|--------|----------|-----------------|
| Engineer 4         | 15.50 | 136.00 | 2,108.00 |                 |
| Engineer 7         | 11.50 | 174.00 | 2,001.00 |                 |
| <b>Total Labor</b> |       |        |          | <b>4,109.00</b> |



|                           |          |                                          |                    |            |
|---------------------------|----------|------------------------------------------|--------------------|------------|
| Project                   | 2312.796 | C. Ankeny - Westlawn Pl Area Utility Imp | Invoice            | 47612      |
|                           |          |                                          | Total this Task    | \$4,109.00 |
| Task                      | 402      | Design Memo(s)                           |                    |            |
|                           |          |                                          | Total this Task    | 0.00       |
| Task                      | 404      | Private Utility Coordination             |                    |            |
| Professional Personnel    |          |                                          |                    |            |
|                           |          | Hours                                    | Rate               | Amount     |
| Engineer 4                |          | 2.00                                     | 136.00             | 272.00     |
| Total Labor               |          |                                          |                    |            |
|                           |          |                                          |                    | 272.00     |
|                           |          |                                          | Total this Task    | \$272.00   |
| Task                      | 405      | Right-of-Way (ROW) Needs Determination   |                    |            |
|                           |          |                                          | Total this Task    | 0.00       |
| Task                      | 501      | Meetings                                 |                    |            |
| Professional Personnel    |          |                                          |                    |            |
|                           |          | Hours                                    | Rate               | Amount     |
| Principal/Senior Engineer |          | 3.00                                     | 215.00             | 645.00     |
| Engineer 4                |          | 1.00                                     | 136.00             | 136.00     |
| Engineer 7                |          | 1.50                                     | 174.00             | 261.00     |
| Total Labor               |          |                                          |                    |            |
|                           |          |                                          |                    | 1,042.00   |
|                           |          |                                          | Total this Task    | \$1,042.00 |
| Task                      | 998      | Permits & Fees                           |                    |            |
|                           |          |                                          | Total this Task    | 0.00       |
| Task                      | 999      | Reimbursable Expenses                    |                    |            |
|                           |          |                                          | Total this Task    | 0.00       |
| Billing Limits            |          | Current                                  | Prior              | To-Date    |
| Total Billings            |          | 9,662.58                                 | 382,932.22         | 392,594.80 |
| Limit                     |          |                                          |                    | 454,367.00 |
| Remaining                 |          |                                          |                    | 61,772.20  |
|                           |          |                                          | Total this Invoice | \$9,662.58 |

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

Project Manager      Eric Schulte



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$64,281.90 to Eick & Day  
Construction for construction services on the Otter Creek Clubhouse Renovations project.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Payment #2

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** OTTER CREEK CLUBHOUSE RENOVATIONS  
**Contractor:** EICK & DAY CONSTRUCTION  
**Address:** 4705 NW 59TH AVE #105  
**Finance Budget Code:** 590.2595.4270 **Finance Project #:** 595.4270.  
**Vendor Project #:** 24779 **Purchase Order #:**  
**Original Contract Date:** August 19, 2024 **Vendor Account #:**

**Date of Council Meeting:** February 17, 2025 **Payment Application #:** 2  
**Payment Period:** From: January 1, 2025 Through: February 10, 2025

## Contract Summary:

|                                         |    |            |              |
|-----------------------------------------|----|------------|--------------|
| Original Contract Amount:               | \$ | 173,500.00 |              |
| Net Change by Change Orders:            | \$ | 325.61     |              |
| Contract Amount to Date: (line 1 ± 2)   | \$ |            | 173,825.61   |
|                                         |    |            |              |
| Total Completed and Stored to Date:     | \$ | 127,221.35 |              |
| Retainage: 5 % of Completed Work:       | \$ | 6,361.07   |              |
| Total Earned Less Retainage:            | \$ |            | 120,860.28   |
| Less Previous Applications for Payment: | \$ |            | 56,578.38    |
| SUBTOTAL:                               |    |            | \$ 64,281.90 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 64,281.90

Balance to Finish, Including Retainage: \$ 52,965.33

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: EICK & DAY CONSTRUCTION

Signature: *Terisa Inghay* Firm Name: \_\_\_\_\_ Date: 2/11/2025

Engineer / Consultant Approval: SVPA Architects

Signature: *Sara Herman* Firm Name: \_\_\_\_\_ Date: 2/11/2025

City of Ankeny Staff Approval:

Signature: *[Signature]* Date: 2/11/25

Submit to: NICK LENOX, DIRECTOR PARKS & RECREATION  
 E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515.963.3576

Date Printed: 2/11/2025

# CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 2/10/2025

PERIOD TO: 1/31/2025

ARCHITECT'S PROJECT NO:

| A<br>ITEM NO. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED VALUE | D<br>WORK COMPLETED             |              | F<br>MATERIALS PRESENTLY STORED (NOT IN D OR E) | G<br>TOTAL COMPLETED & STORED TO DATE (D+E+F) |         | H<br>BALANCE TO FINISH (C-G) | I<br>RETAINAGE (IF VARIABLE RATE) |
|---------------|--------------------------|----------------------|---------------------------------|--------------|-------------------------------------------------|-----------------------------------------------|---------|------------------------------|-----------------------------------|
|               |                          |                      | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD  |                                                 |                                               | % (G/C) |                              |                                   |
| 1             | General Conditions       | \$ 16,709.00         | \$ 5,681.06                     | \$ 10,192.49 |                                                 | \$ 15,873.55                                  | 95%     | \$ 835.45                    | \$ 793.68                         |
| 2             | Bond                     | \$ 2,406.00          | 2,406.00                        |              |                                                 | 2,406.00                                      | 100%    |                              | \$ 120.30                         |
| 3             | Demolition               | \$ 5,832.95          | 5,832.95                        |              |                                                 | 5,832.95                                      | 100%    |                              | \$ 291.65                         |
| 4             | Joint Protection         | \$ 1,900.00          |                                 | 1,615.00     |                                                 | 1,615.00                                      | 85%     | 285.00                       | \$ 80.75                          |
| 5             | Openings                 | \$ 73,597.00         |                                 | 29,438.80    |                                                 | 29,438.80                                     | 40%     | 44,158.20                    | \$ 1,471.94                       |
| 6             | Carpet - Material        | \$ 36,059.81         | 31,565.60                       | 4,494.21     |                                                 | 36,059.81                                     | 100%    |                              | \$ 1,802.99                       |
| 7             | Carpet - Labor           | \$ 6,573.05          |                                 | 6,573.05     |                                                 | 6,573.05                                      | 100%    |                              | \$ 328.65                         |
| 8             | Painting & Wallcoverings | \$ 27,744.00         | 13,500.00                       | 14,244.00    |                                                 | 27,744.00                                     | 100%    |                              | \$ 1,387.20                       |
| 9             | Electrical               | \$ 1,000.00          |                                 |              |                                                 |                                               |         | 1,000.00                     |                                   |
| 10            | Insurance                | \$ 1,678.19          | 570.58                          | \$ 1,107.61  |                                                 | 1,678.19                                      | 100%    |                              | \$ 83.91                          |
| 11            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 12            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 13            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 14            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 15            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 16            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 17            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 18            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 19            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
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| 21            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 22            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 23            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 24            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 25            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 26            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| 27            |                          |                      |                                 |              |                                                 |                                               |         |                              |                                   |
| TOTAL PAGE 2  |                          | \$ 173,500.00        | \$ 59,556.19                    | \$ 67,665.16 | \$ -                                            | \$ 127,221.35                                 | 73%     | \$ 46,278.65                 | \$ 6,361.07                       |





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #7 in the amount of \$62,112.50 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Foth - Pymt #7

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First Street Improvements and Improvements - Phase 2  
Contractor: Foth Infrastructure & Environment, LLC  
Address: PO Box 8418, Carol Stream, IL 60197-8418  
Finance Budget Code: 971.3971.4210 Finance Project #: 971.4210  
Vendor Project #: 0024A002.00 Purchase Order #: N/A  
Original Contract Date: April 15, 2024 Vendor Account #: 2078

Date of Council Meeting: February 17, 2025 Payment Application #: 7

Payment Period: From: November 1, 2024 Through: November 30, 2024

## Contract Summary:

|                                       |    |            |
|---------------------------------------|----|------------|
| Original Contract Amount:             | \$ | 746,690.00 |
| Net Change by Change Orders:          | \$ | -          |
| Contract Amount to Date: (line 1 ± 2) | \$ | 746,690.00 |

|                                         |    |            |
|-----------------------------------------|----|------------|
| Total Completed and Stored to Date:     | \$ | 448,521.72 |
| Retainage: 0 % of Completed Work:       | \$ | -          |
| Total Earned Less Retainage:            | \$ | 448,521.72 |
| Less Previous Applications for Payment: | \$ | 386,409.22 |
| SUBTOTAL:                               | \$ | 62,112.50  |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 62,112.50

Balance to Finish, Including Retainage: \$ 298,168.28

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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment, LLC

Firm Name

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey  
DN: C=US, E=bradley.hopkey@foth.com, O=Foth Infrastructure & Environment, LLC,  
OU=Infrastructure Division, CN=Bradley D. Hopkey  
Reason: I am approving this document  
Date: 2025.02.06 12:32:22-0600

February 6, 2025

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@Ankenylowa.gov

Phone Number:

515-963-3536

Date Printed: 2/6/2025

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date              | Amount       |
|-----|-------------------|--------------|
| 1   | June 17, 2024     | \$ 51,003.36 |
| 2   | August 5, 2024    | \$ 84,823.16 |
| 3   | September 3, 2024 | \$ 37,528.40 |
| 4   | October 7, 2024   | \$ 94,076.12 |
| 5   | December 2, 2024  | \$ 88,846.88 |
| 6   | February 3, 2025  | \$ 30,131.30 |
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## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
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PREVIOUS PAY APPS TOTAL = \$ 386,409.22

## 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

**Invoice**

REMIT TO: Foth Infrastructure & Environment, LLC  
P.O. Box 8418  
Carol Stream, IL 60197-8418

*NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

February 04, 2025

Project No: 0024A002.00

Invoice No: 94856

City of Ankeny  
410 W First St.  
Ankeny, IA 50023

**Invoice Total USD 62,112.50**

Project 0024A002.00 West First St Widening and Improvements - Phase 2

**Professional Services through November 30, 2024**

**Professional Personnel**

|                          | Hours  | Rate   | Amount           |
|--------------------------|--------|--------|------------------|
| Project Manager II       | 7.00   | 208.00 | 1,456.00         |
| Project Engineer V       | 38.50  | 224.00 | 8,624.00         |
| Project Engineer I       | 137.50 | 159.00 | 21,862.50        |
| Staff Engineer III       | 65.00  | 152.00 | 9,880.00         |
| Staff Engineer II        | 79.50  | 142.00 | 11,289.00        |
| Staff Engineer I         | 1.00   | 131.00 | 131.00           |
| Technician VIII          | 10.50  | 171.00 | 1,795.50         |
| Technician VI            | 3.50   | 150.00 | 525.00           |
| Technician II            | 7.50   | 109.00 | 817.50           |
| Project Administrator II | 2.00   | 106.00 | 212.00           |
| Totals                   | 352.00 |        | 56,592.50        |
| <b>Total Labor</b>       |        |        | <b>56,592.50</b> |

**Subconsultants 5,520.00**

| Billing Limits            | Current   | Prior      | To-Date              |
|---------------------------|-----------|------------|----------------------|
| Total Billings            | 62,112.50 | 386,409.22 | 448,521.72           |
| Limit                     |           |            | 746,690.00           |
| Remaining                 |           |            | 298,168.28           |
| <b>Total This Invoice</b> |           |            | <b>USD 62,112.50</b> |

**Outstanding Invoices**

| Number               | Date       | Balance              |
|----------------------|------------|----------------------|
| 93289                | 11/13/2024 | 30,131.30            |
| <b>Total</b>         |            | <b>30,131.30</b>     |
| <b>Total Now Due</b> |            | <b>USD 92,243.80</b> |

Iowa Signal Inc.  
3711 SE Capitol Circle  
Grimes, Ia 50111

# Invoice

| Date       | Invoice # |
|------------|-----------|
| 11/13/2024 | 6234      |

| Bill To                                                              |
|----------------------------------------------------------------------|
| Foth Engineering<br>8191 Birchwood Ct. Suite L<br>Johnston, IA 50131 |

| P.O. No.      | Terms  |
|---------------|--------|
| IE-P0000 2663 | Net 30 |

| Description                                                                      | Qty | Rate               | Amount     |
|----------------------------------------------------------------------------------|-----|--------------------|------------|
| Hydro-Excavating W. 1st - state to Greenwood                                     |     |                    |            |
| Pothole machine hours                                                            | 28  | 160.00             | 4,480.00   |
| Labor to remove conduit & fill potholes                                          | 16  | 65.00              | 1,040.00   |
| Please make payable to Iowa Signal Inc. & remit to the above address. Thank you. |     | <b>Total</b>       | \$5,520.00 |
|                                                                                  |     | <b>Balance Due</b> | \$5,520.00 |

| Phone #      | E-mail               |
|--------------|----------------------|
| 515-249-5076 | wayne@iowasignal.com |



**Summary of Services Report - Project Code: 971.4210**

**Project Title:** West First Street Widening and Improvements – Phase 2

**Period:** November 1, 2024 to November 30, 2024

**Work Completed:**

Progress on the project within the report period involved the following work tasks:

- Project coordination and project management.
- Utility coordination continues.
- Preliminary design of drainage system continues.
- Preliminary design of water main development.
- Intersection geometrics finalized.
- Preliminary pedestrian facility design development.
- Traffic signal equipment layout finalized.
- Preliminary roadway lighting photometric design development.
- Side road profile and modeling development completed.
- Preliminary driveway profile development.
- Development of functional construction staging and traffic management.

**Work Scheduled:**

The following work tasks will be completed in December of 2024:

- Continue design development coordination and project management.
- Continue coordination with utility companies. Identify potential conflicts.
- Preliminary plan set.

**Submittal Schedule:**

The following dates are according to the original project contract:

|                                          |                                |
|------------------------------------------|--------------------------------|
| Scoping Meeting with City Personnel      | January 26, 2024               |
| Professional Services Agreement Approved | April 15, 2024                 |
| Design Survey and Mapping                | April 2024 – May 2024          |
| Stormwater Analysis                      | May 2024 – June 2024           |
| Traffic Study                            | May 2024 – June 2024           |
| Functional Design                        | June 2024 – August 2024        |
| Preliminary Design                       | September 2024 – December 2024 |

**General Comments:**

-



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #26 in the amount of \$21,030.85 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL  
Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HDR - Pymt #26

# 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:** February 17, 2025 **PAYMENT REQUEST #** 26  
**PAYMENT PERIOD:** From: December 29, 2024 Through: January 27, 2025

## Contract Summary

|                                         |    |            |              |
|-----------------------------------------|----|------------|--------------|
| Original Contract Amount:               | \$ | 462,000.00 |              |
| Net change by Change Orders:            | \$ | 528,787.00 |              |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 990,787.00 |              |
| Total completed and stored to date:     | \$ | 736,800.89 |              |
| Retainage: 0 % of Completed Work:       | \$ | -          |              |
| Total Earned less Retainage:            | \$ | 736,800.89 |              |
| Less previous applications for payment: | \$ | 715,770.04 |              |
| SUBTOTAL                                |    |            | \$ 21,030.85 |
| OTHER CHARGES (Attach an itemized list) |    |            | \$ -         |
| CURRENT PAYMENT DUE                     |    |            | \$ 21,030.85 |
| Balance to finish, including retainage: | \$ | 253,986.11 |              |

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.

Firm Name

Baker, Rob J

Digitally signed by Baker, Rob J  
DN: cn=Rob Baker@hdrinc.com, c=US, o=Baker, Rob J,  
ou=HDR, ou=HDR 2501 S Loop Drive, Des Moines,  
IA 50319, email=Rob.Baker@hdrinc.com, serial=123456789  
Date: 2025.03.03 17:45:29 -0500

Signature

Date

## City of Ankeny Staff Approval:

Donald Clark

Signature

Date

2/4/25

Submit to:

Don Clark, P.E.

E-mail:

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  |
| 16  | April 12, 2024     | \$ 10,826.52  |
| 17  | May 14, 2024       | \$ 36,420.46  |
| 18  | June 11, 2024      | \$ 34,007.14  |
| 19  | July 3, 2024       | \$ 18,891.19  |
| 20  | August 5, 2024     | \$ 12,700.04  |
| 21  | August 29, 2024    | \$ 13,483.70  |
| 22  | October 3, 2024    | \$ 26,529.84  |
| 23  | November 7, 2024   | \$ 22,745.47  |
| 24  | December 5, 2024   | \$ 25,491.81  |
| 25  | January 6, 2025    | \$ 22,175.45  |
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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: Working Days  
Original Contract Date: \_\_\_\_\_  
Original Contract Time: \_\_\_\_\_  
Added by Change Order: \_\_\_\_\_  
Contract Time to Date: -  
Time Used to Date: \_\_\_\_\_  
Contract Time Remaining: -

TOTAL \$ 715,770.04



# Invoice

HDR Engineering Inc.  
Omaha, NE 68106-2973  
Phone: (402) 399-1000

City of Ankeny  
210 S Ankeny Blvd  
Ankeny, IA 50023

Reference Invoice Number with Payment

HDR Invoice No. 1200693356  
Invoice Date 04-FEB-2025  
Invoice Amount Due \$21,030.85  
Payment Terms 30 NET  
  
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: 29-DEC-2024 To: 27-JAN-2025

| Professional Services Summarization | Hours | Billing Rate | Amount      |
|-------------------------------------|-------|--------------|-------------|
| Project Accountant                  | 1.00  |              | 134.07      |
| Project Engineer                    | 9.00  |              | 1,243.26    |
| Project Manager                     | 8.00  |              | 1,964.48    |
| RPR                                 | 57.50 |              | 8,094.85    |
| Sr Project Engineer                 | 8.50  |              | 2,071.28    |
|                                     | 84.00 |              | \$13,507.94 |
| Total Professional Services         |       |              | \$13,507.94 |

| Expense Summarization | Quantity | Billing Rate | Amount     |
|-----------------------|----------|--------------|------------|
| Subcontractors-Other  |          |              | 7,031.21   |
| Vehicle Mileage       | 596      |              | 491.70     |
| Total Expenses        |          |              | \$7,522.91 |

Amount Due This Invoice (USD) \$21,030.85

|                      |              |
|----------------------|--------------|
| Fee Amount           | \$990,787.00 |
| Fee Invoiced to Date | \$736,800.89 |
| Fee Remaining        | \$253,986.11 |

|                             |          |
|-----------------------------|----------|
| HDR Internal Reference Only |          |
| Client Number               | 18054    |
| Cost Center                 | 10134    |
| Project Number              | 10345779 |



# Monthly Progress Report

Date: Monday, February 03, 2025

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for January 2025

## Activities of the Previous Month

### **Overall Design – 100% Completed**

#### **Construction Administration**

- HDR is up to date on all submittal reviews, awaiting resubmittals from Contractor.
- Submittal of CB&I Pay Application 5 (two unapproved pay applications combined for efficiency).
- Attended progress meeting via video conference and prepared meeting minutes.
- Davis-Bacon weekly payroll reviews

#### **Construction Observation**

- The contractor's tank concrete crew continues to perform concrete construction associated with completing the top of the pedestal wall (ring beam) and casting dome panels on the ground. HDR's RPR continues part-time (half-day) observation and communicates with the contractor's crews on schedule.

#### **Construction Survey (Nilles)**

- No activity this month.

#### **Elevated Tank Inspection and Testing (Dixon)**

- No activity this month.

#### **Construction Materials Testing and Special Inspections (Terracon)**

- Terracon provided construction materials testing for the pedestal ring wall and dome concrete panel pours and will continue until complete.

## 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, or as-required by construction progress

**General comments:** (nothing further for this report)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #6 in the amount of \$6,374.50 to Heartland Underground Solutions (Kline Electric, Inc.) for construction of the SE Corporate Woods Drive & SW Crosswinds Drive Traffic Signal.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #6

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal  
Contractor: Heartland Underground Solutions (Kline Electric, Inc.)  
Address: 5701 NE 17th St. Des Moines, IA 50313  
Finance Budget Code: 889.3889.4456 Finance Project #: 889.4456  
Vendor Project #: Purchase Order #:  
Original Contract Date: March 18, 2024 Vendor Account #: 5733

Date of Council Meeting: February 17, 2025 Payment Application #: 6

Payment Period: From: January 1, 2025 Through: January 31, 2025

### Contract Summary:

|                                         |    |            |          |
|-----------------------------------------|----|------------|----------|
| Original Contract Amount:               | \$ | 237,253.30 |          |
| Net Change by Change Orders:            | \$ | 4,763.13   |          |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 242,016.43 |          |
| Total Completed and Stored to Date:     | \$ | 210,043.63 |          |
| Retainage: 5 % of Completed Work:       | \$ | 10,502.18  |          |
| Total Earned Less Retainage:            | \$ | 199,541.45 |          |
| Less Previous Applications for Payment: | \$ | 193,166.95 |          |
| SUBTOTAL:                               | \$ |            | 6,374.50 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 6,374.50

Balance to Finish, Including Retainage: \$ 42,474.98

Contract Time Remaining (Substantial): - Calendar Day

Contract Time Remaining (Final): - Calendar Day

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: Heartland Underground Solutions (Kline Electric, Inc.)

Firm Name

  
Signature

2/5/2025  
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

2/7/25  
Date

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager  
E-mail: [Lhart@ankenyiowa.gov](mailto:Lhart@ankenyiowa.gov) Phone Number: 515-963-3548

Date Printed: 2/5/2025



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount       |
|-----|--------------------|--------------|
| 1   | September 16, 2024 | \$ 37,614.51 |
| 2   | October 21, 2024   | \$ 68,159.40 |
| 3   | November 18, 2024  | \$ 42,853.14 |
| 4   | December 16, 2024  | \$ 34,733.67 |
| 5   | January 21, 2025   | \$ 9,806.23  |
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## Previous Applications for Payment:

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| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 193,166.95

## Record of Change Orders:

| No. | Date               | Amount      |
|-----|--------------------|-------------|
| 1   | September 16, 2024 | \$ 4,616.00 |
| 2   | October 21, 2024   | \$ 147.13   |
| 3   |                    |             |
| 4   |                    |             |
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| 6   |                    |             |
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CHANGE ORDER TOTAL = \$ 4,763.13

## Contract Time Remaining:

Contract Period: Calendar Day  
Construction Start Date: August 19, 2024

## 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

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO.                         | DESCRIPTION<br>(Include Change Order # if Applicable)    | UNITS | ORIGINAL PROPOSED QUANTITY | QUANTITY CHANGE (BY CHANGE ORDER) | TOTAL QUANTITY | UNIT PRICE    | EXTENDED PRICE | TOTAL QUANTITY THIS PAY PERIOD | TOTAL VALUE THIS PAY PERIOD | TOTAL QUANTITY FROM PREVIOUS PAY PERIODS | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|----------------------------------|----------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|---------------|----------------|--------------------------------|-----------------------------|------------------------------------------|-------------------------|-------------------------------|--------------------|------------------|
| <b>STREETS AND RELATED WORK</b>  |                                                          |       |                            |                                   |                |               |                |                                |                             |                                          |                         |                               |                    |                  |
| 7.01                             | Removal of Sidewalk                                      | SY    | 70.00                      |                                   | 70.00          | \$ 16.25      | \$ 1,137.50    |                                | \$ -                        | 70.00                                    | 70.00                   | \$ 1,137.50                   | 0.00               | 100.00%          |
| 7.02                             | Sidewalk, PCC, 6" Depth                                  | SY    | 69.00                      | 6.00                              | 75.00          | \$ 80.25      | \$ 6,018.75    |                                | \$ -                        | 75.00                                    | 75.00                   | \$ 6,018.75                   | 0.00               | 100.00%          |
| 7.03                             | Decorative Warning                                       | SF    | 42.00                      | 6.00                              | 48.00          | \$ 53.50      | \$ 2,568.00    |                                | \$ -                        | 48.00                                    | 48.00                   | \$ 2,568.00                   | 0.00               | 100.00%          |
| 7.04                             | Full Depth Patches                                       | SY    | 15.00                      | (3.50)                            | 11.50          | \$ 187.25     | \$ 2,153.38    |                                | \$ -                        | 11.50                                    | 11.50                   | \$ 2,153.38                   | 0.00               | 100.00%          |
| 7.05                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 7.06                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 7.07                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 7.08                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 7.09                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 7.10                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| <b>TRAFFIC CONTROL</b>           |                                                          |       |                            |                                   |                |               |                |                                |                             |                                          |                         |                               |                    |                  |
| 8.01                             | Traffic Signal                                           | LS    | 1.00                       |                                   | 1.00           | \$ 142,447.00 | \$ 142,447.00  |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 142,447.00                 | 0.00               | 100.00%          |
| 8.02                             | Painted Pavement Markings, Durable, W/Grooving           | SFA   | 20.00                      |                                   | 20.00          | \$ 502.00     | \$ 10,040.00   |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 20.00              | 0.00%            |
| 8.03                             | Temporary Traffic Control                                | LS    | 1.00                       |                                   | 1.00           | \$ 3,800.00   | \$ 3,800.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 3,800.00                   | 0.00               | 100.00%          |
| 8.04                             | Portable Dynamic Message Board (PDMS)                    | DAY   | 10.00                      |                                   | 10.00          | \$ 160.00     | \$ 1,600.00    |                                | \$ -                        | 10.00                                    | 10.00                   | \$ 1,600.00                   | 0.00               | 100.00%          |
| 8.05                             | 2" HDPE Conduit, Pushed or Trenched                      | LF    | 3,385.00                   |                                   | 3,385.00       | \$ 9.00       | \$ 30,465.00   |                                | \$ -                        | 3,065.00                                 | 3,065.00                | \$ 27,585.00                  | 320.00             | 90.59%           |
| 8.06                             | 24 Single-Mode Fiber Optic Cable, Install                | LF    | 150.00                     |                                   | 150.00         | \$ 4.85       | \$ 727.50      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 150.00             | 0.00%            |
| 8.07                             | 96 Single-Mode Fiber Optic Cable, Install                | EA    | 4,530.00                   |                                   | 4,530.00       | \$ 1.60       | \$ 7,248.00    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 4,530.00           | 0.00%            |
| 8.08                             | Fiber Optic Termination                                  | EA    | 24.00                      |                                   | 24.00          | \$ 56.10      | \$ 1,346.40    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 24.00              | 0.00%            |
| 8.09                             | Fiber Optic LC Termination Panel                         | EA    | 2.00                       |                                   | 2.00           | \$ 225.00     | \$ 450.00      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 2.00               | 0.00%            |
| 8.10                             | Coating SPH-OP w/Din Rail Mounting Kit SPH-01P           | EA    | 1.00                       |                                   | 1.00           | \$ 585.00     | \$ 585.00      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 1.00               | 0.00%            |
| 8.11                             | Fiber Optic Splice Enclosure                             | EA    | 2.00                       |                                   | 2.00           | \$ 1,195.00   | \$ 2,390.00    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 2.00               | 0.00%            |
| 8.12                             | Fiber Optic Splice                                       | EA    | 102.00                     |                                   | 102.00         | \$ 34.45      | \$ 3,513.90    |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 102.00             | 0.00%            |
| 8.13                             | Fiber Optic Test Station, Install                        | EA    | 2.00                       |                                   | 2.00           | \$ 205.00     | \$ 410.00      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 2.00               | 0.00%            |
| 8.14                             | Handhole, HDPE, Type V (2442HD5)                         | EA    | 3.00                       |                                   | 3.00           | \$ 1,945.00   | \$ 5,835.00    |                                | \$ -                        | 3.00                                     | 3.00                    | \$ 5,835.00                   | 0.00               | 100.00%          |
| 8.15                             | Handhole, HDPE, Type V (3642HD5)                         | EA    | 3.00                       |                                   | 3.00           | \$ 3,355.00   | \$ 10,065.00   | 2.00                           | \$ 6,710.00                 | 1.00                                     | 3.00                    | \$ 10,065.00                  | 0.00               | 100.00%          |
| 15.01                            | Railroad Protective Liability Insurance                  | EA    | 2.00                       |                                   | 2.00           | \$ 1,500.00   | \$ 3,000.00    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 1,500.00                   | 1.00               | 50.00%           |
| <b>SITE WORK AND LANDSCAPING</b> |                                                          |       |                            |                                   |                |               |                |                                |                             |                                          |                         |                               |                    |                  |
| 9.01                             | Conventional Seeding, Seeding, Fertilizing, and Mulching | SF    | 4,000.00                   |                                   | 4,000.00       | \$ 0.40       | \$ 1,600.00    |                                | \$ -                        | 4,000.00                                 | 4,000.00                | \$ 1,600.00                   | 0.00               | 100.00%          |
| 9.02                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 9.03                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 9.04                             |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 9.05                             | end here                                                 |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| <b>CHANGE ORDER ITEMS</b>        |                                                          |       |                            |                                   |                |               |                |                                |                             |                                          |                         |                               |                    |                  |
| 12.01                            | Foundation Detour (#1)                                   | LS    | 0.00                       | 1.00                              | 1.00           | \$ 1,175.50   | \$ 1,175.50    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 1,175.50                   | 0.00               | 100.00%          |
| 12.02                            | Augered Traffic Signal Pole Foundation (#1)              | EA    | 0.00                       | 1.00                              | 1.00           | \$ (3,500.00) | \$ (3,500.00)  |                                | \$ -                        | 1.00                                     | 1.00                    | \$ (3,500.00)                 | 0.00               | 100.00%          |
| 12.03                            | Hydro Excavation Traffic Signal Pole Foundation (#1)     | EA    | 0.00                       | 1.00                              | 1.00           | \$ 6,058.50   | \$ 6,058.50    |                                | \$ -                        | 1.00                                     | 1.00                    | \$ 6,058.50                   | 0.00               | 100.00%          |
| 12.04                            | Conduit Bored Deeper than 15 feet (#1)                   | LS    | 0.00                       | 1.00                              | 1.00           | \$ 882.00     | \$ 882.00      |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 1.00               | 0.00%            |
| 12.05                            |                                                          |       |                            |                                   | 0.00           |               | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 242,016.43 PAY PERIOD = \$ 6,710.00

COMPLETED = \$ 210,043.63

86.79%





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #5 in the amount of \$3,832.50 to JEO Consulting Group, Inc., for engineering services on the SW Magazine Road & SW Cherry Street Concept Study.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #5

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Magazine Road and SW Cherry Street Concept Study  
Contractor: JEO Consulting Group, Inc.  
Address: 1937 N. Chestnut Street, Wahoo, NE 68066  
Finance Budget Code: 260.3265.4210 Finance Project #: NA  
Vendor Project #: 241372 Purchase Order #: NA  
Original Contract Date: July 15, 2024 Vendor Account #: 7827

Date of Council Meeting: February 17<sup>th</sup> 2025 Payment Application #: 5

Payment Period: From: December 14, 2024 Through: December 31, 2024

## Contract Summary:

|                                          |    |           |          |
|------------------------------------------|----|-----------|----------|
| Original Contract Amount:                | \$ | 49,580.00 |          |
| Net Change by Change Orders:             | \$ | -         |          |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 49,580.00 |          |
| Total Completed and Stored to Date:      | \$ | 44,850.75 |          |
| Retainage: <u>0</u> % of Completed Work: | \$ | -         |          |
| Total Earned Less Retainage:             | \$ | 44,850.75 |          |
| Less Previous Applications for Payment:  | \$ | 41,018.25 |          |
| SUBTOTAL:                                | \$ |           | 3,832.50 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 3,832.50

Balance to Finish, Including Retainage: \$ 4,729.25

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----  
Firm Name

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

Engineer / Consultant Approval: JEO Consulting Group, Inc.  
Firm Name

Signature [Signature] Date January 21, 2025

City of Ankeny Staff Approval:  
Signature [Signature] Date 02/06/25

Submit to: Leslie Hart, Traffic Engineering Manager  
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 2/4/2025



Engineering | Architecture | Surveying | Planning

Invoice

January 31, 2025

Project No: R241372.00

Invoice No: 158385

Invoice Amount: 3,832.50

Leslie Hart  
City of Ankeny  
220 W 1st Street  
Ankeny, IA 50023

Project Manager Zachary Abrams

Project R241372.00 Ankeny Magazine Road and SW Cherry Street Intersection Study

**Professional Services through December 31, 2024**

See attached progress report and pay application.

|                                                    | Contract<br>Amount | Percent<br>Complete | Billed-to-Date     | Previous<br>Billing | Current<br>Billing |
|----------------------------------------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| <b>Hourly to a Maximum Phase(s)</b>                |                    |                     |                    |                     |                    |
| Project Management                                 | \$6,240.00         |                     | \$5,728.75         | \$4,825.00          | \$903.75           |
| Data Collection and Field Visit                    | \$2,400.00         |                     | \$2,387.50         | \$2,387.50          | 0.00               |
| Traffic Forecasts                                  | \$2,340.00         |                     | \$2,332.50         | \$2,332.50          | 0.00               |
| Safety Analysis                                    | \$3,120.00         |                     | \$3,120.00         | \$3,120.00          | 0.00               |
| Existing Operations and Queue Capacity<br>Analysis | \$4,120.00         |                     | \$4,116.25         | \$4,116.25          | 0.00               |
| Conceptual Development of Alternatives             | \$6,920.00         |                     | \$6,920.00         | \$6,920.00          | 0.00               |
| Alternatives Analysis                              | \$5,940.00         |                     | \$5,835.00         | \$5,835.00          | 0.00               |
| Life Cycle Analysis                                | \$4,840.00         |                     | \$4,794.00         | \$4,794.00          | 0.00               |
| Decision Matrix                                    | \$3,120.00         |                     | \$3,120.00         | \$3,120.00          | 0.00               |
| Traffic Study Report                               | \$10,540.00        |                     | \$6,496.75         | \$3,568.00          | \$2,928.75         |
| <b>Total</b>                                       | <b>\$49,580.00</b> |                     | <b>\$44,850.75</b> | <b>\$41,018.25</b>  | <b>\$3,832.50</b>  |
| <b>Total Amount Due Upon Receipt :</b>             |                    |                     |                    |                     | <b>\$3,832.50</b>  |

Email Invoice To: [lhart@ankenyiowa.gov](mailto:lhart@ankenyiowa.gov)



## Monthly Progress Report

DATE PREPARED | 1/21/2025

PROJECT NAME | SW Magazine Road & SW Cherry Street Intersection and Concept Study

JEO PROJECT NO. | R241372

CITY PROJECT MANAGER | Leslie Hart

CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023

PROFESSIONAL SERVICES DATE | 12/31/2024

AGREEMENT NTP | 7/15/2024

AGREEMENT END DATE | 12/31/2024

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

### 1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project management activities to coordinate progress
- Made updates to conceptual design alternatives based on City feedback
- Continued life cycle analysis work
- Continued decision matrix development
- Began draft report

### 2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Submit draft report to the City
- Draft report review with City
- Submit final plan

### 3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- 

### 4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

-



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #16 in the amount of \$2,231.50 to JEO Consulting Group, Inc. for engineering services on the Transportation Master Plan.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #16



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan  
Contractor: JEO Consulting Group, Inc.  
Address: 1937 N. Chestnut Street, Wahoo, NE 68066  
Finance Budget Code: 260.3265.4210 Finance Project #: NA  
Vendor Project #: 222064 Purchase Order #: NA  
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: Feb 17 24  
March 3, 2025 Payment Application #: 16  
Payment Period: From: December 14, 2024 Through: January 31, 2025

## Contract Summary:

|                                          |    |            |          |
|------------------------------------------|----|------------|----------|
| Original Contract Amount:                | \$ | 269,400.00 |          |
| Net Change by Change Orders:             | \$ | -          |          |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 269,400.00 |          |
| Total Completed and Stored to Date:      | \$ | 269,400.00 |          |
| Retainage: <u>0</u> % of Completed Work: | \$ | -          |          |
| Total Earned Less Retainage:             | \$ | 269,400.00 |          |
| Less Previous Applications for Payment:  | \$ | 267,168.50 |          |
| SUBTOTAL:                                | \$ |            | 2,231.50 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 2,231.50

Balance to Finish, Including Retainage: \$ -

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----  
Firm Name

Signature

Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.  
Firm Name

Signature

Date

City of Ankeny Staff Approval: Leslie Hart  
Signature 02/07/25  
Date

Submit to: Leslie Hart, Traffic Engineering Manager  
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date              | Amount       |
|-----|-------------------|--------------|
| 1   | May 1, 2023       | \$ 6,332.50  |
| 2   | June 5, 2023      | \$ 30,194.39 |
| 3   | July 3, 2023      | \$ 38,156.25 |
| 4   | August 7, 2023    | \$ 14,535.90 |
| 5   | September 5, 2023 | \$ 20,996.25 |
| 6   | October 16, 2023  | \$ 29,206.25 |
| 7   | November 20, 2023 | \$ 4,823.75  |
| 8   | December 4, 2023  | \$ 10,635.50 |
| 9   | January 2, 2024   | \$ 20,932.50 |
| 10  | February 5, 2024  | \$ 16,697.50 |
| 11  | March 18, 2024    | \$ 14,068.75 |
| 12  | April 12, 2024    | \$ 13,494.10 |
| 13  | May 20, 2024      | \$ 11,901.00 |
| 14  | June 17, 2024     | \$ 31,183.86 |
| 15  | January 6, 2025   | \$ 4,010.00  |
| 16  |                   |              |
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## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
| 37  |      |        |
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| 69  |      |        |
| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 267,168.50

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
| 2   |      |        |
| 3   |      |        |
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| 10  |      |        |
| 11  |      |        |
| 12  |      |        |
| 13  |      |        |
| 14  |      |        |
| 15  |      |        |

CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: ----  
Construction Start Date: ----

## Substantial Completion:

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

## Full Completion:

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



Engineering | Architecture | Surveying | Planning

Invoice

January 31, 2025

Project No: R222064.00

Invoice No: 158408

Invoice Amount: 2,231.50

Leslie Hart  
City of Ankeny  
220 W 1st Street  
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

**Professional Services through January 31, 2025**

- Include Pay Application sheet with invoice

|                                              | Contract<br>Amount  | Percent<br>Complete | Billed-to-Date      | Previous<br>Billing | Current<br>Billing |
|----------------------------------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| <b>Lump Sum Phase(s)</b>                     |                     |                     |                     |                     |                    |
| Project Management                           | \$34,530.00         | 100%                | \$34,530.00         | \$32,803.50         | \$1,726.50         |
| Current and Future Transportation Conditions | \$54,150.00         | 100%                | \$54,150.00         | \$54,150.00         | 0.00               |
| Public Engagement and Stakeholder Input      | \$56,200.00         | 100%                | \$56,200.00         | \$56,200.00         | 0.00               |
| Goals, Objectives, and Action Steps          | \$29,750.00         | 100%                | \$29,750.00         | \$29,750.00         | 0.00               |
| Alternatives Analysis & Prioritization       | \$49,620.00         | 100%                | \$49,620.00         | \$49,620.00         | 0.00               |
| Transportation Master Plan                   | \$40,100.00         | 100%                | \$40,100.00         | \$40,100.00         | 0.00               |
| Direct Costs                                 | \$5,050.00          | 100%                | \$5,050.00          | \$4,545.00          | \$505.00           |
| <b>Total</b>                                 | <b>\$269,400.00</b> |                     | <b>\$269,400.00</b> | <b>\$267,168.50</b> | <b>\$2,231.50</b>  |
| <b>Total Amount Due Upon Receipt :</b>       |                     |                     |                     |                     | <b>\$2,231.50</b>  |

Email invoice to: [lhart@ankenyiowa.gov](mailto:lhart@ankenyiowa.gov)





## Monthly Progress Report

DATE PREPARED | 2/4/25  
PROJECT NAME | Ankeny Transportation Master Plan  
JEO PROJECT NO. | R222064  
CITY PROJECT MANAGER | Leslie Hart  
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023  
PROFESSIONAL SERVICES DATE | 2/20/23  
AGREEMENT NTP | 2/20/23  
AGREEMENT END DATE | 1/31/25

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Addressing final review comments on Transportation Master Plan (TMP)
- City Council final presentation
- Posting of final electronic files (hard copies to be delivered to City)

2. INFORMATION/DECISIONS NEEDED FROM THE CITY

- None.

3. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve Payment #22 in the amount of \$4,417.30 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL  
Upgrade Essential Infrastructure

ACTION REQUESTED  
Motion  
LEGAL

EXECUTIVE SUMMARY

This item represents a progress payment request by the design team for construction administration work associated with the project.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This item is specifically included in the City Council approved FY2025 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #22



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Fire Station No. 4  
**Contractor:** Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.  
**Address:** 1466 28th Street, Suite 200, West Des Moines, IA 50266  
**Finance Budget Code:** 901.1901.4210 **Finance Project Code:** 901  
**Vendor Project or Invoice #:** 23019/0040217 **PO #**  
**Original Contract Date:** March 6, 2023 **Vendor #** 1859

**Date of Council Meeting** 02/17/2025 **PAYMENT REQUEST #** 22  
**PAYMENT PERIOD:** From: 01/06/25 through: 02/02/25

## Contract Summary

|                                         |    |            |          |
|-----------------------------------------|----|------------|----------|
| Original Contract Amount:               | \$ | 348,400.00 |          |
| Net change by Change Orders:            | \$ | 12,500.00  |          |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 360,900.00 |          |
| Total completed and stored to date:     | \$ | 352,190.00 |          |
| Retainage: 0 % of Completed Work:       | \$ | -          |          |
| Total Earned less Retainage:            | \$ | 352,190.00 |          |
| Less previous applications for payment: | \$ | 347,835.00 |          |
| SUBTOTAL                                | \$ |            | 4,355.00 |

OTHER CHARGES (Please attach an itemized list) \$ 62.30

**CURRENT PAYMENT DUE** \$ 4,417.30

Balance to finish, including retainage: \$ 8,710.00

Contract Time Remaining (If applicable) -

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

**Construction Contractor Approval:** Firm Name

Signature Date

**Engineer/Consultant Approval:** SVPA Architects Firm Name

Signature Robert F. Clark Date 2/6/2025

**City of Ankeny Staff Approval** Signature Mike Schrock Date 02/10/2025

**Submit to:** Mike Schrock, Assistant City Manager

**Email:** mschrock@ankenyiowa.gov **Phone:** 515-965-6420 **Fax:**

| DATE  | DRIVER       | PROJ. #     | BEGIN READING | END READING | TOTAL MILES |
|-------|--------------|-------------|---------------|-------------|-------------|
| 01/07 | Damion       | 23022       | 64,954        | 65,179      | 225         |
| 1/8   | TVM          | 22063/23008 | 65,179        | 65,369      | 130         |
| 1/9   | Danielle     | 24042       | 65,309        | 65,351      | 42          |
| 1/10  | VTUS owl     | 24014       | 65,351        | 65,383      | 32          |
| 1/13  | Damion       | 24014       | 65,383        | 65,399      | 16          |
| 1/14  | Casey & Drew | 23022       | 65,399        | 65,424      | 25          |
| 1/15  | Casey        | 23019       | 65,424        | 65,666      | 42          |
| 1/16  | VTUS         | 23019       | 65,666        | 65,751      | 85          |
| 1/17  | Damion       | 23019       | 65,751        | 65,904      | 153         |
| 1/22  | Leslie       | 220103      | 65,904        | 66,335      | 131         |
| 1/23  | CCW          | 22027       | 66,335        | 66,384      | 349         |
| 1/24  | THAD         | 611         | 66,384        | 66,381      | 5           |
| 1/28  | CCW          | 23052       | 66,384        | 66,770      | 281         |
| 1/29  | CCW          | 23019       | 66,770        | 66,777      | 41          |
| 1/29  | Joe          | 23019       | 66,777        | 66,782      | 105         |
| 1/30  | Scam         | 23019       | 66,782        | 66,797      | 15          |
| ***   |              |             |               |             |             |

89 miles @ .76 = \$ 62.30



www.svpa-architects.com  
Phone 515.327.5990

1466 28th Street, Suite 200  
West Des Moines, Iowa 50266

Mike Schrock  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023-0944

February 6, 2025  
Project No: 23019.00  
Invoice No: 0040217

Project 23019.00 Ankeny Fire Station #4  
Beyond Fee: Snyder & Associates Survey Services \$4,600.

**Professional Services from January 6, 2025 to February 2, 2025**

Phase 03 Schematic Design  
Fee

| Billing Phase               | Fee        | Percent Complete        | Earned            |
|-----------------------------|------------|-------------------------|-------------------|
| Schematic Design            | 52,260.00  | 100.00                  | 52,260.00         |
| Design Development          | 69,680.00  | 100.00                  | 69,680.00         |
| Construction Documents      | 132,392.00 | 100.00                  | 132,392.00        |
| Bidding/Negotiation         | 6,968.00   | 100.00                  | 6,968.00          |
| Construction Administration | 87,100.00  | 90.00                   | 78,390.00         |
| Amendment #1                | 12,500.00  | 100.00                  | 12,500.00         |
| Total Fee                   | 360,900.00 |                         | 352,190.00        |
|                             |            | Previous Fee Billing    | 347,835.00        |
|                             |            | Current Fee Billing     | 4,355.00          |
|                             |            | <b>Total Fee</b>        | <b>4,355.00</b>   |
|                             |            | <b>Total this Phase</b> | <b>\$4,355.00</b> |

Phase 07 Construction Administration

**Unit Billing**

|                           |                   |
|---------------------------|-------------------|
| Mileage                   | 62.30             |
| <b>Total this Phase</b>   | <b>\$62.30</b>    |
| <b>Total this Invoice</b> | <b>\$4,417.30</b> |

**Billings to Date**

|     | Current  | Prior      | Total      |
|-----|----------|------------|------------|
| Fee | 4,355.00 | 347,835.00 | 352,190.00 |

|               |                 |                        |                   |         |
|---------------|-----------------|------------------------|-------------------|---------|
| Project       | 23019.00        | Ankeny Fire Station #4 | Invoice           | 0040217 |
| Consultant    | 0.00            | 4,600.00               | 4,600.00          |         |
| Expense       | 0.00            | 16,362.55              | 16,362.55         |         |
| Unit          | 62.30           | 497.75                 | 560.05            |         |
| <b>Totals</b> | <b>4,417.30</b> | <b>369,295.30</b>      | <b>373,712.60</b> |         |

Authorized By: Robert F. Ormsby

Robert Ormsby





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the February 17, 2025 Accounts Payable.

ORIGINATING DEPARTMENT

City Clerk

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. AP Recap
2. AP Check Report



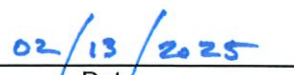
**CITY OF ANKENY  
ACCOUNTS PAYABLE RECAP  
FEBRUARY 17, 2025**

| <b>Fund</b> |                                            | <b>PAYMENTS</b>        |
|-------------|--------------------------------------------|------------------------|
| 100         | General Fund                               | \$ 217,109.29          |
| 220         | Fire Gift Fund                             | -                      |
| 233         | Hotel Motel Tax Fund                       | -                      |
| 240         | Parks Improvements                         | -                      |
| 250         | Police Gift Fund                           | -                      |
| 260         | Road Use Tax Fund                          | 34,555.94              |
| 270         | Seizure Fund                               | 1,552.00               |
| 280         | Tax Increment Financing Fund               | -                      |
| 284         | Economic Development Fund                  | -                      |
| 290         | Police/Fire Pension Fund                   | -                      |
| 300         | Debt Service Fund                          | -                      |
| 430         | Library Foundation Fund                    | 190.00                 |
| 440         | Park Dedication Trust Fund                 | -                      |
| 445         | Sports Complex Foundation Fund             | -                      |
| 446         | Ankeny Garden Club                         | -                      |
| 448         | Miracle Park Fund                          | -                      |
| 449         | Dog Park Trust Fund                        | -                      |
| 484         | Civic Trust Fund                           | -                      |
| 491         | Ankeny Foundation Fund                     | -                      |
| 500         | Solid Waste Fund                           | 110,341.36             |
| 510         | Water Fund                                 | 208,112.45             |
| 520         | Water Improvement Fund                     | 689,690.84             |
| 530         | Water Sinking Fund                         | -                      |
| 550         | Sewer Fund                                 | -                      |
| 560         | Sewer Improvement Fund                     | -                      |
| 570         | Sewer Sinking Fund                         | -                      |
| 580         | Stormwater Fund                            | 7,768.92               |
| 590         | Golf Course Fund                           | 65,490.27              |
| 600-699     | Enterprise Project Funds                   | 1,029,538.01           |
| 710         | Revolving Fund                             | 43,795.58              |
| 720         | Risk Management Fund                       | 43,677.13              |
| 730         | Health Insurance Fund                      | 90.00                  |
| 770         | Sustainability Revolving Loan              | -                      |
| 780         | Economic Development Revolving             | -                      |
| 790         | Equipment Reserve Fund                     | 1,527,716.00           |
| 800-880,890 | Special Assessments Funds                  | -                      |
| 900         | BAN/Bond Activity Fund                     | 2,000.00               |
| 882-998     | Capital Projects Funds                     | 418,641.50             |
|             | <b>Sub Total</b>                           | <b>\$ 4,400,269.29</b> |
|             | <b>Payroll Totals</b>                      | <b>1,472,487.65</b>    |
|             | <b>Service Transfers/ACH Drafts</b>        | <b>(219,504.63)</b>    |
|             | <b>Agenda Payments Approved Separately</b> | <b>(1,209,100.02)</b>  |
|             | <b>Grand Total</b>                         | <b>\$ 4,444,152.29</b> |

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

  
City Manager

  
Date

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D.                                         | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-----------------------------------------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 008578                                              | ACCESS TECHNOLOGIES INC        |        |               |                   |          |             |                 |                 |
| I-INV1719772                                        | 1/01/25-1/31/25 STATEMENT      | R      | 2/17/2025     | 1,924.60          |          | 250762      |                 | 1,924.60        |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,924.60        |
| 004750                                              | AGRI DRAIN CORPORATION         |        |               |                   |          |             |                 |                 |
| I-0670291-IN                                        | LIDS - STORMWATER              | R      | 2/17/2025     | 218.07            |          | 250763      |                 | 218.07          |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 218.07          |
| 000026                                              | AHLERS & COONEY PC             |        |               |                   |          |             |                 |                 |
| I-882808                                            | SVCS 1/15/25 GENERAL FILE      | E      | 2/19/2025     | 365.00            |          | 011169      |                 |                 |
| I-882810                                            | SVCS 1/15/25 LIGHT RETROFIT-PD | E      | 2/19/2025     | 1,568.00          |          | 011169      |                 | 1,933.00        |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,933.00        |
| 011840                                              | ALL AMERICAN FIRE EQUIPMENT IN |        |               |                   |          |             |                 |                 |
| I-135470B                                           | THERMAL IMAGING CAMERAS        | R      | 2/17/2025     | 10,216.12         |          | 250764      |                 | 10,216.12       |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 10,216.12       |
| 009981                                              | ALL CITY MANAGEMENT SERVICES,  |        |               |                   |          |             |                 |                 |
| I-98238                                             | 1/29/24-1/11/25 CROSSING GUARD | E      | 2/19/2025     | 4,185.92          |          | 011213      |                 | 4,185.92        |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,185.92        |
| 011844                                              | ALPHA LANDSCAPES, LLC          |        |               |                   |          |             |                 |                 |
| I-PAY 2-24 SRFCE RST PAY 2-2024 PERMNT SURFCE RSTRE |                                | E      | 2/19/2025     | 11,583.45         |          | 011220      |                 | 11,583.45       |
|                                                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 11,583.45       |
| 009262                                              | AMAZON CAPITAL SERVICES INC    |        |               |                   |          |             |                 |                 |
| C-179R-CVFQ-KX3X                                    | CR: WORK BOOTS - MU            | E      | 2/19/2025     | 175.00CR          |          | 011210      |                 |                 |
| C-1QVY-3FMQ-1VRX                                    | CR: SPLATOON P&R               | E      | 2/19/2025     | 51.00CR           |          | 011210      |                 |                 |
| I-11DX-QQL3-1LD3                                    | MOWER BLADES - PRSC            | E      | 2/19/2025     | 38.59             |          | 011210      |                 |                 |
| I-13CQ-H447-6L4L                                    | SHOP SUPPLIES - PKS            | E      | 2/19/2025     | 80.85             |          | 011210      |                 |                 |
| I-14JV-G97C-JRNP                                    | MULTIMEDIA -KL                 | E      | 2/19/2025     | 23.97             |          | 011210      |                 |                 |
| I-14N6-GN1W-3P94                                    | CHAIR LEG PROTECTORS-ACC       | E      | 2/19/2025     | 149.90            |          | 011210      |                 |                 |
| I-14WM-9MHX-16PD                                    | MISC BOOKS -KL                 | E      | 2/19/2025     | 167.87            |          | 011210      |                 |                 |
| I-163N-H7XK-1XG6                                    | BOOK CLUB BOOKS - KL           | E      | 2/19/2025     | 190.00            |          | 011210      |                 |                 |
| I-16LF-NF4H-FRW1                                    | WORK BOOTS - MU                | E      | 2/19/2025     | 166.25            |          | 011210      |                 |                 |
| I-16Q9-Q4KR-RX4C                                    | BATTERY BACKUPS - IT           | E      | 2/19/2025     | 742.32            |          | 011210      |                 |                 |
| I-16TC-74PL-D4H7                                    | MEDICINE CABINET/FILTERS-PD    | E      | 2/19/2025     | 41.73             |          | 011210      |                 |                 |
| I-17NG-HWQY-L7JV                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 106.85            |          | 011210      |                 |                 |
| I-17QP-GCHK-9JKG                                    | HAND SANITIZER - KL            | E      | 2/19/2025     | 50.98             |          | 011210      |                 |                 |
| I-19FQ-9RP1-Y1LT                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 29.24             |          | 011210      |                 |                 |
| I-19MP-WFXN-6DYJ                                    | BOOKS - KL                     | E      | 2/19/2025     | 23.99             |          | 011210      |                 |                 |
| I-1C3M-X6RQ-PRGY                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 146.29            |          | 011210      |                 |                 |
| I-1D34-GJQX-43F4                                    | CUPS/LEARNING TOYS-KL          | E      | 2/19/2025     | 47.76             |          | 011210      |                 |                 |
| I-1F7J-FQRH-NNC6                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 160.78            |          | 011210      |                 |                 |
| I-1FC7-CPHH-Y199                                    | STAPLER - FINANCE              | E      | 2/19/2025     | 49.49             |          | 011210      |                 |                 |
| I-1G7C-79X3-4MRD                                    | MISC BOOKS - KL                | E      | 2/19/2025     | 342.60            |          | 011210      |                 |                 |
| I-1GGV-MDYY-CL97                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 14.96             |          | 011210      |                 |                 |
| I-1GN9-13M6-3R1X                                    | CARDS - COMMUNICATIONS         | E      | 2/19/2025     | 13.91             |          | 011210      |                 |                 |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D.           | NAME                           | STATUS | CHECK     | INVOICE  | DISCOUNT | CHECK    | CHECK  | CHECK    |
|-----------------------|--------------------------------|--------|-----------|----------|----------|----------|--------|----------|
|                       |                                |        | DATE      | AMOUNT   |          | NO       | STATUS | AMOUNT   |
| I-1HVV-Y7NL-N67D      | GASKET MAKER-PRSC              | E      | 2/19/2025 | 6.48     |          | 011210   |        |          |
| I-1KFC-VVXQ-QPM6      | MULTIMEDIA - KL                | E      | 2/19/2025 | 216.84   |          | 011210   |        |          |
| I-1KV7-7MYP-NT7P      | BOOKS - KL                     | E      | 2/19/2025 | 274.93   |          | 011210   |        |          |
| I-1KXK-KY4N-1MQD      | WHITE BOARD/CLIPBOARD-DEV ENG  | E      | 2/19/2025 | 47.82    |          | 011210   |        |          |
| I-1RXV-4PKT-3MRP      | SSD/FLASH DR/WHITE BOARDS - IT | E      | 2/19/2025 | 211.73   |          | 011210   |        |          |
| I-1VL7-VMLP-CCVF      | CO2 CHARGER - PD               | E      | 2/19/2025 | 26.00    |          | 011210   |        |          |
| I-1VV3-C4Q4-CYT9      | SHOCKS/TAPE - FD               | E      | 2/19/2025 | 59.44    |          | 011210   |        |          |
| I-1VYL-19QW-4GYN      | STORAGE BAGS - KL              | E      | 2/19/2025 | 54.26    |          | 011210   |        |          |
| I-1W4W-613C-7VJH      | RESTAURANT SUPPLIES-OC         | E      | 2/19/2025 | 268.86   |          | 011210   |        |          |
| I-1WD7-LT6R-FNHF      | CABLE LOCKS - KL               | E      | 2/19/2025 | 30.81    |          | 011210   |        |          |
| I-1WRY-7WT4-RPYL      | MULTIMEDIA - KL                | E      | 2/19/2025 | 50.67    |          | 011210   |        |          |
| I-1XC6-9XCK-4QYD      | HEX KEY - PARKS                | E      | 2/19/2025 | 9.99     |          | 011210   |        |          |
| I-1XQF-4PMC-37CC      | LABELS - IT                    | E      | 2/19/2025 | 110.80   |          | 011210   |        | 3,730.96 |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 3,730.96 |
| 012254                | AM ACQUISITIONS INC            |        |           |          |          |          |        |          |
| I-0038871             | NAMEPLATES - CITY COUNCIL      | E      | 2/19/2025 | 41.50    |          | 011230   |        | 41.50    |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 41.50    |
| 000038                | AMERICAN RED CROSS             |        |           |          |          |          |        |          |
| I-22755089            | ADULT/PEDS FIRST AID - ACC     | R      | 2/17/2025 | 160.00   |          | 250765   |        | 160.00   |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 160.00   |
| 012278                | KEVIN ANDREWS                  |        |           |          |          |          |        |          |
| I-06/24/24-01/30/25   | 6/24/24-1/30/25 CERT/PRINTS    | E      | 2/19/2025 | 239.35   |          | 011241   |        | 239.35   |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 239.35   |
| 002676                | ANIMAL RESCUE LEAGUE           |        |           |          |          |          |        |          |
| I-INV0214             | DECEMBER 2024 ANIMAL SERVICES  | E      | 2/19/2025 | 1,125.00 |          | 011190   |        | 1,125.00 |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 1,125.00 |
| 000989                | ANKENY AREA CHAMBER OF COMMERC |        |           |          |          |          |        |          |
| I-65448               | ANNUAL DINNER - POTTS          | R      | 2/17/2025 | 125.00   |          | 250766   |        | 125.00   |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 125.00   |
| 000043                | ANKENY COMMUNITY SCHOOLS       |        |           |          |          |          |        |          |
| I-FY25 #8 FEB GYM     | FEBRUARY GYM USE FEE           | R      | 2/17/2025 | 5,700.00 |          | 250767   |        | 5,700.00 |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 5,700.00 |
| 011996                | ANKENY HARDWARE STORE LLC      |        |           |          |          |          |        |          |
| I-1161294             | FLAP DISC - PKS                | E      | 2/19/2025 | 19.98    |          | 011222   |        |          |
| I-1161341             | METAL CUTOFF - PKS             | E      | 2/19/2025 | 35.34    |          | 011222   |        |          |
| I-1161355             | STRAP/SEALANT-PRSC             | E      | 2/19/2025 | 18.27    |          | 011222   |        |          |
| I-1161444             | PAINT - OCM                    | E      | 2/19/2025 | 7.99     |          | 011222   |        |          |
| I-1161911             | HILLMAN/STRAP - PRSC           | E      | 2/19/2025 | 11.98    |          | 011222   |        |          |
| I-1161952             | ACETONE - PRSC                 | E      | 2/19/2025 | 6.99     |          | 011222   |        |          |
| I-1162041             | SHOP SUPPLIES - OC MAINT       | E      | 2/19/2025 | 9.29     |          | 011222   |        |          |
| I-1162379             | UNIT #827 HILLMAN              | E      | 2/19/2025 | 11.99    |          | 011222   |        | 121.83   |
| *** VENDOR TOTALS *** |                                |        |           |          |          | 1 CHECKS |        | 121.83   |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D.      | NAME                       | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|------------------|----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 004201           | TSJM TOWING SERVICE LLC    |        |               |                   |          |             |                 |                 |
| I-25-65370       | TOW/HOOK FEE - PD          | R      | 2/17/2025     | 104.00            |          | 250768      |                 | 104.00          |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 104.00          |
| 000057           | ARNOLD MOTOR SUPPLY        |        |               |                   |          |             |                 |                 |
| C-15CR016888     | CR: UNIT #205 PARTS        | R      | 2/17/2025     | 131.49CR          |          | 250769      |                 |                 |
| I-15NV200136     | UNIT #205 PARTS            | R      | 2/17/2025     | 131.49            |          | 250769      |                 |                 |
| I-15NV200147     | OLD #400 PARTS             | R      | 2/17/2025     | 5.39              |          | 250769      |                 |                 |
| I-15NV200161     | IGNITION COIL - OLD #400   | R      | 2/17/2025     | 27.66             |          | 250769      |                 |                 |
| I-15NV200612     | UNIT #202 AIR FILTER       | R      | 2/17/2025     | 17.79             |          | 250769      |                 |                 |
| I-15NV200627     | HOSE CONNECTOR - CG        | R      | 2/17/2025     | 32.99             |          | 250769      |                 |                 |
| I-15NV200759     | OIL FILTER - CG            | R      | 2/17/2025     | 31.60             |          | 250769      |                 |                 |
| I-15NV200818     | VULCANIZING - OC           | R      | 2/17/2025     | 8.26              |          | 250769      |                 |                 |
| I-15NV200902     | SHOP SUPPLIES - CG         | R      | 2/17/2025     | 24.47             |          | 250769      |                 |                 |
| I-15NV200942     | UNIT #117 PARTS            | R      | 2/17/2025     | 11.81             |          | 250769      |                 |                 |
| I-15NV201032     | FUEL TRAILER PARTS - PARKS | R      | 2/17/2025     | 187.62            |          | 250769      |                 |                 |
| I-15NV201117     | TOOLS - CG                 | R      | 2/17/2025     | 60.99             |          | 250769      |                 |                 |
| I-15NV201179     | UNIT #114 PARTS            | R      | 2/17/2025     | 8.47              |          | 250769      |                 |                 |
| I-15NV201220     | SHOP SUPPLIES - CG         | R      | 2/17/2025     | 3.99              |          | 250769      |                 | 421.04          |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 421.04          |
| 012092           | ASCENDANCE TRUCKS LLC      |        |               |                   |          |             |                 |                 |
| I-XA301021090:01 | UNIT #120 PARTS            | R      | 2/17/2025     | 366.12            |          | 250770      |                 |                 |
| I-XA301021563:01 | UNIT #246 PARTS            | R      | 2/17/2025     | 97.42             |          | 250770      |                 |                 |
| I-XA301022477:01 | UNIT #120 parts            | R      | 2/17/2025     | 291.95            |          | 250770      |                 | 755.49          |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 755.49          |
| 006249           | AUTO ZONE PARTS INC        |        |               |                   |          |             |                 |                 |
| C-03945076568    | CR: UNIT #256 PARTS        | R      | 2/17/2025     | 40.00CR           |          | 250771      |                 |                 |
| I-03945074348    | UNIT #256 PARTS            | R      | 2/17/2025     | 177.99            |          | 250771      |                 |                 |
| I-03945083026    | UNIT #724 FUEL CAP         | R      | 2/17/2025     | 8.79              |          | 250771      |                 |                 |
| I-03945083766    | JUMP STARTER - CG          | R      | 2/17/2025     | 188.99            |          | 250771      |                 | 335.77          |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 335.77          |
| 005865           | TASER INTERNATIONAL INC    |        |               |                   |          |             |                 |                 |
| I-INUS293740     | AXON CAMERA SYSTEM         | R      | 2/17/2025     | 3,264.81          |          | 250772      |                 | 3,264.81        |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 3,264.81        |
| 000067           | BAKER & TAYLOR INC         |        |               |                   |          |             |                 |                 |
| I-2038846376     | MISC BOOKS - KL            | E      | 2/19/2025     | 844.02            |          | 011170      |                 |                 |
| I-2038856978     | MISC BOOKS - KL            | E      | 2/19/2025     | 341.00            |          | 011170      |                 |                 |
| I-2038858865     | MISC BOOKS - KL            | E      | 2/19/2025     | 1,064.67          |          | 011170      |                 |                 |
| I-2038865196     | MISC BOOKS - KL            | E      | 2/19/2025     | 421.10            |          | 011170      |                 | 2,670.79        |
|                  | *** VENDOR TOTALS ***      |        |               |                   |          | 1 CHECKS    |                 | 2,670.79        |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.         | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 009518              | ERIC BARKER                    |        |               |                   |          |             |                 |                 |
| I-01/14/25-01/15/25 | 1/14-1/15 MEALS                | E      | 2/19/2025     | 29.35             |          | 011236      |                 | 29.35           |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 29.35           |
| 006127              | BATTERIES PLUS BULBS #203      |        |               |                   |          |             |                 |                 |
| I-P80141947         | BATTERIES - MU                 | R      | 2/17/2025     | 57.95             |          | 250773      |                 | 57.95           |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 57.95           |
| 005950              | BLACKSTONE AUDIO INC           |        |               |                   |          |             |                 |                 |
| I-2185838           | MULTIMEDIA/SHELF SVCS-KL       | R      | 2/17/2025     | 861.15            |          | 250774      |                 |                 |
| I-2186009           | MULTIMEDIA/SHELF READY SVCS-KL | R      | 2/17/2025     | 49.35             |          | 250774      |                 | 910.50          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 910.50          |
| 003947              | BOB BROWN GMC INC              |        |               |                   |          |             |                 |                 |
| I-44702             | UNIT #82 PARTS                 | E      | 2/19/2025     | 279.44            |          | 011195      |                 | 279.44          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 279.44          |
| 009283              | BOLTON & MENK, INC             |        |               |                   |          |             |                 |                 |
| I-0354397 #4        | PAY 4-PRAIRIE RDGE/9TH/ASH     | R      | 2/17/2025     | 21,547.50         |          | 250775      |                 | 21,547.50       |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21,547.50       |
| 005174              | BOUND TREE MEDICAL LLC         |        |               |                   |          |             |                 |                 |
| I-85629968          | EMS SUPPLIES                   | R      | 2/17/2025     | 69.03             |          | 250776      |                 |                 |
| I-85633515          | EMS SUPPLIES                   | R      | 2/17/2025     | 697.91            |          | 250776      |                 |                 |
| I-85636974          | EMS SUPPLIES                   | R      | 2/17/2025     | 74.06             |          | 250776      |                 |                 |
| I-85644355          | EMS SUPPLIES                   | R      | 2/17/2025     | 1,473.61          |          | 250776      |                 |                 |
| I-85644356          | EMS SUPPLIES                   | R      | 2/17/2025     | 502.32            |          | 250776      |                 | 2,816.93        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,816.93        |
| 000127              | BRICK GENTRY PC                |        |               |                   |          |             |                 |                 |
| I-439460            | 1/25/2025 STATEMENT 224.017    | R      | 2/17/2025     | 690.00            |          | 250777      |                 |                 |
| I-439462            | 1/25/2025 STATEMENT 224.001    | R      | 2/17/2025     | 2,245.00          |          | 250777      |                 |                 |
| I-439463            | 1/25/2025 STATEMENT 224.031    | R      | 2/17/2025     | 128.75            |          | 250777      |                 |                 |
| I-439464            | 01/25/2025 STATEMENT 224.012   | R      | 2/17/2025     | 45.00             |          | 250777      |                 |                 |
| I-439467            | 1/25/2025 STATEMENT 224.011    | R      | 2/17/2025     | 5,130.00          |          | 250777      |                 |                 |
| I-439468            | 1/25/2025 STATEMENT 224.092    | R      | 2/17/2025     | 75.00             |          | 250777      |                 |                 |
| I-439469            | 1/25/2025 STATEMENT 224.014    | R      | 2/17/2025     | 255.00            |          | 250777      |                 | 8,568.75        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 8,568.75        |
| 009535              | BROWN'S HEAVY EQUIPMENT, INC   |        |               |                   |          |             |                 |                 |
| I-115471            | #206 REPAIR                    | R      | 2/17/2025     | 1,012.50          |          | 250778      |                 | 1,012.50        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,012.50        |

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| VENDOR I.D.       | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 007873            | ROSS BUDDEN                    |        |               |                   |          |             |                 |                 |
| I-2/7/2025        | STATION 3 BOWLS REIMBURSEMENT  | E      | 2/19/2025     | 18.50             |          | 011234      |                 | 18.50           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 18.50           |
| 004126            | CALHOUN-BURNS AND              |        |               |                   |          |             |                 |                 |
| I-115295-5        | 2024 BRIDGE INSPECTION         | R      | 2/17/2025     | 683.25            |          | 250779      |                 | 683.25          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 683.25          |
| 012046            | CB&I STORAGE TANK SOLUTIONS LL |        |               |                   |          |             |                 |                 |
| I-252422-06 #6    | PAY 6-IRVNDL DR-STRG TNK       | E      | 2/19/2025     | 746,512.04        |          | 011225      |                 | 746,512.04      |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 746,512.04      |
| 007436            | EMILY CHANCE                   |        |               |                   |          |             |                 |                 |
| I-02/2025 FITNESS | 2025 ACC MEMBERSHIP            | E      | 2/19/2025     | 45.00             |          | 011204      |                 | 45.00           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 45.00           |
| 010049            | CINTAS CORPORATION             |        |               |                   |          |             |                 |                 |
| I-5250580807      | MEDICINE CABINET SUPPLIES - MU | R      | 2/17/2025     | 45.14             |          | 250780      |                 | 45.14           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 45.14           |
| 011576            | CINTAS CORPORATION             |        |               |                   |          |             |                 |                 |
| C-9305932602      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.60CR            |          | 250781      |                 |                 |
| C-9305932620      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.49CR            |          | 250781      |                 |                 |
| C-9305932647      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.49CR            |          | 250781      |                 |                 |
| C-9305932664      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.49CR            |          | 250781      |                 |                 |
| C-9305932689      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.38CR            |          | 250781      |                 |                 |
| C-9305932721      | CR: PRICING CREDIT - STREETS   | R      | 2/17/2025     | 5.27CR            |          | 250781      |                 |                 |
| I-4218341440      | 1/20/2025 SVCS - WASTEWATER    | R      | 2/17/2025     | 159.49            |          | 250781      |                 |                 |
| I-4219125575      | 1/27/25 SVCS - WASTEWATER      | R      | 2/17/2025     | 220.13            |          | 250781      |                 |                 |
| I-4219311921      | 1/28/25 SVCS - WATER           | R      | 2/17/2025     | 196.86            |          | 250781      |                 |                 |
| I-4219312252      | MAT/UNIFORM RENTALS-PKS        | R      | 2/17/2025     | 126.09            |          | 250781      |                 |                 |
| I-4219416049      | MAT RENTALS - KL               | R      | 2/17/2025     | 204.34            |          | 250781      |                 |                 |
| I-4219802272      | CLOTH RENTALS -ACC             | R      | 2/17/2025     | 31.50             |          | 250781      |                 |                 |
| I-4219951057      | UNIFORM RENTALS - OCM          | R      | 2/17/2025     | 35.97             |          | 250781      |                 |                 |
| I-4219956198      | 2/04/25 SVCS - WATER           | R      | 2/17/2025     | 213.36            |          | 250781      |                 |                 |
| I-4219956399      | MAT/UNIFORM RENTALS - PKS      | R      | 2/17/2025     | 126.09            |          | 250781      |                 |                 |
| I-4220582760      | 2/10/25 SVCS - ACC             | R      | 2/17/2025     | 31.50             |          | 250781      |                 | 1,312.61        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,312.61        |
| 002726            | CITY OF DES MOINES TREASURY    |        |               |                   |          |             |                 |                 |
| I-139048          | FY25 #9 WRA MONTHLY ALLOCATION | R      | 2/17/2025     | 656,011.60        |          | 250782      |                 | 656,011.60      |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 656,011.60      |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.                    | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|--------------------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002407                         | CIVIL DESIGN ADVANTAGE LLC     |        |               |                   |          |             |                 |                 |
| I-47612 #11                    | PAY 11-WSTLWN PLC UTLTY-DSN    | E      | 2/19/2025     | 9,662.58          |          | 011189      |                 | 9,662.58        |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 9,662.58        |
| 002728                         | COMMERCIAL APPRAISERS OF IOWA  |        |               |                   |          |             |                 |                 |
| I-FILE #6992 1/30/25 APPRAISAL |                                | R      | 2/17/2025     | 3,500.00          |          | 250783      |                 | 3,500.00        |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,500.00        |
| 009223                         | COMMERCIAL LIGHTING SERVICES I |        |               |                   |          |             |                 |                 |
| I-34796                        | FLAG POLE MAINTENANCE - PD     | R      | 2/17/2025     | 121.00            |          | 250784      |                 | 121.00          |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 121.00          |
| 009277                         | CONVERGE ONE INC               |        |               |                   |          |             |                 |                 |
| I-INV1049482                   | MERAKI SYSTEMS LICENSE - IT    | E      | 2/19/2025     | 117.48            |          | 011211      |                 | 117.48          |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 117.48          |
| 007845                         | DEER CREEK ANKENY INC          |        |               |                   |          |             |                 |                 |
| I-RES#2024-221                 | DEVELOPMENT AGREEMENT-DR CRK   | R      | 2/17/2025     | 239,272.72        |          | 250785      |                 | 239,272.72      |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 239,272.72      |
| 009239                         | DEERE & COMPANY                |        |               |                   |          |             |                 |                 |
| I-117700894                    | GATOR TX-PRSC                  | R      | 2/17/2025     | 11,665.09         |          | 250786      |                 |                 |
| I-117708386                    | GATOR TX-PRSC                  | R      | 2/17/2025     | 12,209.10         |          | 250786      |                 | 23,874.19       |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 23,874.19       |
| 003099                         | DELL MARKETING L P             |        |               |                   |          |             |                 |                 |
| I-10797877168                  | COMPUTER MONITORS - IT         | R      | 2/17/2025     | 482.13            |          | 250787      |                 | 482.13          |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 482.13          |
| 000605                         | DEMCO INC                      |        |               |                   |          |             |                 |                 |
| I-7594087                      | BOOK JACKETS/LABELS/TAPE-KL    | E      | 2/19/2025     | 255.96            |          | 011180      |                 | 255.96          |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 255.96          |
| 011530                         | DES MOINES AREA COMMUNITY COLL |        |               |                   |          |             |                 |                 |
| I-S1558033                     | MENEGAY/PETERSON/WEISSINGER    | R      | 2/17/2025     | 32,400.00         |          | 250788      |                 |                 |
| I-S1558186                     | HUDECEK TUITION                | R      | 2/17/2025     | 10,800.00         |          | 250788      |                 | 43,200.00       |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 43,200.00       |
| 000758                         | DES MOINES IRON & SUPPLY CO    |        |               |                   |          |             |                 |                 |
| I-1904691788                   | TRESTLE RIDGE PARK SUPS        | R      | 2/17/2025     | 431.05            |          | 250789      |                 | 431.05          |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 431.05          |
| 000160                         | DES MOINES WATER WORKS         |        |               |                   |          |             |                 |                 |
| I-000186 12/30/24              | 11/2024 & 12/2024 STATEMENT    | R      | 2/17/2025     | 73,198.00         |          | 250790      |                 | 73,198.00       |
|                                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 73,198.00       |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D. | NAME                         | STATUS                         | CHECK | INVOICE   | DISCOUNT  | CHECK    | CHECK  | CHECK     |
|-------------|------------------------------|--------------------------------|-------|-----------|-----------|----------|--------|-----------|
|             |                              |                                | DATE  | AMOUNT    |           | NO       | STATUS | AMOUNT    |
| 011705      | DAKOTA SUPPLY GROUP          |                                |       |           |           |          |        |           |
|             | C-CR:DM2059810-001           | CR: PMT MADE TO WRONG VENDOR   | E     | 2/19/2025 | 137.55    | CR       | 011217 |           |
|             | I-S104383324.001             | PLOWGUARD/GAUGE - PKS          | E     | 2/19/2025 | 570.00    |          | 011217 | 432.45    |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 432.45    |
| 012268      | DUSTIN EGGERS                |                                |       |           |           |          |        |           |
|             | I-2025 LICENSE/PRMT          | TRANSFER OF LICENSES/PERMITS   | E     | 2/19/2025 | 52.00     |          | 011240 | 52.00     |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 52.00     |
| 012272      | EICK & DAY CONSTRUCTION, LLC |                                |       |           |           |          |        |           |
|             | I-PAY 2-OC CLUBHOUSE         | PAY 2-OC CLUBHOUSE RENO        | E     | 2/19/2025 | 64,281.90 |          | 011231 | 64,281.90 |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 64,281.90 |
| 000186      | ELECTRONIC ENGINEERING       |                                |       |           |           |          |        |           |
|             | I-80075868, 80075748         | 02/2025 STATEMENT - PARK MAINT | E     | 2/19/2025 | 296.50    |          | 011171 |           |
|             | I-80075869, 80075749         | 02/2025 STATEMENT - PW         | E     | 2/19/2025 | 930.00    |          | 011171 |           |
|             | I-80075870, 80075750         | 02/2025 STATEMENT - MU         | E     | 2/19/2025 | 472.50    |          | 011171 |           |
|             | I-80075871                   | 02/2025 STATEMENT-ENGINEERING  | E     | 2/19/2025 | 26.50     |          | 011171 | 1,725.50  |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 1,725.50  |
| 011454      | ENCORE DANCE ACADEMY         |                                |       |           |           |          |        |           |
|             | I-01/25-02/25 DANCE          | 1/13-2/20/25 ENCORE DANCE      | E     | 2/19/2025 | 3,828.00  |          | 011216 | 3,828.00  |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 3,828.00  |
| 009447      | EVOLUTION CONTRACTING        |                                |       |           |           |          |        |           |
|             | I-2/17/2025                  | QUESTCDN FEE REIMBURSEMENT     | R     | 2/17/2025 | 22.00     |          | 250791 | 22.00     |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 22.00     |
| 005478      | EXCEL MECHANICAL COMPANY INC |                                |       |           |           |          |        |           |
|             | I-175408                     | CHILLER OFF ON ALARM - PD      | E     | 2/19/2025 | 210.00    |          | 011202 | 210.00    |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 210.00    |
| 002285      | FASTENAL COMPANY             |                                |       |           |           |          |        |           |
|             | I-IADES452499                | EQUIPMENT PARTS - MU           | E     | 2/19/2025 | 25.47     |          | 011188 | 25.47     |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 25.47     |
| 007648      | DAIOHS USA INC               |                                |       |           |           |          |        |           |
|             | I-033681                     | COFFEE SERVICES - CH           | E     | 2/19/2025 | 104.70    |          | 011205 | 104.70    |
|             |                              | *** VENDOR TOTALS ***          |       |           |           | 1 CHECKS |        | 104.70    |
| 010286      | AT&T MOBILITY II LLC         |                                |       |           |           |          |        |           |
|             | I-01272025 FD                | 12/20/24-01/19/25 STATEMENT-FD | R     | 2/17/2025 | 843.85    |          | 250792 | 843.85    |



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| VENDOR I.D.   | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 010286        | AT&T MOBILITY II LLC           |        |               |                   |          |             |                 |                 |
| I-01272025 PD | 12/20/24-1/19/25 STATEMENT-PD  | R      | 2/17/2025     | 1,829.26          |          | 250793      |                 | 1,829.26        |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 2 CHECKS    |                 | 2,673.11        |
| 012274        | FITTECH SOLUTIONS LLC          |        |               |                   |          |             |                 |                 |
| I-I3873212    | FITNESS EQUIPMENT REPAIR - FD  | E      | 2/19/2025     | 110.00            |          | 011232      |                 | 110.00          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 110.00          |
| 002078        | FOTH & VAN DYKE LLC            |        |               |                   |          |             |                 |                 |
| I-94856 #7    | PAY 7-W 1ST ST IMP PH2         | E      | 2/19/2025     | 62,112.50         |          | 011185      |                 | 62,112.50       |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 62,112.50       |
| 012177        | G&S SERVICE INC                |        |               |                   |          |             |                 |                 |
| I-163840-1    | STORAGE RENTAL - PD            | E      | 2/19/2025     | 476.00            |          | 011228      |                 | 476.00          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 476.00          |
| 000211        | GALE                           |        |               |                   |          |             |                 |                 |
| I-86506012    | JANUARY WESTERN 2 PLAN KL      | E      | 2/19/2025     | 49.48             |          | 011172      |                 |                 |
| I-86592448    | JANUARY DISTRIBUTED LG PRINT 5 | E      | 2/19/2025     | 133.48            |          | 011172      |                 |                 |
| I-86743342    | FEBRUARY TOP SHELF 8 PLAN      | E      | 2/19/2025     | 254.16            |          | 011172      |                 |                 |
| I-86761911    | FEBRUARY HIGH OCTANE 8 PLAN    | E      | 2/19/2025     | 226.42            |          | 011172      |                 |                 |
| I-86762184    | FEBRUARY DYNAMIC DRAMA 5 PLAN  | E      | 2/19/2025     | 176.94            |          | 011172      |                 | 840.48          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 840.48          |
| 011998        | GALLS PARENT HOLDINGS, LLC     |        |               |                   |          |             |                 |                 |
| I-030088710   | HEMMING - FD                   | E      | 2/19/2025     | 21.99             |          | 011223      |                 |                 |
| I-030166154   | COAT SIGNAGE - PD              | E      | 2/19/2025     | 114.60            |          | 011223      |                 |                 |
| I-030178435   | UNIFORMS - PD                  | E      | 2/19/2025     | 13.80             |          | 011223      |                 |                 |
| I-030178436   | UNIFORMS - PD                  | E      | 2/19/2025     | 13.86             |          | 011223      |                 |                 |
| I-030190936   | UNIFORMS - PD                  | E      | 2/19/2025     | 24.43             |          | 011223      |                 |                 |
| I-030190937   | UNIFORMS - PD                  | E      | 2/19/2025     | 24.52             |          | 011223      |                 |                 |
| I-030209435   | UNIFORM HAT - PD               | E      | 2/19/2025     | 42.89             |          | 011223      |                 |                 |
| I-030248183   | UNIFORM NAMEPLATE - PD         | E      | 2/19/2025     | 24.43             |          | 011223      |                 |                 |
| I-030248184   | UNIFORM NAMEPLATE - PD         | E      | 2/19/2025     | 24.52             |          | 011223      |                 | 305.04          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 305.04          |
| 012038        | GANNETT MEDIA CORP             |        |               |                   |          |             |                 |                 |
| I-6864723     | 12/2024 LEGAL PUBLICATIONS     | R      | 2/17/2025     | 1,110.85          |          | 250794      |                 | 1,110.85        |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,110.85        |
| 000227        | GRAINGER                       |        |               |                   |          |             |                 |                 |
| C-9385572897  | CR: COUPLING FD                | E      | 2/19/2025     | 141.68CR          |          | 011173      |                 |                 |
| I-9387531172  | CLAMP/HOSE -PD                 | E      | 2/19/2025     | 82.89             |          | 011173      |                 |                 |
| I-9396870488  | MOUNTING PLATE - PKS           | E      | 2/19/2025     | 288.91            |          | 011173      |                 | 230.12          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 230.12          |

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|----------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 011835               | GRANITE EXCAVATING LLC        |        |               |                   |          |             |                 |                 |
| I-FINAL-36TH/38THWTR | FINAL-36TH/38TH WTR MN LOOP   | R      | 2/17/2025     | 196,504.18        |          | 250795      |                 | 196,504.18      |
| 011835               | GRANITE EXCAVATING LLC        |        |               |                   |          |             |                 |                 |
| I-RTNG-36TH/38THWTR  | RTNG-36TH/38TH WTR MN LOOP    | R      | 2/17/2025     | 59,009.22         |          | 250796      |                 | 59,009.22       |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 2 CHECKS    |                 | 255,513.40      |
| 005159               | JOHN GUZMAN III               |        |               |                   |          |             |                 |                 |
| I-2/5/2025           | WORK BOOTS REIMBURSEMENT      | R      | 2/17/2025     | 48.69             |          | 250797      |                 | 48.69           |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 48.69           |
| 012042               | HAPPY FACES ENTERTAINMENT LLC |        |               |                   |          |             |                 |                 |
| I-07/17/25 DEPOSIT   | 7/17/25 PROGRAM DEPOSIT - KL  | R      | 2/17/2025     | 500.00            |          | 250798      |                 | 500.00          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 500.00          |
| 003452               | HDR ENGINEERING INC           |        |               |                   |          |             |                 |                 |
| I-1200693356 #26     | PAY 26-IRVNDLE ELVTD STRG TNK | R      | 2/17/2025     | 21,030.85         |          | 250799      |                 | 21,030.85       |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 21,030.85       |
| 003098               | HOTSY CLEANING SYSTEMS IN     |        |               |                   |          |             |                 |                 |
| I-PSI-313431         | FLEETWASH - PD                | E      | 2/19/2025     | 632.50            |          | 011191      |                 | 632.50          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 632.50          |
| 012283               | RICHARD HURD                  |        |               |                   |          |             |                 |                 |
| I-02/2025 LAND IMP   | 02/2025 LAND IMPROVEMENTS     | R      | 2/17/2025     | 16,500.00         |          | 250800      |                 |                 |
| I-02/2025 PERM ESMNT | 02/2025 PERMANENT EASEMENT    | R      | 2/17/2025     | 2,820.00          |          | 250800      |                 |                 |
| I-02/2025 ROW        | 02/2025 RIGHT OF WAY          | R      | 2/17/2025     | 24,900.00         |          | 250800      |                 |                 |
| I-02/2025 TEMP ESMNT | 02/2025 TEMPORARY EASEMENT    | R      | 2/17/2025     | 12,880.00         |          | 250800      |                 | 57,100.00       |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 57,100.00       |
| 000253               | HY-VEE INC                    |        |               |                   |          |             |                 |                 |
| I-015749             | SNOW MEALS - PW               | R      | 2/17/2025     | 210.50            |          | 250801      |                 | 210.50          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 210.50          |
| 011987               | CHRISTOPHER DANIEL HYLER      |        |               |                   |          |             |                 |                 |
| I-01/14/25-01/15/25  | 1/14-1/15 MEALS               | E      | 2/19/2025     | 26.09             |          | 011239      |                 | 26.09           |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 26.09           |
| 008906               | IMAGE TREND INC               |        |               |                   |          |             |                 |                 |
| I-PS-INV113561       | JANUARY 2025 BILLING BRIDGE   | E      | 2/19/2025     | 122.50            |          | 011208      |                 | 122.50          |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 122.50          |
| 009565               | INFOSEND INCORPORATED         |        |               |                   |          |             |                 |                 |
| I-279945             | 01/2025 MAIL SERVICES         | R      | 2/17/2025     | 10,805.90         |          | 250802      |                 | 10,805.90       |
|                      | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 10,805.90       |

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|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 003442               | INTERNATIONAL ASSOCIATION OF   |        |               |                   |          |             |                 |                 |
| I-0380401            | 1/1/25-12/31/25 DUES-POTTS     | R      | 2/17/2025     | 220.00            |          | 250803      |                 | 220.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 220.00          |
| 000407               | WEBER BATTERY INC              |        |               |                   |          |             |                 |                 |
| I-1925901009394      | BATTERY - PD                   | R      | 2/17/2025     | 205.60            |          | 250804      |                 | 205.60          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 205.60          |
| 000266               | INTERSTATE BATTERY SYSTEM      |        |               |                   |          |             |                 |                 |
| I-608229             | UNIT #867 BATTERY              | E      | 2/19/2025     | 92.95             |          | 011174      |                 |                 |
| I-608313             | UNIT #827 BATTERY              | E      | 2/19/2025     | 92.95             |          | 011174      |                 | 185.90          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 185.90          |
| 005403               | IOWA COMMUNITIES ASSURANCE POO |        |               |                   |          |             |                 |                 |
| I-040555070203-GD-01 | ICAP DEDUCT 040555070203-GD-01 | R      | 2/17/2025     | 2,133.93          |          | 250805      |                 | 2,133.93        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,133.93        |
| 000155               | IOWA DEPARTMENT OF PUBLIC SAFE |        |               |                   |          |             |                 |                 |
| I-1737               | 01/25-03/25 IOWA SYSTEMS-PD    | R      | 2/17/2025     | 4,098.00          |          | 250806      |                 | 4,098.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,098.00        |
| 003226               | IOWA ONE CALL                  |        |               |                   |          |             |                 |                 |
| I-268468             | 12/31/24 FTP - MU              | E      | 2/19/2025     | 580.50            |          | 011193      |                 |                 |
| I-268739             | 12/31/24 EMAIL - TRAFFIC       | E      | 2/19/2025     | 90.90             |          | 011193      |                 | 671.40          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 671.40          |
| 007827               | JEO CONSULTING GROUP INC       |        |               |                   |          |             |                 |                 |
| I-158385 #5          | PAY 5-MAG RD/CHERRY CONCEPT    | E      | 2/19/2025     | 3,832.50          |          | 011206      |                 |                 |
| I-158408 #16         | PAY 16-TRANSPORTATION MSTR PLN | E      | 2/19/2025     | 2,231.50          |          | 011206      |                 | 6,064.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 6,064.00        |
| 000292               | KARL CHEVROLET INC             |        |               |                   |          |             |                 |                 |
| C-335859 CVW         | CR: DOUBLE PAYMENT             | R      | 2/17/2025     | 47.73CR           |          | 250807      |                 |                 |
| I-RO 551360          | UNIT #54 REPAIRS               | R      | 2/17/2025     | 904.26            |          | 250807      |                 | 856.53          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 856.53          |
| 004783               | KELTEK INCORPORATED            |        |               |                   |          |             |                 |                 |
| I-12114              | UNIT #67 UPFITTING             | E      | 2/19/2025     | 670.02            |          | 011199      |                 |                 |
| I-12280              | UNIT #63 UPFITTING             | E      | 2/19/2025     | 513.24            |          | 011199      |                 | 1,183.26        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,183.26        |
| 012000               | KEY COOPERATIVE                |        |               |                   |          |             |                 |                 |
| I-8539093            | FUEL TAX INV 8488861           | E      | 2/19/2025     | 1,200.90          |          | 011224      |                 |                 |
| I-8540861            | 1/23/25 SUP UNL/DSL            | E      | 2/19/2025     | 19,694.63         |          | 011224      |                 |                 |
| I-8547134            | 1/31/25 SUP UNL/DSL            | E      | 2/19/2025     | 19,504.59         |          | 011224      |                 | 40,400.12       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 40,400.12       |

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|----------------------------------------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000581                                             | MIDWEST MOTOR SUPPLY CO INC   |        |               |                   |          |             |                 |                 |
| I-103012580                                        | SHOP SUPPLIES - CG            | E      | 2/19/2025     | 88.73             |          | 011179      |                 | 88.73           |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 88.73           |
| 008587                                             | KINZLER CONSTRUCTION SERVICES |        |               |                   |          |             |                 |                 |
| I-2501484.0001                                     | OVERHEAD DOOR SVC - MU        | R      | 2/17/2025     | 101.50            |          | 250808      |                 | 101.50          |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 101.50          |
| 005733                                             | KLINE ELECTRIC                |        |               |                   |          |             |                 |                 |
| I-PAY 6-CRPWD/CRSWND PAY 6-CORP WOODS/CRSWNDS SGNL |                               | R      | 2/17/2025     | 6,374.50          |          | 250809      |                 | 6,374.50        |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 6,374.50        |
| 000402                                             | LINDE GAS & EQUIPMENT         |        |               |                   |          |             |                 |                 |
| I-47845664                                         | WELDING RENTAL 12/24-1/25 PKS | R      | 2/17/2025     | 44.39             |          | 250810      |                 | 44.39           |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 44.39           |
| 004810                                             | LOGAN CONTRACTORS SUPPLY      |        |               |                   |          |             |                 |                 |
| C-E32950                                           | CR: STREET SUPPLIES - PW      | E      | 2/19/2025     | 711.62CR          |          | 011200      |                 |                 |
| C-E65464                                           | CR: STREET SUPPLIES - PW      | E      | 2/19/2025     | 406.90CR          |          | 011200      |                 |                 |
| I-E62250                                           | RUBBER - STREETS              | E      | 2/19/2025     | 262.50            |          | 011200      |                 |                 |
| I-E65457                                           | STREET SUPPLIES - PW          | E      | 2/19/2025     | 1,644.40          |          | 011200      |                 |                 |
| I-E65470                                           | STREET SUPPLIES - PW          | E      | 2/19/2025     | 569.66            |          | 011200      |                 |                 |
| I-E68572 (1)                                       | STREET SUPPLIES - PW          | E      | 2/19/2025     | 1,129.14          |          | 011200      |                 |                 |
| I-E68572 (2)                                       | STREET SUPPLIES - PW          | E      | 2/19/2025     | 1,474.86          |          | 011200      |                 |                 |
| I-E69287                                           | SPARK PLUGS/FILTERS - MU      | E      | 2/19/2025     | 134.09            |          | 011200      |                 | 4,096.13        |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 4,096.13        |
| 008362                                             | DEREK LORD                    |        |               |                   |          |             |                 |                 |
| I-02/03/2025                                       | 2/3/25 PARKING REIMBURSEMENT  | E      | 2/19/2025     | 7.25              |          | 011235      |                 | 7.25            |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 7.25            |
| 000285                                             | LUBE-TECH & PARTNERS LLC      |        |               |                   |          |             |                 |                 |
| I-3712032                                          | UNIT #743 OIL                 | E      | 2/19/2025     | 159.60            |          | 011175      |                 | 159.60          |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 159.60          |
| 012173                                             | MALWAREBYTES CORPORATE HOLDCO |        |               |                   |          |             |                 |                 |
| I-IN100291623                                      | MALWAREBYTES THREATDOWN       | E      | 2/19/2025     | 12,266.30         |          | 011227      |                 | 12,266.30       |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 12,266.30       |
| 002207                                             | MANATTS INC                   |        |               |                   |          |             |                 |                 |
| I-5159276                                          | 1/24/25 D57-C20               | E      | 2/19/2025     | 702.00            |          | 011186      |                 | 702.00          |
|                                                    | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 702.00          |

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|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 001799            | MARTIN MARIETTA MATERIALS, INC |        |               |                   |          |             |                 |                 |
| I-44782680        | 1/07/25 1" CLEAN               | R      | 2/17/2025     | 1,446.66          |          | 250811      |                 |                 |
| I-44791114        | 1/08/25 1" CLEAN               | R      | 2/17/2025     | 1,467.72          |          | 250811      |                 | 2,914.38        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,914.38        |
| 009346            | MARY'S CLEANING CARE INC       |        |               |                   |          |             |                 |                 |
| I-34846           | 01/2025 CLEANINGS - FS#1       | R      | 2/17/2025     | 383.00            |          | 250812      |                 |                 |
| I-34848           | 01/2025 CLEANINGS - PSB        | R      | 2/17/2025     | 1,190.00          |          | 250812      |                 |                 |
| I-34849           | 01/2025 CLEANINGS - PD         | R      | 2/17/2025     | 2,889.00          |          | 250812      |                 | 4,462.00        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,462.00        |
| 012251            | MECHANICAL SALES IOWA INC      |        |               |                   |          |             |                 |                 |
| I-33765           | FANS FOR PSB                   | E      | 2/19/2025     | 15,300.00         |          | 011229      |                 | 15,300.00       |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 15,300.00       |
| 001671            | MCC IOWA LLC                   |        |               |                   |          |             |                 |                 |
| I-2/01/25-2/28/25 | 2/1-2/28/25 DEDICATE INT       | R      | 2/17/2025     | 750.00            |          | 250813      |                 | 750.00          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 750.00          |
| 001864            | MEDIX OCCUPATIONAL HEALTH SERV |        |               |                   |          |             |                 |                 |
| I-28738           | JAN 2025 SERVICES              | E      | 2/19/2025     | 5,072.00          |          | 011182      |                 | 5,072.00        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 5,072.00        |
| 004747            | MENARDS                        |        |               |                   |          |             |                 |                 |
| I-12859           | SCREWDRIVER/MASONBOX-PRSC      | R      | 2/17/2025     | 35.86             |          | 250814      |                 |                 |
| I-12941 1/09/25   | BUTANE TORCH - MU              | R      | 2/17/2025     | 14.98             |          | 250814      |                 |                 |
| I-13317           | GLADE/BWLS/PLATES-OCM          | R      | 2/17/2025     | 15.04             |          | 250814      |                 |                 |
| I-13354           | BUILDING SUPPLIES - PW         | R      | 2/17/2025     | 31.97             |          | 250814      |                 |                 |
| I-13357           | FLIPTOGGLE/HANG/RATCH/DRWL-PD  | R      | 2/17/2025     | 99.85             |          | 250814      |                 |                 |
| I-13424           | SPACKLING/PLATE/BLANK-PD       | R      | 2/17/2025     | 45.95             |          | 250814      |                 |                 |
| I-13451           | WASTEWATER SUPPLIES - MU       | R      | 2/17/2025     | 309.50            |          | 250814      |                 |                 |
| I-13453           | FLT/RED OAK /LAGS -ACC         | R      | 2/17/2025     | 68.74             |          | 250814      |                 |                 |
| I-13463           | STREET SUPPLIES - PW           | R      | 2/17/2025     | 24.29             |          | 250814      |                 |                 |
| I-13559           | SOAP - FD                      | R      | 2/17/2025     | 3.97              |          | 250814      |                 |                 |
| I-13574           | REBAR - OEC CONCRETE           | R      | 2/17/2025     | 137.00            |          | 250814      |                 |                 |
| I-13584           | SUPPLY CORD/VINYL TAPE-TRFC    | R      | 2/17/2025     | 55.84             |          | 250814      |                 |                 |
| I-13593           | WASTEWATER EQUIPMENT - MU      | R      | 2/17/2025     | 71.41             |          | 250814      |                 |                 |
| I-13616           | WINTER SUPPLIES - PW           | R      | 2/17/2025     | 24.80             |          | 250814      |                 |                 |
| I-13619           | WATER EQUIPMENT/SUPPLIES-MU    | R      | 2/17/2025     | 157.76            |          | 250814      |                 |                 |
| I-13621           | UTILITY HOOK/TROWEL - MU       | R      | 2/17/2025     | 35.67             |          | 250814      |                 |                 |
| I-13624           | SANDER/HOOK/STRAPS - PRSC      | R      | 2/17/2025     | 25.23             |          | 250814      |                 |                 |
| I-13644 01/29/25  | GREEN TREATED/NITRILE - TRFC   | R      | 2/17/2025     | 278.91            |          | 250814      |                 |                 |
| I-13663           | PVC ADAPTER - PW SNOW          | R      | 2/17/2025     | 8.44              |          | 250814      |                 |                 |
| I-13664           | METAL CUTOFF/GRINDING-PKS      | R      | 2/17/2025     | 45.65             |          | 250814      |                 |                 |
| I-13701           | DRILL BITS/DRVVR/BOLT/NUT-PRSC | R      | 2/17/2025     | 83.24             |          | 250814      |                 |                 |
| I-13702           | MAINTENANCE SUPPLIES - MU      | R      | 2/17/2025     | 62.02             |          | 250814      |                 |                 |
| I-13707           | COUPLING - PW SNOW             | R      | 2/17/2025     | 6.92              |          | 250814      |                 |                 |
| I-13806 2/3/25    | SHREDDER - OCM                 | R      | 2/17/2025     | 57.79             |          | 250814      |                 |                 |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D.       | NAME                           | STATUS | CHECK                 | INVOICE    | DISCOUNT | CHECK    | CHECK  | CHECK      |
|-------------------|--------------------------------|--------|-----------------------|------------|----------|----------|--------|------------|
|                   |                                |        | DATE                  | AMOUNT     |          | NO       | STATUS | AMOUNT     |
| I-13859           | SPRAY PAINT/SCREWS/BOLTS-OCM   | R      | 2/17/2025             | 34.65      |          | 250814   |        |            |
| I-13861           | SAW CHAIN/OIL/CHAINSAW-TRFC    | R      | 2/17/2025             | 161.97     |          | 250814   |        |            |
| I-13863           | TRAFFIC SUPPLIES - PW          | R      | 2/17/2025             | 15.37      |          | 250814   |        |            |
| I-13900           | SPRAY PAINT/GLOVES - OCM       | R      | 2/17/2025             | 24.97      |          | 250814   |        |            |
| I-13906 2/5/25    | WATER SUPPLIES - MU            | R      | 2/17/2025             | 85.71      |          | 250814   |        |            |
| I-13948           | WATER SUPPLIES - MU            | R      | 2/17/2025             | 193.48     |          | 250814   |        | 2,216.98   |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 2,216.98   |
| 007664            | MERCYONE ANKENY PHARMACY       |        |                       |            |          |          |        |            |
| I-1/29/2025       | EMS PHARMACY                   | R      | 2/17/2025             | 575.05     |          | 250815   |        |            |
| I-10/02/2024      | EMS PHARMACY                   | R      | 2/17/2025             | 985.31     |          | 250815   |        |            |
| I-2/04/2025       | EMS PHARMACY                   | R      | 2/17/2025             | 128.24     |          | 250815   |        | 1,688.60   |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 1,688.60   |
| 001931            | METRO WASTE AUTHORITY          |        |                       |            |          |          |        |            |
| I-70028774        | JANUARY 2025 CURB-IT FEES      | E      | 2/19/2025             | 110,341.36 |          | 011184   |        | 110,341.36 |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 110,341.36 |
| 004447            | RYAN MEYER                     |        |                       |            |          |          |        |            |
| I-02/2025 FITNESS | 2025 ACC MEMBERSHIP            | E      | 2/19/2025             | 45.00      |          | 011198   |        | 45.00      |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 45.00      |
| 012152            | MIDWEST REHABILITATION SERVICE |        |                       |            |          |          |        |            |
| I-INV-04457       | JAN 2025 POET                  | R      | 2/17/2025             | 100.00     |          | 250816   |        | 100.00     |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 100.00     |
| 007277            | MILLERBERND MANUFACTURING COMP |        |                       |            |          |          |        |            |
| I-191689          | SIGNAL POLE ASSEMBLY           | R      | 2/17/2025             | 21,745.00  |          | 250817   |        | 21,745.00  |
|                   |                                |        | *** VENDOR TOTALS *** |            |          | 1 CHECKS |        | 21,745.00  |
| 1                 | ALEXANDER, QUENTIN             |        |                       |            |          |          |        |            |
| I-000202502121856 | US REFUND                      | R      | 2/17/2025             | 56.81      |          | 250738   |        | 56.81      |
| 1                 | ALLEGRI, LAURA                 |        |                       |            |          |          |        |            |
| I-000202502121859 | US REFUND                      | R      | 2/17/2025             | 53.62      |          | 250739   |        | 53.62      |
| 1                 | ATER, MAYEN                    |        |                       |            |          |          |        |            |
| I-000202502121870 | US REFUND                      | R      | 2/17/2025             | 125.21     |          | 250740   |        | 125.21     |
| 1                 | BRUNKE, JOSEPH                 |        |                       |            |          |          |        |            |
| I-000202502121849 | US REFUND                      | R      | 2/17/2025             | 10.10      |          | 250741   |        | 10.10      |
| 1                 | BULLARD, LAYNEIGH              |        |                       |            |          |          |        |            |
| I-000202502121863 | US REFUND                      | R      | 2/17/2025             | 56.35      |          | 250742   |        | 56.35      |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.       | NAME                 | STATUS | CHECK     | INVOICE | DISCOUNT | CHECK  | CHECK  | CHECK  |
|-------------------|----------------------|--------|-----------|---------|----------|--------|--------|--------|
|                   |                      |        | DATE      |         |          | NO     | STATUS | AMOUNT |
| 1                 | DANIELS, OLIVIA      |        |           |         |          |        |        |        |
| I-000202502121869 | US REFUND            | R      | 2/17/2025 | 100.00  |          | 250743 |        | 100.00 |
| 1                 | FANTASY NAIL         |        |           |         |          |        |        |        |
| I-000202502121871 | US REFUND            | R      | 2/17/2025 | 98.59   |          | 250744 |        | 98.59  |
| 1                 | FRELAND, CHRIS       |        |           |         |          |        |        |        |
| I-000202502121854 | US REFUND            | R      | 2/17/2025 | 41.28   |          | 250745 |        | 41.28  |
| 1                 | GONZALEZ, JULIE      |        |           |         |          |        |        |        |
| I-000202502121867 | US REFUND            | R      | 2/17/2025 | 95.89   |          | 250746 |        | 95.89  |
| 1                 | KOHL, BRYCE M        |        |           |         |          |        |        |        |
| I-000202502121850 | US REFUND            | R      | 2/17/2025 | 49.00   |          | 250747 |        | 49.00  |
| 1                 | KUIPER, KYLIE        |        |           |         |          |        |        |        |
| I-000202502121858 | US REFUND            | R      | 2/17/2025 | 62.30   |          | 250748 |        | 62.30  |
| 1                 | LARSON, CORY         |        |           |         |          |        |        |        |
| I-000202502121853 | US REFUND            | R      | 2/17/2025 | 52.68   |          | 250749 |        | 52.68  |
| 1                 | LEE, SANGGI          |        |           |         |          |        |        |        |
| I-000202502121848 | US REFUND            | R      | 2/17/2025 | 95.41   |          | 250750 |        | 95.41  |
| 1                 | MEYER, AMANDA        |        |           |         |          |        |        |        |
| I-000202502121860 | US REFUND            | R      | 2/17/2025 | 91.77   |          | 250751 |        | 91.77  |
| 1                 | MORAES ALMEIDA , ART |        |           |         |          |        |        |        |
| I-000202502121868 | US REFUND            | R      | 2/17/2025 | 98.63   |          | 250752 |        | 98.63  |
| 1                 | OLIVERIUS, EMMA      |        |           |         |          |        |        |        |
| I-000202502121866 | US REFUND            | R      | 2/17/2025 | 23.46   |          | 250753 |        | 23.46  |
| 1                 | PEARSON, LAUREN      |        |           |         |          |        |        |        |
| I-000202502121862 | US REFUND            | R      | 2/17/2025 | 33.07   |          | 250754 |        | 33.07  |
| 1                 | PRIDGEN, VERONICA    |        |           |         |          |        |        |        |
| I-000202502121852 | US REFUND            | R      | 2/17/2025 | 100.00  |          | 250755 |        | 100.00 |
| 1                 | QUESENBERRY, CARALEE |        |           |         |          |        |        |        |
| I-000202502121857 | US REFUND            | R      | 2/17/2025 | 98.63   |          | 250756 |        | 98.63  |
| 1                 | REMPE, CHRISTOPHER   |        |           |         |          |        |        |        |
| I-000202502121855 | US REFUND            | R      | 2/17/2025 | 99.40   |          | 250757 |        | 99.40  |

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| VENDOR I.D.       | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 1                 | ROMERO CANTU, ANGEL            |        |               |                   |          |             |                 |                 |
| I-000202502121865 | US REFUND                      | R      | 2/17/2025     | 22.10             |          | 250758      |                 | 22.10           |
| 1                 | ROSLANSKY, BOB & PAU           |        |               |                   |          |             |                 |                 |
| I-000202502121861 | US REFUND                      | R      | 2/17/2025     | 57.95             |          | 250759      |                 | 57.95           |
| 1                 | URBAN, SEAN                    |        |               |                   |          |             |                 |                 |
| I-000202502121851 | US REFUND                      | R      | 2/17/2025     | 38.18             |          | 250760      |                 | 38.18           |
| 1                 | WALLACE, THOMAS                |        |               |                   |          |             |                 |                 |
| I-000202502121864 | US REFUND                      | R      | 2/17/2025     | 8.07              |          | 250761      |                 | 8.07            |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 24 CHECKS   |                 | 1,568.50        |
| 012072            | MOLINA HEALTHCARE OF IOWA      |        |               |                   |          |             |                 |                 |
| I-AFD38295        | CLAIM REFUND - FD              | R      | 2/17/2025     | 88.83             |          | 250818      |                 | 88.83           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 88.83           |
| 012281            | REBECCA MONTGOMERY             |        |               |                   |          |             |                 |                 |
| I-CASE 24-003709  | COURT ORDER FOR CASE 24-003709 | R      | 2/17/2025     | 29,781.66         |          | 250819      |                 | 29,781.66       |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 29,781.66       |
| 009985            | THE SAFETY COMPANY LLC         |        |               |                   |          |             |                 |                 |
| I-IN250270        | UNIT #743 PARTS                | R      | 2/17/2025     | 423.50            |          | 250820      |                 | 423.50          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 423.50          |
| 006756            | MTI DISTRIBUTING INC           |        |               |                   |          |             |                 |                 |
| I-1461608-00      | UNIT #827 FILTER               | R      | 2/17/2025     | 20.74             |          | 250821      |                 | 20.74           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 20.74           |
| 004149            | NBC CONSTRUCTION DOCUMENTATION |        |               |                   |          |             |                 |                 |
| I-10 FS4          | CONSTRUCTION DOCUMENTATIO      | E      | 2/19/2025     | 492.00            |          | 011197      |                 | 492.00          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 492.00          |
| 002032            | MUNICIPAL COLLECTIONS OF AMERI |        |               |                   |          |             |                 |                 |
| I-67824           | 01/25 COLLECTION FEES          | R      | 2/17/2025     | 438.07            |          | 250822      |                 |                 |
| I-67825           | 01/25 COLLECTION FEES - OLD    | R      | 2/17/2025     | 52.00             |          | 250822      |                 |                 |
| I-67827           | 01/25 COLLECTION FEES          | R      | 2/17/2025     | 820.43            |          | 250822      |                 | 1,310.50        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,310.50        |
| 006750            | MUNICIPAL PIPE TOOL            |        |               |                   |          |             |                 |                 |
| I-34972           | CAMERA REPAIR                  | R      | 2/17/2025     | 2,971.64          |          | 250823      |                 | 2,971.64        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,971.64        |



VENDOR SET: 01 City of Ankeny  
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|-------------------|-----------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000350            | MUNICIPAL SUPPLY INC        |        |               |                   |          |             |                 |                 |
| I-0931993-IN      | DISTRIBUTION PARTS - MU     | R      | 2/17/2025     | 152.32            |          | 250824      |                 |                 |
| I-0932652-IN      | METERS                      | R      | 2/17/2025     | 2,789.00          |          | 250824      |                 |                 |
| I-0932653-IN      | WATER SYSTEM SUPPLIES       | R      | 2/17/2025     | 1,207.50          |          | 250824      |                 |                 |
| I-0932654-IN      | PVC PIPE - MU               | R      | 2/17/2025     | 60.00             |          | 250824      |                 |                 |
| I-0932743-IN      | METERS                      | R      | 2/17/2025     | 8,250.00          |          | 250824      |                 |                 |
| I-0932744-IN      | METERS                      | R      | 2/17/2025     | 31,296.00         |          | 250824      |                 |                 |
| I-0933238-IN      | WATER SUPPLIES - MU         | R      | 2/17/2025     | 160.85            |          | 250824      |                 |                 |
| I-0933491-IN      | METERS                      | R      | 2/17/2025     | 3,540.00          |          | 250824      |                 |                 |
| I-0933492-IN      | DISTRIBUTION PARTS - MU     | R      | 2/17/2025     | 143.50            |          | 250824      |                 | 47,599.17       |
|                   | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 47,599.17       |
| 009252            | LAURA MYERS                 |        |               |                   |          |             |                 |                 |
| I-25-01           | POLYGRAPH EXAM-M. PATKINS   | R      | 2/17/2025     | 350.00            |          | 250825      |                 | 350.00          |
|                   | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 350.00          |
| 003057            | NAPA AUTO PARTS             |        |               |                   |          |             |                 |                 |
| I-754574          | OIL/FLUID FILTERS - CG      | R      | 2/17/2025     | 41.20             |          | 250826      |                 |                 |
| I-754668          | MINI LIGHTS - CG            | R      | 2/17/2025     | 14.00             |          | 250826      |                 |                 |
| I-754804          | OLD #400 PARTS              | R      | 2/17/2025     | 26.67             |          | 250826      |                 |                 |
| I-754857          | BATTERIES - CG              | R      | 2/17/2025     | 16.40             |          | 250826      |                 |                 |
| I-754872          | OIL FILTERS - CG            | R      | 2/17/2025     | 25.75             |          | 250826      |                 |                 |
| I-754892          | UNIT #220 AIR FILTERS       | R      | 2/17/2025     | 99.45             |          | 250826      |                 |                 |
| I-755006          | SHOP SUPPLIES - CG          | R      | 2/17/2025     | 34.00             |          | 250826      |                 |                 |
| I-755021          | AIR FILTER/FUEL FILTER-OCM  | R      | 2/17/2025     | 91.99             |          | 250826      |                 |                 |
| I-755254          | FILTERS - CG                | R      | 2/17/2025     | 15.78             |          | 250826      |                 |                 |
| I-755283          | MX SENSORS - CG             | R      | 2/17/2025     | 95.92             |          | 250826      |                 |                 |
| I-755363          | UNIT #827 PARTS             | R      | 2/17/2025     | 35.96             |          | 250826      |                 |                 |
| I-755402          | DRAIN PAN - MU              | R      | 2/17/2025     | 3.46              |          | 250826      |                 | 500.58          |
|                   | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 500.58          |
| 010339            | US TREASURY                 |        |               |                   |          |             |                 |                 |
| I-N00164LE1195-25 | NVG LEASE AGREEMENT-PD      | E      | 2/19/2025     | 3,000.00          |          | 011215      |                 | 3,000.00        |
|                   | *** VENDOR TOTALS ***       |        |               |                   |          | 1 CHECKS    |                 | 3,000.00        |
| 003727            | ODP BUSINESS SOLUTIONS, LLC |        |               |                   |          |             |                 |                 |
| I-401005085001    | OFFICE SUPPLIES - PSB       | R      | 2/17/2025     | 52.40             |          | 250827      |                 |                 |
| I-402132283001    | OFFICE SUPPLIES - CH        | R      | 2/17/2025     | 50.82             |          | 250827      |                 |                 |
| I-403271212001    | CIP/MISC SUPPLIES - CM      | R      | 2/17/2025     | 65.08             |          | 250827      |                 |                 |
| I-403595931001    | OFFICE SUPPLIES - PSB       | R      | 2/17/2025     | 648.67            |          | 250827      |                 |                 |
| I-405416814001    | OFFICE SUPPLIES - PSB       | R      | 2/17/2025     | 20.98             |          | 250827      |                 |                 |
| I-405417956001    | OFFICE SUPPLIES - PSB       | R      | 2/17/2025     | 7.62              |          | 250827      |                 |                 |
| I-405486887001    | OFFICE SUPPLIES - CH        | R      | 2/17/2025     | 93.78             |          | 250827      |                 |                 |
| I-405769883001    | HAND SANITIZER - PSB        | R      | 2/17/2025     | 57.47             |          | 250827      |                 |                 |
| I-405934748001    | OFFICE SUPPLIES - CH        | R      | 2/17/2025     | 73.34             |          | 250827      |                 |                 |
| I-406021271001    | PRINTER INK - PSB           | R      | 2/17/2025     | 89.39             |          | 250827      |                 |                 |
| I-406279829001    | OFFICE SUPPLIES - CH        | R      | 2/17/2025     | 60.11             |          | 250827      |                 |                 |
| I-407526501001    | MONEY BOOK - PD             | R      | 2/17/2025     | 206.73            |          | 250827      |                 |                 |

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| VENDOR I.D.                                 | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------------------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| I-407860799001                              | OFFICE SUPPLIES - PSB          | R      | 2/17/2025     | 72.39             |          | 250827      |                 |                 |
| I-407882576001                              | OFFICE SUPPLIES - CH           | R      | 2/17/2025     | 72.82             |          | 250827      |                 |                 |
| I-409838892001                              | TAPE - PSB                     | R      | 2/17/2025     | 62.76             |          | 250827      |                 | 1,634.36        |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,634.36        |
| 012138                                      | MONROE ENGINEERING GROUP LLC   |        |               |                   |          |             |                 |                 |
| I-823835                                    | WASHERS - CG                   | E      | 2/19/2025     | 21.00             |          | 011226      |                 | 21.00           |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21.00           |
| 007878                                      | OVERDRIVE INC                  |        |               |                   |          |             |                 |                 |
| I-06497C025019507                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 518.00            |          | 011207      |                 |                 |
| I-06497C025019787                           | MULTIMEDIA-KL                  | E      | 2/19/2025     | 879.88            |          | 011207      |                 |                 |
| I-06497C025027179                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 936.85            |          | 011207      |                 |                 |
| I-06497C025027961                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 419.94            |          | 011207      |                 |                 |
| I-06497C025029517                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 128.25            |          | 011207      |                 |                 |
| I-06497C025040684                           | EBOOKS/AUDIO BOOKS - KL        | E      | 2/19/2025     | 550.72            |          | 011207      |                 |                 |
| I-06497DA25026023                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 84.99             |          | 011207      |                 |                 |
| I-06497DA25039123                           | MULTIMEDIA - KL                | E      | 2/19/2025     | 30.64             |          | 011207      |                 | 3,549.27        |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,549.27        |
| 004205                                      | P F PETTIBONE & CO             |        |               |                   |          |             |                 |                 |
| I-186567                                    | CET PROMOTIONAL ITEMS - PD     | R      | 2/17/2025     | 516.50            |          | 250828      |                 | 516.50          |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 516.50          |
| 011375                                      | PAR INDUSTRIES LLC             |        |               |                   |          |             |                 |                 |
| I-24339-1                                   | ELECTRICAL INSTAL AED-PRSC     | R      | 2/17/2025     | 350.37            |          | 250829      |                 | 350.37          |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 350.37          |
| 000699                                      | THE PENWORTHY COMPANY          |        |               |                   |          |             |                 |                 |
| I-0605509-IN                                | BOOKS - KL                     | R      | 2/17/2025     | 525.18            |          | 250830      |                 | 525.18          |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 525.18          |
| 005873                                      | PFM FINANCIAL ADVISORS LLC     |        |               |                   |          |             |                 |                 |
| I-135121                                    | FY24 CONTINUING DISCLOSURE     | R      | 2/17/2025     | 2,000.00          |          | 250831      |                 | 2,000.00        |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,000.00        |
| 009011                                      | THE PITNEY BOWES RESERVE ACCOU |        |               |                   |          |             |                 |                 |
| I-02/2025 POSTAGE-KL RES ACCT 20829776 - KL |                                | E      | 2/19/2025     | 300.00            |          | 011209      |                 | 300.00          |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 300.00          |
| 011708                                      | PLAYAWAY PRODUCTS LLC          |        |               |                   |          |             |                 |                 |
| I-488660                                    | MULTIMEDIA - KL                | E      | 2/19/2025     | 418.44            |          | 011218      |                 | 418.44          |
|                                             | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 418.44          |

VENDOR SET: 01 City of Ankeny  
 BANK: APFNB FIRST NATIONAL BANK AMES  
 DATE RANGE: 2/06/2025 THRU 2/19/2025

| VENDOR I.D.     | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-----------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 009386          | POMP'S TIRE SERVICE, INC       |        |               |                   |          |             |                 |                 |
| I-1400166062    | UNIT #208 TIRES                | E      | 2/19/2025     | 328.00            |          | 011212      |                 | 328.00          |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 328.00          |
| 005896          | PRECISION UNDERGROUND UTILITIE |        |               |                   |          |             |                 |                 |
| I-10638 (1)     | PRECISION - CONDUIT            | R      | 2/17/2025     | 4,000.00          |          | 250832      |                 | 4,000.00        |
| 005896          | PRECISION UNDERGROUND UTILITIE |        |               |                   |          |             |                 |                 |
| I-10638 (2)     | PRECISION - CONDUIT            | R      | 2/17/2025     | 252.40            |          | 250833      |                 | 252.40          |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 2 CHECKS    |                 | 4,252.40        |
| 002375          | PROFESSIONAL DEVELOPERS        |        |               |                   |          |             |                 |                 |
| I-200000547     | SPRING TRAINING REG-D. LORD    | R      | 2/17/2025     | 175.00            |          | 250834      |                 | 175.00          |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 175.00          |
| 002713          | PROTEX CENTRAL INC             |        |               |                   |          |             |                 |                 |
| I-154319        | FE INSPECTION-WATER            | R      | 2/17/2025     | 168.00            |          | 250835      |                 |                 |
| I-155777        | FE TESTING - CH                | R      | 2/17/2025     | 65.00             |          | 250835      |                 | 233.00          |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 233.00          |
| 008162          | QUESTCDN.COM                   |        |               |                   |          |             |                 |                 |
| I-INV-1826      | IRVINEDALE & 18TH INTER.       | R      | 2/17/2025     | 1,254.00          |          | 250836      |                 | 1,254.00        |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,254.00        |
| 006390          | QUILL CORPORATION              |        |               |                   |          |             |                 |                 |
| I-42181276      | TAPE - PKS                     | R      | 2/17/2025     | 15.40             |          | 250837      |                 | 15.40           |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 15.40           |
| 005557          | RACOM CORPORATION              |        |               |                   |          |             |                 |                 |
| I-INV27602      | P25/BEON ACCESS - FD           | E      | 2/19/2025     | 2,004.40          |          | 011203      |                 |                 |
| I-INV27608      | P25 ACCESS - PD                | E      | 2/19/2025     | 2,612.73          |          | 011203      |                 |                 |
| I-INV27928      | 1/18/25-1/17/26USDD SUPPORT-FD | E      | 2/19/2025     | 14,293.26         |          | 011203      |                 | 18,910.39       |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 18,910.39       |
| 003538          | GET SOME GUNS, LLC             |        |               |                   |          |             |                 |                 |
| I-2633          | UNIFORM EMBROIDERY - PD        | R      | 2/17/2025     | 413.47            |          | 250838      |                 | 413.47          |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 413.47          |
| 008276          | RELIANT FIRE APPARATUS INC     |        |               |                   |          |             |                 |                 |
| I-I25-22902 (1) | FIRE ENGINE - 2                | R      | 2/17/2025     | 1,454,316.00      |          | 250839      |                 |                 |
| I-I25-22902 (2) | FIRE ENGINE - 2                | R      | 2/17/2025     | 26,564.00         |          | 250839      |                 |                 |
| I-I25-22902 (3) | FIRE ENGINE - 2                | R      | 2/17/2025     | 46,836.00         |          | 250839      |                 |                 |
| I-INV-IA-538    | VEHICLE REPAIRS - FD           | R      | 2/17/2025     | 829.31            |          | 250839      |                 | 1,528,545.31    |
|                 | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,528,545.31    |

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| VENDOR I.D.         | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 003999              | RINGCENTRAL INC                |        |               |                   |          |             |                 |                 |
| I-CD_001024136      | SPECIAL CENSUS PHONE SERVICE   | E      | 2/19/2025     | 236.21            |          | 011196      |                 | 236.21          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 236.21          |
| 012276              | ROCKETSEED USA INC             |        |               |                   |          |             |                 |                 |
| I-250195            | OUTLOOK SIGNATURE MANAGER      | E      | 2/19/2025     | 3,806.00          |          | 011233      |                 | 3,806.00        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,806.00        |
| 011633              | KAREN ROSE                     |        |               |                   |          |             |                 |                 |
| I-1/9/25-2/13/25    | 1/9/25-2/13/25 SALSA DANCE     | E      | 2/19/2025     | 840.00            |          | 011237      |                 | 840.00          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 840.00          |
| 003114              | THE ROSEN PUBLISHING GROUP INC |        |               |                   |          |             |                 |                 |
| I-RSL1979181        | MISC BOOKS - KL                | E      | 2/19/2025     | 21.20             |          | 011192      |                 | 21.20           |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21.20           |
| 012279              | JACKSON SCHOENING              |        |               |                   |          |             |                 |                 |
| I-06/24/24-01/30/25 | 6/24/24-1/30/25 CERT/PRINTS    | E      | 2/19/2025     | 239.35            |          | 011242      |                 | 239.35          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 239.35          |
| 003482              | SCOTT'S AUTO GLASS             |        |               |                   |          |             |                 |                 |
| I-41960             | UNIT #52 REPAIRS               | R      | 2/17/2025     | 79.95             |          | 250840      |                 | 79.95           |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 79.95           |
| 000425              | SECRETARY OF STATE             |        |               |                   |          |             |                 |                 |
| I-FY25 NOTARY-KM    | FY25 NOTARY - K. MILLER        | R      | 2/17/2025     | 30.00             |          | 250841      |                 | 30.00           |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 30.00           |
| 002217              | SENECA COMPANIES               |        |               |                   |          |             |                 |                 |
| I-S-INV047883       | LIFT REPAIRS - CG              | E      | 2/19/2025     | 2,677.95          |          | 011187      |                 | 2,677.95        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,677.95        |
| 004842              | THE SHERWIN-WILLIAMS CO        |        |               |                   |          |             |                 |                 |
| I-0849-2            | PAINT - CH                     | R      | 2/17/2025     | 154.60            |          | 250842      |                 |                 |
| I-4777-2            | BRUSHES/PAINT TRAYS - MU       | R      | 2/17/2025     | 31.61             |          | 250842      |                 |                 |
| I-4902-6            | PAINT - CH                     | R      | 2/17/2025     | 154.60            |          | 250842      |                 | 340.81          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 340.81          |
| 001923              | LOCAL GOVERNMENT PROFESSIONAL  |        |               |                   |          |             |                 |                 |
| I-2025-IC-0040      | JANUARY 2025 SUPPLEMENT        | E      | 2/19/2025     | 135.00            |          | 011183      |                 | 135.00          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 135.00          |
| 001280              | SPRAYER SPECIALTIES INC        |        |               |                   |          |             |                 |                 |
| I-01229558-IN       | VALVE/NIPPLE/BLKHEAD-PRSC      | E      | 2/19/2025     | 170.30            |          | 011181      |                 |                 |
| I-1229909-IN        | SNOW SUPPLIES - PW             | E      | 2/19/2025     | 100.80            |          | 011181      |                 | 271.10          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 271.10          |

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|---------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002339        | STAPLES CONTRACT & COMMERCIAL |        |               |                   |          |             |                 |                 |
| C-6022176996  | CR DISINFECTENT - KL          | R      | 2/17/2025     | 78.79CR           |          | 250843      |                 |                 |
| I-6022176997  | BLACK CHISEL/BRISTOL - KL     | R      | 2/17/2025     | 101.59            |          | 250843      |                 | 22.80           |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 22.80           |
| 008350        | STIVERS FORD                  |        |               |                   |          |             |                 |                 |
| I-101320/1    | VEHICLE REPAIR UNIT #68       | R      | 2/17/2025     | 1,260.10          |          | 250844      |                 |                 |
| I-102669/1    | UNIT #97 REPAIRS              | R      | 2/17/2025     | 673.18            |          | 250844      |                 | 1,933.28        |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,933.28        |
| 003339        | STREICHER'S                   |        |               |                   |          |             |                 |                 |
| I-11741393    | BALLISTIC ARMOR               | R      | 2/17/2025     | 1,552.00          |          | 250845      |                 | 1,552.00        |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,552.00        |
| 001859        | SVPA ARCHITECTS INC.          |        |               |                   |          |             |                 |                 |
| I-0040217 #22 | PAY 22-FIRE STATION #4        | R      | 2/17/2025     | 4,417.30          |          | 250846      |                 | 4,417.30        |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 4,417.30        |
| 004445        | TEAM SERVICES INC             |        |               |                   |          |             |                 |                 |
| I-1822143-0   | CONCRETE CORING - NE DEL AVE  | R      | 2/17/2025     | 986.22            |          | 250847      |                 | 986.22          |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 986.22          |
| 010127        | TK ELEVATOR CORPORATION       |        |               |                   |          |             |                 |                 |
| I-1000669621  | 2/1-4/30/25 ELEVATOR SVC - PD | E      | 2/19/2025     | 482.76            |          | 011214      |                 | 482.76          |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 482.76          |
| 000465        | TREASURER STATE OF IOWA       |        |               |                   |          |             |                 |                 |
| I-02/07/2025  | MONTHLY SALES & EXCISE TAX    | D      | 2/07/2025     | 101,900.89        |          | 002696      |                 | 101,900.89      |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 101,900.89      |
| 000740        | TRIPLETT OFFICE SOLUTIONS     |        |               |                   |          |             |                 |                 |
| I-464305-0    | CITY ENVELOPES                | R      | 2/17/2025     | 309.00            |          | 250848      |                 | 309.00          |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 309.00          |
| 000468        | TRUCK EQUIPMENT INC           |        |               |                   |          |             |                 |                 |
| I-316500      | UNIT #228 PARTS               | E      | 2/19/2025     | 23.59             |          | 011176      |                 |                 |
| I-317411      | UNIT #220 PARTS               | E      | 2/19/2025     | 242.46            |          | 011176      |                 | 266.05          |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 266.05          |
| 011810        | INTELLIGENT MARKING USA INC   |        |               |                   |          |             |                 |                 |
| I-92689       | PAINT-PRSC                    | E      | 2/19/2025     | 2,951.80          |          | 011219      |                 | 2,951.80        |
|               | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 2,951.80        |

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|---------------------|------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 003278              | DAVIS EQUIPMENT CORPORATION  |        |               |                   |          |             |                 |                 |
| I-JI96271           | UNIT #828 FILTERS            | E      | 2/19/2025     | 70.15             |          | 011194      |                 |                 |
| I-JI96271A          | UNIT #828 FUEL FILTER        | E      | 2/19/2025     | 36.51             |          | 011194      |                 |                 |
| I-JI96442           | #824 #860 CAM ROLLER/SPACER  | E      | 2/19/2025     | 189.40            |          | 011194      |                 | 296.06          |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 296.06          |
| 004516              | ST LUKE'S HEALTH RESOURCES   |        |               |                   |          |             |                 |                 |
| I-256735            | JAN 2025 SERVICES            | R      | 2/17/2025     | 42.00             |          | 250849      |                 | 42.00           |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 42.00           |
| 000475              | UTILITY EQUIPMENT COMPANY    |        |               |                   |          |             |                 |                 |
| I-20059484-000      | MANHOLE BOWLS                | E      | 2/19/2025     | 3,492.20          |          | 011177      |                 | 3,492.20        |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 3,492.20        |
| 000858              | V & V MANUFACTURING INC      |        |               |                   |          |             |                 |                 |
| I-60938             | POLICE BADGES - PD           | R      | 2/17/2025     | 57.95             |          | 250850      |                 | 57.95           |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 57.95           |
| 002290              | VALMONT INDUSTRIES INC       |        |               |                   |          |             |                 |                 |
| I-CD2237818         | MAST ARM LOADING REVIEW      | R      | 2/17/2025     | 1,400.00          |          | 250851      |                 | 1,400.00        |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 1,400.00        |
| 005012              | VAN-WALL EQUIPMENT INC       |        |               |                   |          |             |                 |                 |
| I-6466041           | UNIT #807 FILTER OCM         | E      | 2/19/2025     | 34.67             |          | 011201      |                 |                 |
| I-6467252           | UNIT #257 PARTS              | E      | 2/19/2025     | 127.72            |          | 011201      |                 | 162.39          |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 162.39          |
| 000519              | VERMEER SALES & SERVICE IOWA |        |               |                   |          |             |                 |                 |
| I-P0967105          | UNIT #260 PARTS              | E      | 2/19/2025     | 278.08            |          | 011178      |                 | 278.08          |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 278.08          |
| 011944              | MARK VOYEK                   |        |               |                   |          |             |                 |                 |
| I-06/24/24-01/30/25 | CERTIFICATION/PRINTS         | E      | 2/19/2025     | 239.35            |          | 011238      |                 | 239.35          |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 239.35          |
| 003376              | WASHER SYSTEMS OF IOWA, INC  |        |               |                   |          |             |                 |                 |
| I-169034            | GRIPS/PLUG/NZZL/SPRAY GUN-MU | R      | 2/17/2025     | 269.78            |          | 250852      |                 | 269.78          |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 269.78          |
| 002569              | WASTE CONNECTIONS INC        |        |               |                   |          |             |                 |                 |
| I-3742669T071       | 2/1-2/28/25 SVCS - CH        | R      | 2/17/2025     | 67.02             |          | 250853      |                 | 67.02           |
|                     | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 67.02           |

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|---------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002621        | WATERLOO TENT & TARP COMPANY I |        |               |                   |          |             |                 |                 |
| I-69533       | TWO SHADE SAILS                | R      | 2/17/2025     | 4,750.20          |          | 250854      |                 | 4,750.20        |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,750.20        |
| 010625        | WHITFIELD & EDDY PLC           |        |               |                   |          |             |                 |                 |
| I-343945      | SVCS THRU 12/31/24 - CD        | R      | 2/17/2025     | 1,897.50          |          | 250855      |                 | 1,897.50        |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,897.50        |
| 011964        | ZOLL DATA SYSTEMS, INC.        |        |               |                   |          |             |                 |                 |
| I-INV00193888 | 3/01/25-3/31/25 SVCS - FD      | E      | 2/19/2025     | 420.00            |          | 011221      |                 | 420.00          |
|               | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 420.00          |

| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|---------------------|---------------|----------------|-----------|--------------|
| REGULAR CHECKS:     | 118           | 3,139,883.35   | 0.00      | 3,139,883.35 |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 1             | 101,900.89     | 0.00      | 101,900.89   |
| EFT:                | 74            | 1,158,485.05   | 0.00      | 1,158,485.05 |
| NON CHECKS:         | 0             | 0.00           | 0.00      | 0.00         |
| VOID CHECKS:        | 0 VOID DEBITS | 0.00           |           |              |
|                     | VOID CREDITS  | 0.00           | 0.00      | 0.00         |

TOTAL ERRORS: 0

|                                    | NO  | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
|------------------------------------|-----|----------------|-----------|--------------|
| VENDOR SET: 01 BANK: APFNB TOTALS: | 193 | 4,400,269.29   | 0.00      | 4,400,269.29 |
| BANK: APFNB TOTALS:                | 193 | 4,400,269.29   | 0.00      | 4,400,269.29 |
| REPORT TOTALS:                     | 193 | 4,400,269.29   | 0.00      | 4,400,269.29 |

## SELECTION CRITERIA

---

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

---

## CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 2/06/2025 THRU 2/19/2025

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

---

## PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: \* - All

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of traffic signal vehicle detection systems for SE Oralabor Road Traffic Signal Upgrades.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade essential infrastructure

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The SE Oralabor Road Traffic Signal Upgrade will upgrade traffic signal cabinets and associated equipment at the intersections with SE Delaware Avenue, the I-35 southbound ramps and the I-35 northbound ramps. The upgrade will include ATC cabinets, low-voltage signal heads, new video/ radar vehicle detection systems, and upgraded pedestrian pushbuttons. The vehicle detection system upgrades will address reliability issues with the existing systems, and provide the robust detailed vehicle detection data needed for future implementation of adaptive traffic signal control technologies (ASCT).

The required systems can be purchased from MoboTrex, LLC of Davenport, Iowa, at \$36,937 per system for the I-35 ramp intersections (three-leg intersections) and \$43,843 for the SE Delaware Avenue intersection (four-leg intersection), including shipping and technical preparation. Delivery is requested in July 2025.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt RESOLUTION authorizing purchase of traffic signal vehicle detection systems as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project was approved in the 2025-2029 Capital Improvement Program for completion in 2025 by the Annual Traffic Signal Improvement Program.

## PUBLIC OUTREACH EFFORTS

### ACTION REQUESTED

### ATTACHMENTS

1. Resolution
2. Quote - Oralabor & Delaware
3. Quote - Oralabor & SB ramps
4. Quote - Oralabor & NB ramps

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE PURCHASE OF VEHICLE DETECTION SYSTEMS FOR  
INSTALLATION WITH SE ORALABOR ROAD TRAFFIC SIGNAL UPGRADES**

---

**WHEREAS**, the City of Ankeny desires to purchase traffic signal vehicle detection systems to be installed at three (3) intersections with the SE Oralabor Road Traffic Signal Upgrades in the 2025 Annual Traffic Signal Improvement Program and

**WHEREAS**, quotes were obtained according to City of Ankeny Purchasing Policy; and

**WHEREAS**, the City of Ankeny is able to purchase the traffic signal vehicle detection systems from Mobotrex, LLC of Davenport, Iowa in the amount of \$117,717.00;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the proposal from Mobotrex, Inc. in the amount of \$117,717.00 is hereby accepted; and

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said vehicle detection systems.

**DATED** this 17<sup>th</sup> day of February, 2025.

---

**Bobbi B. Bentz, Mayor**

**ATTEST:**

---

**Michelle Yuska, City Clerk**

**Customer:** ANK0001  
Hart, Leslie  
Ankeny Maintenance Facility  
General Delivery  
211 SE Lorenz Dr.  
Ankeny, IA 50021-9999  
United States

**Date:** 01/17/2025  
**Expire Date:** 2/16/2025  
**Prepared By:** Zank, Justin D.

**Contact:** Hart, Leslie  
**Phone:** 515-965-6400

**Description:** Next Vector SE Oralabor Road & SE Delaware Avenue

| Part #                    | Description                               | Quantity | Price       | Extended    |
|---------------------------|-------------------------------------------|----------|-------------|-------------|
| Next Vector               | SE Oralabor Road & SE Delaware Avenue     | 1        | \$43,843.00 | \$43,843.00 |
| ITE-NEXT-RJ45CABLE-PAK    | VantageNext RJ45 Ethernet patch cables,   | 1        | \$0.00      | \$0.00      |
| FFB16506-020              | DIN RAIL, TOP HAT, 8" / 20 CM             | 1        | \$0.00      | \$0.00      |
| DEF-82-22115              | Def Sec 10.1" LED Monitor w/HDMI,VGA,BNC  | 1        | \$0.00      | \$0.00      |
| CAT5 JUMP                 | Data Tuff IP20 RJ45 Jumper, with boot, 7  | 1        | \$0.00      | \$0.00      |
| ABW14652-036              | SDLC CABLE: 3 FT, W/LATCHES BOTH SIDE     | 1        | \$0.00      | \$0.00      |
| PA-1CN1WL                 | 1 Channel Nut & 1 "Wiz-Lock" Bolt instal  | 2        | \$0.00      | \$0.00      |
| ITE-NEXT-CCU-SM4-TS2-PAK  | Next CCU Unit, Shelf Mt, TS2, 4-Sensors   | 1        | \$0.00      | \$0.00      |
| ITE-NEXT-CAT5E-SHLD-CABLE | VantageNext 1000ft Box, outdoor, UV re    | 1        | \$0.00      | \$0.00      |
| PA-1095-0                 | Panel with 6 PLEX only                    | 1        | \$0.00      | \$0.00      |
| PXX10981-001              | VECTOR-NEXT CAMERA w/BULKHEAD CONN        | 4        | \$0.00      | \$0.00      |
| PMR13008-001              | CAM MTG: VECTOR,90" SS-CBL CLAMP,74" TUBE | 4        | \$0.00      | \$0.00      |
| FS-LABOR                  | SE Oralabor Road & SE Delaware Avenue     | 4        | \$0.00      | \$0.00      |

|                      |                    |
|----------------------|--------------------|
| <b>Sale Amount:</b>  | <b>\$43,843.00</b> |
| Sales Tax:           | 0.00               |
| Misc Charges:        | 0.00               |
| <b>Total Amount:</b> | <b>\$43,843.00</b> |

**Notes:**  
Shipping included  
  
Quote is for line items listed only. Please RFQ any additional equipment.

**Terms:**

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: [www.mobotrex.com](http://www.mobotrex.com).

Thank you for the opportunity to provide this quote.

**Customer:** ANK0001  
Hart, Leslie  
Ankeny Maintenance Facility  
General Delivery  
211 SE Lorenz Dr.  
Ankeny, IA 50021-9999  
United States

**Date:** 01/17/2025  
**Expire Date:** 2/16/2025  
**Prepared By:** Zank, Justin D.

**Contact:** Hart, Leslie  
**Phone:** 515-965-6400

**Description:** Next Vector SE Oralabor Road & I-35 SB ramps

| Part #                    | Description                               | Quantity | Price       | Extended    |
|---------------------------|-------------------------------------------|----------|-------------|-------------|
| Next Vector               | SE Oralabor Road & I-35 SB ramps          | 1        | \$36,937.00 | \$36,937.00 |
| ITE-NEXT-RJ45CABLE-PAK    | VantageNext RJ45 Ethernet patch cables,   | 1        | \$0.00      | \$0.00      |
| FFB16506-020              | DIN RAIL, TOP HAT, 8" / 20 CM             | 1        | \$0.00      | \$0.00      |
| DEF-82-22115              | Def Sec 10.1" LED Monitor w/HDMI,VGA,BNC  | 1        | \$0.00      | \$0.00      |
| CAT5 JUMP                 | Data Tuff IP20 RJ45 Jumper, with boot, 7  | 1        | \$0.00      | \$0.00      |
| ABW14652-036              | SDLC CABLE: 3 FT, W/LATCHES BOTH SIDE     | 1        | \$0.00      | \$0.00      |
| PA-1CN1WL                 | 1 Channel Nut & 1 "Wiz-Lock" Bolt instal  | 2        | \$0.00      | \$0.00      |
| ITE-NEXT-CCU-SM4-TS2-PAK  | Next CCU Unit, Shelf Mt, TS2, 4-Sensors   | 1        | \$0.00      | \$0.00      |
| ITE-NEXT-CAT5E-SHLD-CABLE | VantageNext 1000ft Box, outdoor, UV re    | 1        | \$0.00      | \$0.00      |
| PA-1095-0                 | Panel with 6 PLEX only                    | 1        | \$0.00      | \$0.00      |
| PXX10981-001              | VECTOR-NEXT CAMERA w/BULKHEAD CONN        | 3        | \$0.00      | \$0.00      |
| PMR13008-001              | CAM MTG: VECTOR,90" SS-CBL CLAMP,74" TUBE | 3        | \$0.00      | \$0.00      |
| FS-LABOR                  | SE Oralabor Road & I-35 SB ramps          | 4        | \$0.00      | \$0.00      |

|                      |                    |
|----------------------|--------------------|
| <b>Sale Amount:</b>  | <b>\$36,937.00</b> |
| Sales Tax:           | 0.00               |
| Misc Charges:        | 0.00               |
| <b>Total Amount:</b> | <b>\$36,937.00</b> |

**Notes:**  
Shipping included  
  
Quote is for line items listed only. Please RFQ any additional equipment.

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Thank you for the opportunity to provide this quote.

Date: 01/17/2025

Expire Date: 2/16/2025

Prepared By: Zank, Justin D.

Customer: ANK0001

Hart, Leslie  
Ankeny Maintenance Facility  
General Delivery  
211 SE Lorenz Dr.  
Ankeny, IA 50021-9999  
United States

Contact: Hart, Leslie

Phone: 515-965-6400

Description: Next Vector SE Oralabor Road & I-35 NB ramps

| Part #                    | Description                                                         | Quantity | Price       | Extended    |
|---------------------------|---------------------------------------------------------------------|----------|-------------|-------------|
| Next Vector               | SE Oralabor Road & I-35 NB ramps                                    | 1        | \$36,937.00 | \$36,937.00 |
| ITE-NEXT-RJ45CABLE-PAK    | VantageNext RJ45 Ethernet patch cables,                             | 1        | \$0.00      | \$0.00      |
| FFB16506-020              | DIN RAIL, TOP HAT, 8" / 20 CM                                       | 1        | \$0.00      | \$0.00      |
| DEF-82-22115              | Def Sec 10.1" LED Monitor w/HDMI,VGA,BNC                            | 1        | \$0.00      | \$0.00      |
| CAT5 JUMP                 | Data Tuff IP20 RJ45 Jumper, with boot, 7                            | 1        | \$0.00      | \$0.00      |
| ABW14652-036              | SDLC CABLE: 3 FT, W/LATCHES BOTH SIDE                               | 1        | \$0.00      | \$0.00      |
| PA-1CN1WL                 | 1 Channel Nut & 1 "Wiz-Lock" Bolt instal                            | 2        | \$0.00      | \$0.00      |
| ITE-NEXT-CCU-SM4-TS2-PAK  | Next CCU Unit, Shelf Mt, TS2, 4-Sensors                             | 1        | \$0.00      | \$0.00      |
| ITE-NEXT-CAT5E-SHLD-CABLE | VantageNext 1000ft Box, outdoor, UV re                              | 1        | \$0.00      | \$0.00      |
| PA-1095-0                 | Panel with 6 PLEX only                                              | 1        | \$0.00      | \$0.00      |
| PXX10981-001              | VECTOR-NEXT CAMERA w/BULKHEAD CONN                                  | 3        | \$0.00      | \$0.00      |
| PMR13008-001              | skybracket Iteris Vector Camera Mount SS cable 90" clamp & 74" Tube | 3        | \$0.00      | \$0.00      |
| FS-LABOR                  | SE Oralabor Road & I-35 NB ramps                                    | 4        | \$0.00      | \$0.00      |

|               |             |
|---------------|-------------|
| Sale Amount:  | \$36,937.00 |
| Sales Tax:    | 0.00        |
| Misc Charges: | 0.00        |
| Total Amount: | \$36,937.00 |

Notes:

Shipping included

Quote is for line items listed only. Please RFQ any additional equipment.



**Terms:**

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Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: [www.mobotrex.com](http://www.mobotrex.com).

Thank you for the opportunity to provide this quote.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of lighting fixtures for Uptown Lighting Fixture Upgrades.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The project will convert existing street lighting in the Uptown area to LED fixtures. The existing fixtures and decorative pole tops are nearing the end of their service life and utilize older and less efficient high-pressure sodium (HPS) fixtures. Several pole tops have been damaged by trees over the years. The project will result in lower electricity cost to the City because the LED fixtures use approximately 30% less power. LED fixtures also have approximately 10 times the service life of HPS bulbs, resulting in less frequent replacement of bulbs.

Quotes were received for new fixtures in a similar style to the existing pole top fixtures. Purchase of the fixtures from Van Meter, Inc. in the amount of \$80,218.62 is recommended. Time is of the essence in consideration of this purchase due to pending Federal tariff-related price increases.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing purchase of lighting fixtures as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project is included in the current Capital Improvement Program for 2025 completion.

PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. Resolution
2. Quote

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE PURCHASE OF LIGHTING FIXTURES FOR  
INSTALLATION WITH UPTOWN LIGHTING FIXTURE UPGRADES**

---

**WHEREAS**, the City of Ankeny desires to purchase lighting fixtures to be installed with the Uptown Lighting Fixture Upgrades in the 2025 Capital Improvement Program and;

**WHEREAS**, quotes were obtained according to City of Ankeny Purchasing Policy; and

**WHEREAS**, the City of Ankeny is able to purchase the lighting fixtures from Van Meter, Inc. of Des Moines, Iowa in the amount of \$80,218.62;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the proposal from Van Meter, Inc. in the amount of \$80,218.62 is hereby accepted; and

**BE IT FURTHER RESOLVED** by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said lighting fixtures.

**DATED** this 17<sup>th</sup> day of February, 2025.

---

**Bobbi B. Bentz, Mayor**

**ATTEST:**

---

**Michelle Yuska, City Clerk**



Expiration Date: 02/22/25

Quotation

**TO:**  
3 CITY OF ANKENY CITYANKENY  
Attn:Tom Dozler  
410 WEST FIRST STREET  
ANKENY, IA 50021

**Project Info:**  
Project: City of Ankeny Uptown Project  
Job #: 100116  
Bid Date: 01/23/25  
Bid Time: 02:00 PM CST  
Quoter: Dave Papich URB

| Type | Quantity     | Vendor | Description                                                                                                                                                              | Unit or Lot#    | Unit Price              | Ext Price           |
|------|--------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|---------------------|
|      | 0            |        | **ENTIRE ORDER SHIPS DIRECT FROM<br>FACTORY TO CITY OF ANKENY<br>RECIEVING**                                                                                             | Unit            | 0.000/EA                | 0.00                |
|      | 46           |        | AAL SP1-FLR-Y3-32LED-4K-550-BLS-STND_<br>MNT-AD5-WIRED120-277V<br>Spectra Large Scale, Flared Hood, Type III,<br>4000K, 120-277V,<br>Black Gloss Smooth, 5" Pole Adaptor | Unit            | 1,743.883/EA            | 80,218.62           |
|      | <del>1</del> |        | <del>AAL CUSTOM COLOR SETUP CHARGE</del><br><del>*If Painted Copper Hood required add One</del><br><del>Time Setup Charge*</del>                                         | <del>Unit</del> | <del>1,275.000/EA</del> | <del>1,275.00</del> |

Setup charge not needed for  
Uptown Lighting Fixture Upgrades

**From:**  
(3) VAN METER INC.  
PHONE 515-262-9609  
1751 Guthrie Avenue  
Des Moines, IA 50316-2135  
Printed By: Dave Papich URB

|       |           |
|-------|-----------|
| Total | 81,493.62 |
|-------|-----------|

**Notes**  
For Terms/Conditions: visit Van Meter, Inc. website for terms-of-sale  
\*\*DUE TO FACTORY PRICE INCREASES & SUPPLY CHAIN ISSU  
SUBJECT TO CHANGE BY MANUFACTURES AT ANY TIME. SPA  
INCLUDED UNLESS NOTED. CONTRACTOR TO VERIFY QUANTI



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the final plat, letter of credit for erosion control, performance and maintenance bonds for public improvements, platted easements, warranty deed for streets, parkland dedication agreement, and sewer connection fee, for Canyon Landing Plat 5.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

Canyon Landing Plat 5 is a proposed 10.71-acre (+/-) plat located primarily along NE 12th Street, just south of NE 13th Street and west of NE Deerfield Drive. The subject plat creates 50 single-family residential lots, a street lot, and associated utility easements and improvements. Lot widths adhere to ranges of 50+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval at their meeting on November 19, 2024.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. Resolution
2. PZ Minutes
3. PZ Approved Final Plat
4. Staff Report
5. Aerial Map
6. Applicant Letter
7. Park Site Dedication Agreement

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023

Phone: 515-963-3544

---

**RESOLUTION**

**RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL,  
PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, PLATTED  
EASEMENTS, WARRANTY DEED FOR STREETS, PARKLAND DEDICATION AGREEMENT, AND  
SEWER CONNECTION FEE, FOR CANYON LANDING PLAT 5**

---

**WHEREAS**, on the 19<sup>th</sup> day of November 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Canyon Landing Plat 5; and

**WHEREAS**, the attorney's title opinion, letter of credit for erosion control, performance and maintenance bonds for public improvements, platted easement documents, warranty deed to streets, parkland dedication agreement and sewer connection fee, have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That final plat for Canyon Landing Plat 5 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bonds for public improvements are hereby accepted; and
4. That the Public Gas Easement, Public Drainage Easement, Public Sanitary Sewer, and Public Utility Easement are hereby accepted; and
5. That the Temporary Sanitary Sewer Easement, Temporary Public Storm Sewer Easement, Temporary Turnaround Easement, Temporary Water Main Easement, and Temporary Storm Water Management Facility Maintenance Covenant and Temporary Easement Agreement are hereby accepted; and
6. That warranty deed for streets is hereby accepted; and
7. The parkland dedication agreement is hereby accepted; and
8. That the Deer Creek Trunk Sewer Connection District 2 connection fee of \$51,836.40 is hereby accepted.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February 2025.

---

Bobbi B. Bentz, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



**Meeting Minutes**  
**Plan & Zoning Commission Meeting**  
Tuesday, November 19, 2024  
Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

**CALL TO ORDER**

Chair Ted Rapp called the November 19, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

**ROLL CALL**

Members present: Ted Rapp, Lisa West, Trina Flack, Glenn Hunter, and Todd Ripper. Absent: Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Jake Heil, B.Morrissey, Laura Hutzell, Deb Gervais, and Brenda Fuglsang.

**AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the November 19, 2024 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

**CONSENT AGENDA ITEMS**

**Item #2. Canyon Landing Plat 5 Final Plat**

Motion to recommend City Council approval of Canyon Landing Plat 5 Final Plat.

Motion by G.Hunter to approve the recommendations for Consent Agenda Items #1 - #2. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

Commissioner Annette Renaud arrived at 6:32 p.m.









Plan and Zoning Commission  
Staff Report

Meeting Date: November 19, 2024

---

**Agenda Item:** Canyon Landing Plat 5 – Final Plat  
**Report Date:** October 31, 2024  
**Prepared By:** Jake Heil *ETC*  
Associate Planner

**Staff Recommendation:**

That the Plan and Zoning Commission recommend City Council approval of Canyon Landing Plat 5 Final Plat.

**Project Summary:**

Canyon Landing Plat 5 is a proposed 10.71-acre (+/-) plat located primarily along NE 12<sup>th</sup> Street, just south of NE 13<sup>th</sup> Street and west of NE Deerfield Drive. The subject plat creates 50 single-family residential lots, a street lot, and associated utility easements and improvements. Lot widths adhere to ranges of 50+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

**Project Report:**

- Streets:** The proposed plat will be accessed primarily from NE Deerfield Drive to the east, via NE 12<sup>th</sup> Street. The proposed plat will extend NE 12<sup>th</sup> Street approximately 580 feet to the west. From there a new street, NE Pearl Drive will extend north providing access to the remainder of the plat. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** The existing 10-inch water main along NE 12<sup>th</sup> Street will be extended west to the western plat boundary. 8-inch water main will be extended north along NE Pearl Drive.
- Sewer:** The existing 8-inch sanitary sewer main along NE 12<sup>th</sup> Street will be extended west to the western plat boundary and NE Pearl Drive will be serviced by an 8-inch sanitary sewer main.
- Drainage:** Storm water for this plat generally drains to the north via storm sewer mains, where it will empty into a series of storm water detention basins just north of the proposed plat. Storm water will then convey off-site to the west via a drainage ditch along NE 18<sup>th</sup> Street, eventually draining into Deer Creek to the west and ultimately outletting into Four Mile Creek.
- Parkland:** The parkland dedication requirement for Plat 5 is 0.77 acres, but parkland is not proposed with this plat. The developer will be dedicating 14.29 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.12 acres.

**CITY OF ANKENY  
SUBDIVISION DATA**

**NAME OF PLAT:** Canyon Landing Plat 5  
**NAME OF OWNER/ DEVELOPER:** Stubbs Development, Inc.

---

**GENERAL INFORMATION:**

PLAT LOCATION: South of NE 13<sup>th</sup> Street and west of NE Deerfield Drive  
SIZE OF PLAT: 10.71 acres  
ZONING: Canyon Landing PUD

**LOTS:**

NUMBER: 50 Single-Family lots; one street lot  
SIZE/DENSITY: 4.66 units per acre  
USE: Residential  
BUILDING LINES: **50' + Lots**  
Minimum lot width at front yard setback: 50'  
Minimum lot area: 6,500 SF  
Minimum yard requirements:  
Front: 25'  
Rear: 30'  
Side: 10' total (min. 5' one side)

**70' + Lots**  
Minimum lot width at front yard setback: 70'  
Minimum lot area: 9,100 SF  
Minimum yard requirements:  
Front: 25'  
Rear: 30'  
Side: 10' total (min. 5' one side)

**PARK SITE DEDICATION:**

The parkland dedication requirement for Plat 5 is 0.77 acres, but parkland is not proposed with this plat. The developer will be dedicating 14.29 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.12 acres.

**ADJACENT LANDS:**

NORTH: Canyon Landing PUD – future plat  
SOUTH: Canyon Landing PUD – future parkland  
EAST: Canyon Landing PUD – Plat 2 & 3  
WEST: Canyon Landing PUD – future plat

**STREET DEVELOPMENT:**

NAME: NE 12<sup>th</sup> Street  
LENGTH: 864'  
CLASSIFICATION: Minor Collector  
R.O.W. (REQ'D./PROV.): 70'/70'  
PAVEMENT WIDTH: 31'

NAME: NE Pearl Drive  
LENGTH: 705'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

**WASTE WATER:**

PROJECTED FLOWS: 50 lots X 300 gallons/lot for SF = 15,000 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

**STORM WATER:**

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

**WATER SYSTEM:**

USAGE: 50 lots X 3 pers. per lot X 100 gal. per day/person = 15,000 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

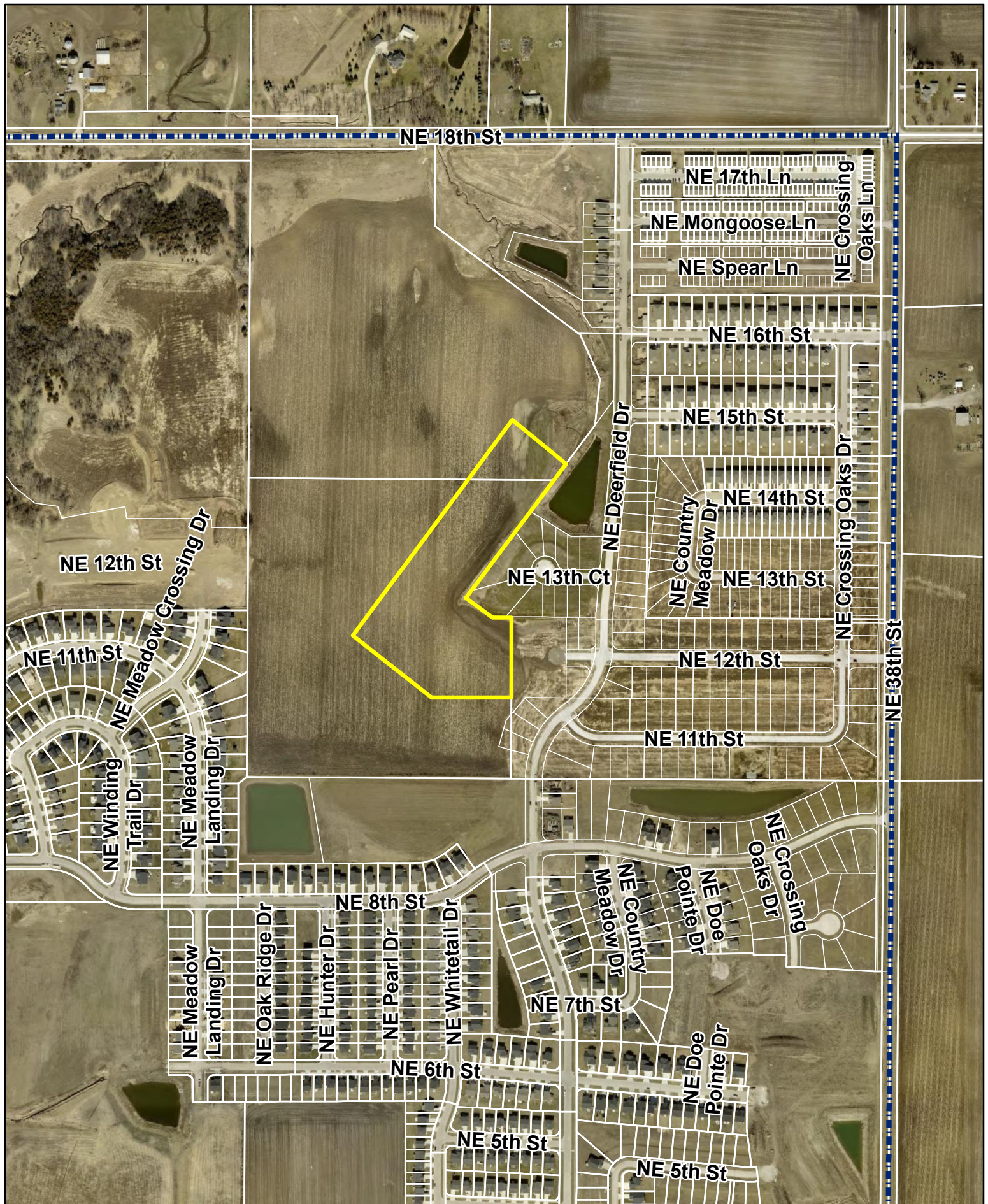
**FINAL PLAT DRAWING:**

Staff recommends approval.

**CONSTRUCTION PLANS:**

To be approved.





N



1 inch = 500 feet

Date: 11/13/2024

# Canyon Landing Plat 5 Final Plat







## STUBBS ENGINEERING

1609 N Ankeny Blvd, Suite 203 Ankeny, IA 50023

**10/25/2024**

### **Planning and Zoning Commission**

City of Ankeny

### **Canyon Landing Plat 5 Approval Request**

Stubbs Engineering requests approval for Canyon Landing Plat 5 Construction Plans on October 25th 2024. This site is a residential development and consists 10.71 acres. The site also contains 50 lots for the purpose of building single family dwellings. Listed below are the cost shares for cost participation based on comments from city staff:

Sincerely,

Stubbs Engineering

*Branden Stubbs*

Branden Stubbs, P.E.

**WHEN RECORDED RETURN TO:** City of Ankeny, Iowa, Attn: City Clerk, 410 W First Street, Ankeny, IA 50023

Preparer Information: Megan M. Regennitter, 400 Locust Street, Suite 400, Des Moines, Iowa 50309 Ph: (515) 288-5000  
SPACE ABOVE THIS LINE FOR RECORDER

## Canyon Landing Plat 5

### Park Site Dedication Agreement

**WHEREAS**, Stubbs Development, Inc., (hereinafter called “Developer”) is the developer of development that includes Canyon Landing Plat 5 (hereinafter called “Development”) in Ankeny, Iowa; and

**WHEREAS**, in order to satisfy the City of Ankeny (hereinafter “City”) park site dedication requirements as specified in City Code Section 16.24.020.A.1 (Criteria for Requiring Parkland Dedication) for the Development, Developer requests that the City defer the park site dedication requirement until a future phase of the development; and

**WHEREAS**, the deferred park site dedication shall be part of a future conveyance of real property, of the approximate size and location shown as “PARK” on attached Exhibit “A” that Developer proposes to dedicate to the City in order to satisfy the park site dedication requirement specified in the City’s subdivision regulations in Section 16.24.020.A.1 (Criteria for Requiring Parkland Dedication) for the Development, as well as the future development.

**NOW, IT IS THEREFORE AGREED**, by Developer and its successors or assigns that Developer shall dedicate real property of the approximate size and location shown as “PARK” on attached Exhibit “A” to the City in accordance with the Ankeny City Code and at no cost to the City in order to meet the park site dedication requirements of the City with a future plat of the development.

[signature on next page]



Dated: February 3, 2025.

Stubbs Development, Inc.

By   
David W. Stubbs, President

STATE OF IOWA    )  
                                  ss.  
COUNTY OF POLK)

This instrument was acknowledged before me on February 3, 2025 by David W. Stubbs as President of Stubbs Development, Inc.

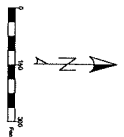


  
NOTARY PUBLIC IN AND FOR THE  
STATE OF IOWA

# EXHIBIT "A"

## FOR

### CANYON LANDING





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

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 Canyon Landing Plat 5.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

## **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 CANYON LANDING PLAT 5**

---

**WHEREAS**, the plans and specifications for the construction of water main, sanitary sewer and storm sewer in Canyon Landing Plat 5 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 approved by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 5.

**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 water main, sanitary sewer and storm sewer 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 17<sup>th</sup> day of February 2025.

---

Bobbi B. Bentz, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for construction of street paving in Canyon Landing Plat 5.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN CANYON LANDING PLAT 5**

---

**WHEREAS**, the plans and specifications for the construction of street paving in Canyon Landing Plat 5 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 approved by the City Engineer; and

**WHEREAS**, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 5.

**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 street 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 17<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

**ATTEST:**

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for construction of subgrade in Canyon Landing Plat 5.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE IN CANYON LANDING PLAT 5**

---

**WHEREAS**, the plans and specifications for the construction of subgrade in Canyon Landing Plat 5 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 Canyon Landing Plat 5.

**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 17<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

**ATTEST:**

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





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, and a Public Ingress and Egress Easement, located at 2295 SW State Street, and associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Accepting Easements

2. Storm Water Management Easement
3. Public Ingress Egress Easement

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3558

---

**RESOLUTION**

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY  
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, AND A  
PUBLIC INGRESS AND EGRESS EASEMENT, LOCATED AT 2295 SW STATE STREET, AND  
ASSOCIATED WITH THE DEVELOPMENT OF LOT 4, PARK SIGHT OFFICE PARK AT  
PRAIRIE TRAIL PLAT 4**

---

**WHEREAS**, the Community Development Director approved the Park Sight Office Park at Prairie Trail Plat 4 final plat on February 7, 2020; and

**WHEREAS**, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and a Public Ingress Egress Easement associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4 have been submitted and accepted by the City Engineer and Community Development Director of the City of Ankeny, Iowa.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and a Public Ingress Egress Easement associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4 is hereby accepted.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO: City Clerk 410 W. 1<sup>st</sup> Street Ankeny, Iowa 50023

Preparer Information: Adam Schoepner, Nilles Associates, Inc 1933 SW Magazine Rd. Ankeny, Iowa 50023 Phone: 515 965-0123

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

**THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** is entered into between **DRA PROPERTIES, LC** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

**Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1, and Lot 1, PARK SIGHT OFFICE  
PARK AT PRAIRIE TRAIL PLAT 2, and Lots 2, 3, and 4, PARK SIGHT OFFICE PARK AT PRAIRIE  
TRAIL PLAT 4**

(hereinafter referred to as the "Benefited Property").

**PART I – COVENANTS ON THE BENEFITED PROPERTY**

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

**Outlot X, Park Sight Office Park at Prairie Trail Plat 1**

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in **Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1, and Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 2, and Lots 2, 3, and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4**

- shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
  5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
  6. Grantor hereby covenants and agrees that the Owner of **Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1, and Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 2, and Lots 2, 3, and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
  7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
  8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
  9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
  10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula



set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1 / 5 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

## **PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE**

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

### Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

### Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.

- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
  - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
  - c. Remove all trash, litter, debris or obstructions in the Easement Area.
  - d. Inspect for erosion in the riparian buffer on an annual basis.
  - e. Inspect and determine the depth of the riparian buffer on an annual basis.
  - f. Remove any sediment accumulated greater than 25% of the original design depth.
  - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
  - h. All repairs shall conform to the original design.
  - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
  15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
  16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
  17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
  18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
  19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
  20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
  21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 28th day of Jan, 2025.

Grantor: **DRA Properties, LC**

By: \_\_\_\_\_

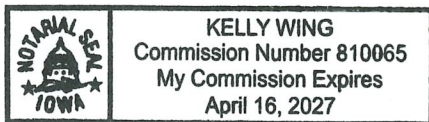
Name: Ashley Johnson

Title: COO

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 28 day of January, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.



Kelly Wing  
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

Owner: **DRA PROPERTIES, LC**

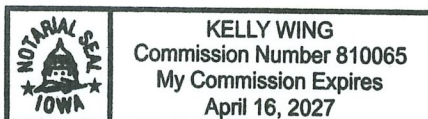
By: \_\_\_\_\_

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

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

STATE OF IOWA, COUNTY OF Polk, ss:

On this 28 day of January, 2025, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ashley Johnson, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



Kelly Wing  
Notary Public in and for the State of Iowa

**EXHIBIT A**

**AGREEMENT AND WAIVER  
POST CONSTRUCTION STORM WATER MANAGEMENT**

**THIS AGREEMENT** made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **DRA PROPERTIES, LC**, hereinafter referenced the PROPERTY OWNERS.

**WITNESSETH:**

**WHEREAS**, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

**WHEREAS**, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

**WHEREAS**, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

**WHEREAS**, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

**WHEREAS**, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

**Outlot X, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1**

and applies to the property described as:

**Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1, and Lot 1, PARK SIGHT OFFICE  
PARK AT PRAIRIE TRAIL PLAT 2, and Lots 2, 3, and 4, PARK SIGHT OFFICE PARK AT PRAIRIE  
TRAIL PLAT 4**

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:



- A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
  - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
  - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
  - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
  - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
  - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: DRA PROPERTIES, LC

By Ashley Johnson

Name Ashley Johnson

Date 1/28/25

Witness Kelly Wing

Name Kelly Wing

LENDER NAME:

By: \_\_\_\_\_

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

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

LENDER NAME:

By: \_\_\_\_\_

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

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

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

**PUBLIC INGRESS AND EGRESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, DRA PROPERTIES, LC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

**Public Ingress and Egress**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any



construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 28<sup>th</sup> day of Jan, 2025.

Grantor:

By: Ashley Johnson

Name: Ashley Johnson

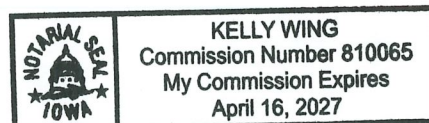
Title: COO

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 28 day of January, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

Kelly Wing  
Notary Public in and for the State of Iowa



# EXHIBIT A

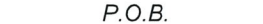
## LEGEND



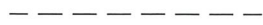
SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



P.O.B.



EXISTING BOUNDARY LINE

## PREPARED FOR

CITY OF ANKENY  
220 WEST 1ST STREET  
ANKENY, IOWA 50023

## PROPRIETOR

DRA PROPERTIES, LC  
1525 NE 36TH STREET  
ANKENY, IOWA 50021



NORTH



SCALE

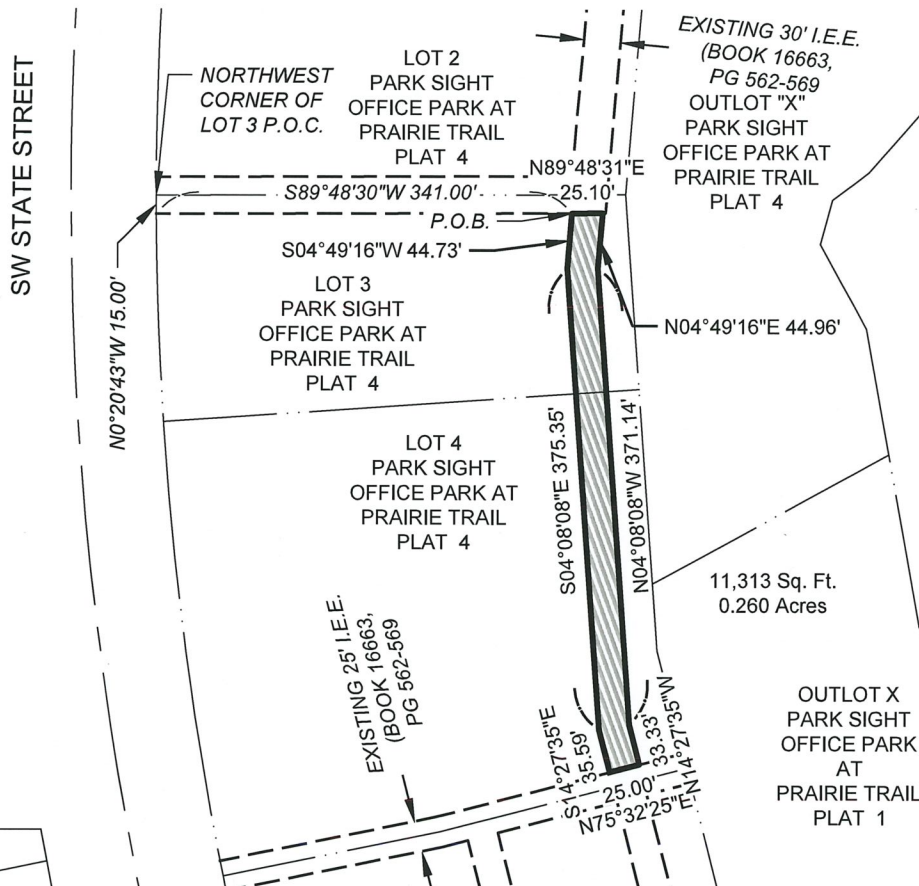
## SUBJECT PROPERTY LEGAL DESCRIPTION

LOTS 3 & 4 OF PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL, PLAT 4, LOCATED IN POLK COUNTY, THE CITY OF ANKENY, IOWA

## DESCRIPTION OF PROPOSED EASEMENT

LOTS 3 & 4 OF PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL, PLAT 4, LOCATED IN POLK COUNTY, THE CITY OF ANKENY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3; THENCE N 0° 20' 43" W, A DISTANCE OF 15.00 FEET; THENCE S 89° 48' 30" W, A DISTANCE OF 341.00 FEET, TO THE POINT OF BEGINNING; THENCE S 4° 49' 16" W, A DISTANCE OF 44.73 FEET; THENCE S 4° 08' 08" E, A DISTANCE OF 375.35 FEET; THENCE S 14° 27' 35" E, A DISTANCE OF 35.59 FEET; THENCE N 75° 32' 25" E, A DISTANCE OF 25.00 FEET; THENCE N 14° 27' 35" W, A DISTANCE OF 33.33 FEET; THENCE N 4° 08' 08" W, A DISTANCE OF 371.14 FEET; THENCE N 4° 49' 16" E, A DISTANCE OF 44.96 FEET; THENCE N 89° 48' 31" E, A DISTANCE OF 25.10 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.260 ACRES (11,313 SQ. FT.) MORE OR LESS.



1933 SW MAGAZINE RD  
ANKENY, IOWA  
50023  
(515) 965-0123 phone  
www.nilesinc.com

PROJECT:

PERMANENT EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

24002

DRAWN BY:

TJM

DWG No.:

1/1

DATE:

05/08/2024

CHECKED BY:

ADS

SHEET TITLE:

EX-A



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement between the City of Ankeny, Iowa and DRA Properties, LC regarding traffic improvement items identified in the November 14, 2024 Traffic Study associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Development Agreement



## 2. Traffic Development Agreement

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3558

---

**RESOLUTION**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ANKENY, IOWA AND DRA PROPERTIES, LC REGARDING  
TRAFFIC IMPROVEMENT ITEMS IDENTIFIED IN THE NOVEMBER 14, 2024 TRAFFIC  
STUDY ASSOCIATED WITH THE DEVELOPMENT OF LOT 4, PARK SIGHT OFFICE PARK  
AT PRAIRIE TRAIL PLAT 4**

---

**WHEREAS**, City staff and DRA Properties, LC, have entered into a development agreement that outlines certain terms and conditions regarding public infrastructure improvements identified in the traffic study submitted November 14, 2024 for Lot 4, Park Sight Office Park at Prairie Trail Plat 4; and

**WHEREAS**, City staff and DRA Properties, LC have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with DRA Properties, LC, for required public infrastructure improvements associated with the development of Lot 4, Park Sight Office Park at Prairie Trail Plat 4.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

**SPACE ABOVE THIS LINE FOR RECORDER**

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA, AND DRA PROPERTIES, LC**

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the “City”) has received a traffic impact study from DRA Properties, LC (hereinafter the “Developer”) regarding the planned development of the Lot 4, Park Sight Office Park Plat 4 (hereinafter the “Project”); and

**WHEREAS**, the November 14, 2024 Traffic Study (“Current Traffic Study”) shows that additional traffic generated from the Project will require a traffic signal at the intersection of SW State Street and SW Plaza Parkway (the “Intersection”); and

**WHEREAS**, the Current Traffic Study contemplates that a traffic signal is warranted and needed at the Intersection due to the traffic generated from the Development; and

**WHEREAS**, the traffic signal is not currently programmed into the City’s current Capital Improvement Program (“CIP”); and

**WHEREAS**, Developer has agreed that the Developer and its engineers will design and bid the project and construct the traffic signal according to the plans approved by the City.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The Developer will design and construct the traffic signal at the Intersection and will have the construction completed and the new traffic signal fully operational prior to a temporary and/or final certificate of occupancy being issued for the Project.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the “Right of Way”) reasonably acceptable to Developer, which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the installation of the traffic signal. The Right-of-Way will be determined during the preliminary design phase of the traffic signal. The Right of Way shall be provided at no cost to the City.

3. The City agrees to reimburse the Developer fifty percent (50%) of the traffic signal construction costs, not to exceed \$180,000.00, as the City’s contribution to the traffic signal construction within thirty (30) days after the traffic signal has been completed and accepted by the City Council.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

**City:**

City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
Attn.: Don Clark, PE

**Developer:**

DRA Properties, L.C.  
1525 NE 36<sup>th</sup> Street  
Ankeny IA, 50021  
Attn: Tara Meredith

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their

duly authorized representative on this the 28 day of January, 2025.

**DRA PROPERTIES, LC**

By: Tara Meredith  
Tara Meredith, Secretary

**CITY OF ANKENY, IOWA**

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

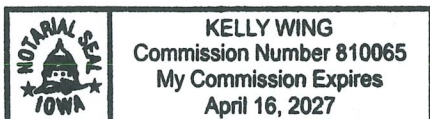
Attest:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

**STATE OF IOWA  
COUNTY OF POLK, ss:**

On the 28 day of January, 2025, before me, a Notary Public in and for said County and State personally appeared Tara Meredith, respectfully of DRA Properties, LC., to me personally known, who being by me duly sworn, did say that they are President and Secretary of DRA Properties, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kelly Wing  
Notary Public in and for said State of Iowa



**STATE OF IOWA  
COUNTY OF POLK, ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **BOBBI B. BENTZ** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Interim 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 \_\_\_\_\_, 2025, and the said **BOBBI B. BENTZ** 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





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located at 825 NW 36th Street, and associated with the development of Lot 1, Prairie Ridge Church Plat 1.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Accepting Storm Water Easement
2. Storm Water Management Easement





**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3558

---

**RESOLUTION**

**RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY  
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED AT  
825 NW 36<sup>TH</sup> STREET, AND ASSOCIATED WITH THE DEVELOPMENT OF  
LOT 1, PRAIRIE RIDGE CHURCH PLAT 1**

---

**WHEREAS**, the City Council approved Prairie Ridge Church Plat 1 final plat on January 3, 2005; and

**WHEREAS**, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 1, Prairie Ridge Church Plat 1 have been submitted and accepted by the City Engineer and Community Development Director of the City of Ankeny, Iowa.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 1, Prairie Ridge Church Plat 1 is hereby accepted.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

City Clerk  
410 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner, Nilles Associates, Inc 1933 SW Magazins Rd. Ankeny, Iowa 50023 Phone: 515 965-0123

**STORM WATER MANAGEMENT FACILITY  
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

**THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** is entered into between **PRAIRIE RIDGE CHURCH** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit **approval process**. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

**Lot 1, PRAIRIE RIDGE CHURCH PLAT 1**

(hereinafter referred to as the "Benefited Property").

**PART I – COVENANTS ON THE BENEFITED PROPERTY**

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

**SEE EXHIBITS B & C**

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners

Page 1 of 9



**("Owners") in Lot 1, PRAIRIE RIDGE CHURCH PLAT 1** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. **If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.**
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of **Lot 1, PRAIRIE RIDGE CHURCH PLAT 1** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and



Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/1 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

## **PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE**

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

### Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

### Grass and Bioretention Swales:



- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
  - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
  - c. Remove all trash, litter, debris or obstructions in the Easement Area.
  - d. Inspect for erosion in the riparian buffer on an annual basis.
  - e. Inspect and determine the depth of the riparian buffer on an annual basis.
  - f. Remove any sediment accumulated greater than 25% of the original design depth.
  - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
  - h. All repairs shall conform to the original design.
  - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
- 14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
  - 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
  - 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
  - 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
  - 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
  - 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
  - 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
  - 21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

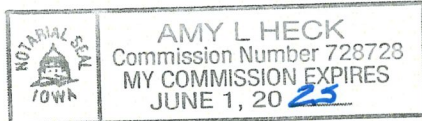
Signed this 5TH day of Feb., 2025

Grantor: **Prairie Ridge Church**

By: *Angi Bright*  
Name: Angi Bright  
Title: Director of Operations

STATE OF IOWA, COUNTY OF POLK, ss:

On this 5TH day of February, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared Angi Bright, to me personally known, who being by me duly sworn, did say that she is the Director of Operations, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the Prairie Ridge Church, by it and by her voluntarily executed.



*Amy L. Heck*  
Notary Public in and for the State of Iowa

**CITY OF ANKENY, IOWA**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

**Owner: Prairie Ridge Church**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IOWA, COUNTY OF POLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that \_\_\_\_\_, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**EXHIBIT A**

**AGREEMENT AND WAIVER  
POST CONSTRUCTION STORM WATER MANAGEMENT**

**THIS AGREEMENT** made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **PRAIRIE RIDGE CHURCH** hereinafter referenced the PROPERTY OWNERS.

**WITNESSETH:**

**WHEREAS**, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

**WHEREAS**, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

**WHEREAS**, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

**WHEREAS**, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

**WHEREAS**, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

**SEE EXHIBITS B & C**

and applies to the property described as:

**Lot 1, PRAIRIE RIDGE CHURCH PLAT 1**

**NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:**

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
  - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
  - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and



- C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
  - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
  - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree **to accept responsibility for the assessment which is thus assessed against the Owner's property.**
  - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the **City's engineering staff** and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

**PROPERTY OWNER NAME: PRAIRIE RIDGE CHURCH**

By Angi Bright  
Name Angi Bright  
Date 2/16/2025  
Witness Angela Derby  
Name Angela Derby

**LENDER NAME:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## EXHIBIT "B"

### PREPARED FOR

CITY OF ANKENY  
410 WEST 1ST STREET  
ANKENY, IOWA 50023

### PROPRIETOR

PRAIRIE RIDGE CHURCH  
c/o ANGI BRIGHT  
825 NW 36TH STREET  
ANKENY, IOWA 50023



SCALE

### SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 1, PRAIRIE RIDGE CHURCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

### DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 1, PRAIRIE RIDGE CHURCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S 89° 43' 50" E, A DISTANCE OF 178.22 FEET, TO THE POINT OF BEGINNING; THENCE S 89° 43' 50" E, A DISTANCE OF 284.72 FEET; THENCE S 27° 44' 28" E, A DISTANCE OF 48.97 FEET; THENCE S 11° 16' 53" W, A DISTANCE OF 38.23 FEET; THENCE S 67° 27' 58" W, A DISTANCE OF 90.97 FEET; THENCE S 79° 46' 34" W, A DISTANCE OF 41.60 FEET; THENCE N 77° 16' 43" W, A DISTANCE OF 105.37 FEET; THENCE S 64° 20' 10" W, A DISTANCE OF 144.99 FEET; THENCE S 85° 14' 54" W, A DISTANCE OF 34.43 FEET; THENCE N 51° 23' 25" W, A DISTANCE OF 32.24 FEET; THENCE N 00° 17' 12" E, A DISTANCE OF 80.75 FEET; THENCE N 60° 40' 56" E, A DISTANCE OF 134.76 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.095 ACRES (47,700 SQUARE FEET) MORE OR LESS.

### LEGEND



SUBJECT EASEMENT AREA

P.O.C.

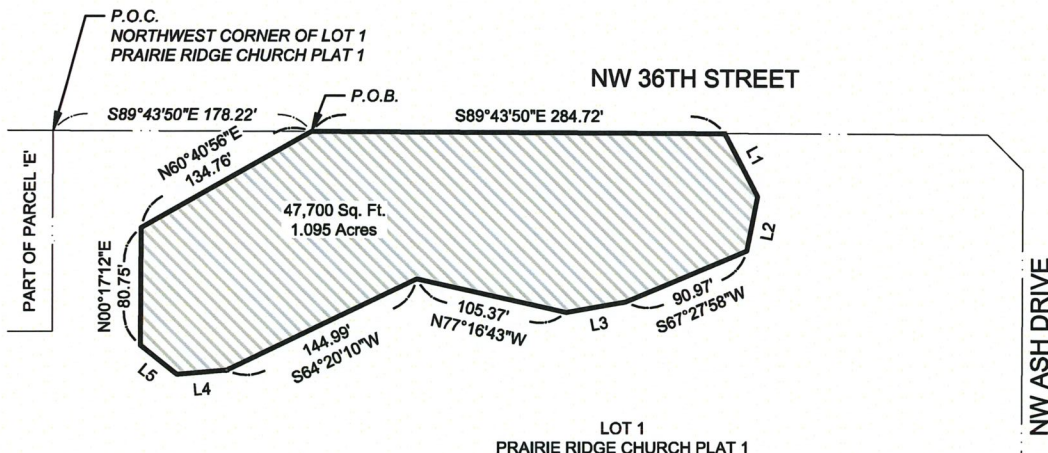
EXISTING BOUNDARY LINE

P.O.B.

POINT OF COMMENCEMENT  
POINT OF BEGINNING

### LINE TABLE

| Line # | Direction   | Length |
|--------|-------------|--------|
| L1     | S27°44'28"E | 48.97' |
| L2     | S11°16'53"W | 38.23' |
| L3     | S79°46'34"W | 41.60' |
| L4     | S85°14'54"W | 34.43' |
| L5     | N51°23'25"W | 32.24' |



1933 SW MAGAZINE ROAD  
ANKENY, IOWA  
50023-2555  
(515) 965-0123 PHONE  
(515) 965-3322 FAX  
www.nillesinc.com

PROJECT: PRAIRIE RIDGE CHURCH  
LOCATION: 825 NW 36TH ST, ANKENY, IOWA

NAI No.: 24110  
DATE: 11/01/24  
DRAWN BY: JHP  
CHECKED BY: ADS  
DWG No.: 1/1  
SHEET TITLE: EX-B

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## EXHIBIT "C"

### PREPARED FOR

CITY OF ANKENY  
410 WEST 1ST STREET  
ANKENY, IOWA 50023

### PROPRIETOR

PRAIRIE RIDGE CHURCH  
c/o ANGI BRIGHT  
825 NW 36TH STREET  
ANKENY, IOWA 50023

### LEGEND



P.O.C.  
P.O.B.

SUBJECT EASEMENT AREA  
EXISTING BOUNDARY LINE  
POINT OF COMMENCEMENT  
POINT OF BEGINNING

### SUBJECT PROPERTY LEGAL DESCRIPTION

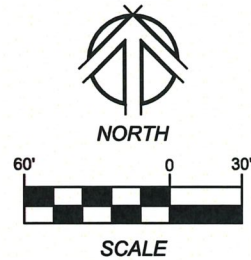
LOT 1, PRAIRIE RIDGE CHURCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

### DESCRIPTION OF PROPOSED EASEMENT

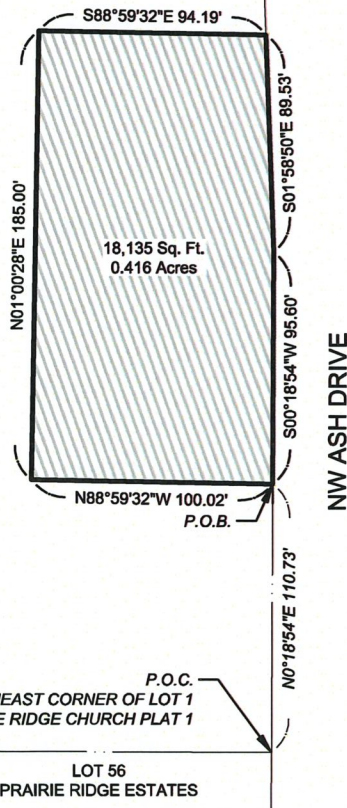
THAT PART OF LOT 1, PRAIRIE RIDGE CHURCH PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N 00° 18' 54" E, A DISTANCE OF 110.73 FEET, TO THE POINT OF BEGINNING; THENCE N 88° 59' 32" W, A DISTANCE OF 100.02 FEET; THENCE N 01° 00' 28" E, A DISTANCE OF 185.00 FEET; THENCE S 88° 59' 32" E, A DISTANCE OF 94.19 FEET; THENCE S 01° 58' 50" E, A DISTANCE OF 89.53 FEET THENCE S 00° 18' 54" W, A DISTANCE OF 95.60 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.416 ACRES (18,135 SQUARE FEET) MORE OR LESS.



LOT 1  
PRAIRIE RIDGE CHURCH PLAT 1



**NILES ASSOCIATES**  
1933 SW MAGAZINE ROAD  
ANKENY, IOWA  
50023-2555  
(515) 965-0123 PHONE  
(515) 965-3322 FAX  
www.nilesinc.com

PROJECT: **PRAIRIE RIDGE CHURCH**  
LOCATION: **825 NW 36TH ST, ANKENY, IOWA**

|                          |                    |                             |
|--------------------------|--------------------|-----------------------------|
| NAI No.:<br><b>24110</b> | DRAWN BY:<br>JHP   | DWG No.:<br><b>1/1</b>      |
| DATE:<br>11/14/24        | CHECKED BY:<br>ADS | SHEET TITLE:<br><b>EX-C</b> |

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement between the City of Ankeny, Iowa and Prairie Ridge Church, Iowa, regarding traffic improvement items identified in the November 5, 2024 Traffic Study associated with the development of Lot 1, Prairie Ridge Church Plat 1.

ORIGINATING DEPARTMENT

Community Development

COUNCIL GOAL

Ensure Economic Vitality

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Development Agreement

## 2. Development Agreement



**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

---

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3558

---

**RESOLUTION**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ANKENY, IOWA AND PRAIRIE RIDGE CHURCH, IOWA,  
REGARDING TRAFFIC IMPROVEMENT ITEMS IDENTIFIED IN THE NOVEMBER 5, 2024  
TRAFFIC STUDY ASSOCIATED WITH THE DEVELOPMENT OF  
LOT 1, PRAIRIE RIDGE CHURCH PLAT 1**

---

**WHEREAS**, City staff and Prairie Ridge Church, Iowa, have entered into a development agreement that outlines certain terms and conditions regarding public infrastructure improvements identified in the traffic study submitted November 5, 2024 for Lot 1, Prairie Ridge Church Plat 1; and

**WHEREAS**, City staff and Prairie Ridge Church, Iowa, have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Prairie Ridge Church, Iowa, for required public infrastructure improvements associated with the development of Lot 1, Prairie Ridge Church Plat 1.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

**SPACE ABOVE THIS LINE FOR RECORDER**

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA, AND PRAIRIE RIDGE CHURCH, IOWA**

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the “City”) has received a site plan from the Prairie Ridge Church, Iowa (hereinafter the “Developer”) regarding the construction of the site plan “Prairie Ridge Church Addition & Renovation”; and

**WHEREAS**, the November 5, 2024 Traffic Study approved by the City (“Current Traffic Study”) shows that traffic generated from Prairie Ridge Church will require westbound left-turn lanes at both church access locations on NW 36<sup>th</sup> Street (hereinafter the “Improvements”); and

**WHEREAS**, the City has programmed the NW 36<sup>th</sup> Street Widening – NW State Street to NW Ash Drive (hereinafter the “City Project”) into the City’s current Capital Improvement Program (CIP). The City Project is currently programmed as a high priority project to be completed between 2030 and 2038, schedule subject to change by the City; and

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and construct the Improvements on NW 36<sup>th</sup> Street as part of the City Project.
2. The Developer agrees to reimburse the City for all construction not-to-exceed costs associated with the Improvement. The maximum reimbursement amount is estimated at this time to be \$104,330.00, as shown on Exhibit A. The actual reimbursement amount will be based on the actual certified construction costs at the time of project completion, up to a maximum of \$104,330.00. Payment shall be made by the Developer to the City within thirty (30) days after the public improvements for the City Project have been completed and accepted by the City Council.
3. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the “Right of Way”) necessary for any street, public utility, pedestrian ramp, or other improvements needed to complete the City Project. The Right of Way shall be provided at no cost to the City.
4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

**City:**

City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
Attn.: Don Clark, PE

**Prairie Ridge Church:**

Prairie Ridge Church  
825 NW 36<sup>th</sup> Street  
Ankeny, IA 50023  
Attn.: Angi Bright, Director of Operations

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.



IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 5th day of February, 2025.

**PRAIRIE RIDGE CHURCH**

By: Angi Bright  
Angi Bright, Director of Operations

**CITY OF ANKENY, IOWA**

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

Attest:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 5th day of February, 2025,  
before me, a Notary Public in and for said County and  
State personally appeared Angi Bright, Director of  
Operations, to me personally known, who being by me  
duly sworn, did say that she is the Director of Operations  
of Prairie Ridge Church executing the within and  
foregoing instrument and acknowledged that he executed  
the same as his voluntary act and deed of the corporation,  
by it and by him voluntarily executed.

Amy L Heck  
Notary Public in and for said State of Iowa



**STATE OF IOWA, COUNTY OF POLK, ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
before me, the undersigned, a Notary Public in and for the  
State of Iowa, personally appeared **BOBBI B. BENTZ** 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 \_\_\_\_\_, 2025,  
and the said **BOBBI B. BENTZ** 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

**NW 36th St. Widening -Prairie Ridge Church  
Opinion of Probable Costs - 02/04/25**

**Two - Left Turn Lanes**

| Item No. | Item Description                     | Unit | Quantity | Unit Price                                 | Total Price          |
|----------|--------------------------------------|------|----------|--------------------------------------------|----------------------|
| 1        | Excavation, Class 10                 | CY   | 233      | \$ 10.00                                   | \$ 2,330.00          |
| 2        | Subgrade Preparation, 6 Inch Depth   | SY   | 708      | \$ 2.50                                    | \$ 1,770.00          |
| 3        | Subbase, Modified, 8 Inch Depth      | SY   | 708      | \$ 10.00                                   | \$ 7,080.00          |
| 4        | Pavement, PCC, 9 Inch Depth          | SY   | 708      | \$ 80.00                                   | \$ 56,640.00         |
| 5        | Concrete Median, 6 Inch Depth        | SY   | 120      | \$ 80.00                                   | \$ 9,600.00          |
| 6        | Curb & Gutter Removal                | LF   | 70       | \$ 20.00                                   | \$ 1,400.00          |
| 7        | PCC Pavement Samples and Testing     | LS   | 1        | \$ 1,000.00                                | \$ 1,000.00          |
| 8        | Painted Pavement Markings, Durable   | STA  | 7.0      | \$ 100.00                                  | \$ 700.00            |
| 9        | Painted Symbols and Legends, Durable | EA   | 2        | \$ 225.00                                  | \$ 450.00            |
| 10       | Grooves Cut for Pavement Markings    | STA  | 7.0      | \$ 85.00                                   | \$ 595.00            |
| 11       | Grooves Cut for Symbols and Legends  | EA   | 2        | \$ 125.00                                  | \$ 250.00            |
| 12       | Temporary Traffic Control            | LS   | 1        | \$ 1,000.00                                | \$ 1,000.00          |
| 13       | Mobilization                         | LS   | 1        | \$ 5,000.00                                | \$ 5,000.00          |
|          |                                      |      |          | <b>Construction Subtotal =</b>             | <b>\$ 87,820.00</b>  |
|          |                                      |      |          | <b>5% Contingency =</b>                    | <b>\$ 4,391.00</b>   |
|          |                                      |      |          | <b>Total =</b>                             | <b>\$ 92,211.00</b>  |
|          |                                      |      |          | <b>2.5% Inflation over 5 years Total =</b> | <b>\$ 104,328.28</b> |



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed for additional SE 90th Street right of way, subdivision bonds for seeding and erosion control, and platted and offsite easements for I-80 Commerce Center Plat 1 Final Plat.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

I-80 Commerce Center is a proposed 17.79 acre (+/-) plat located west of SE Four Mile Drive and south of SE 90th Street. The subject plat creates 2 buildable lots. The proposed plat is in general conformance with the I-80 Commerce Center PUD that was approved by the City Council November 15, 2021.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval on May 21, 2024.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. P&Z Minutes
3. Final Plat
4. Staff Report
5. Aerial Map
6. Applicant Letter



**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

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Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3556

**RESOLUTION**

**RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED FOR ADDITIONAL SE 90<sup>TH</sup> STREET  
RIGHT OF WAY, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, AND PLATTED  
AND OFFSITE EASEMENTS FOR I-80 COMMERCE CENTER PLAT 1**

---

**WHEREAS**, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for I-80 Commerce Center Plat 1 on the 21<sup>st</sup> day of May, 2024; and

**WHEREAS**, the attorney's title opinion, warranty deed for additional SE 90<sup>th</sup> Street right of way, subdivision bonds for seeding and erosion control, and platted and offsite easements have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That the final plat for I-80 Commerce Center Plat 1 is hereby approved; and
2. That the warranty deed for additional SE 90<sup>th</sup> Street right of way is hereby accepted;
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the Public Sanitary Sewer, Public Utility, Public Gas Easements, and Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement are hereby accepted; and
5. That the offsite Public Water Main and Public Sanitary Sewer Easements are hereby accepted.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**Meeting Minutes**  
**Plan & Zoning Commission Meeting**  
Tuesday, May 21, 2024  
Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

**CALL TO ORDER**

Chair Ted Rapp called the May 21, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

**ROLL CALL**

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

**AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the May 21, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

**CONSENT AGENDA ITEMS**

**Item #2. I-80 Commerce Center Plat 1**

Motion to recommend City Council approval of I-80 Commerce Center Plat 1.

Motion by L.West to approve the recommendations for Consent Agenda Item(s) #1 - #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.



# I-80 COMMERCE CENTER PLAT 1

## FINAL PLAT

### INDEX LEGEND

SURVEYOR'S NAME:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
SGRIFING@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PARCEL 2024-75 & PARCEL 2024-82  
NE1/4-NE1/4  
SECTION 18-79-23  
REQUESTED BY:  
EDGED DES MOINES, LLC  
RETURN TO:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023

### PROPERTY DESCRIPTION

PARCEL 2024-75, AND PARCEL 2024-82 AS RECORDED IN BOOK 19816, PAGE 689 OF THE POLK COUNTY RECORDER'S OFFICE AND BEING A PART OF 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 AND CONTAINING 17.79 ACRES (774,732 S.F.).

### AREA SUMMARY

GROSS AREA: 17.79 ACRES (774,732 SF)

### OWNER

EDGED DES MOINES LLC  
30 OLD KINGS HIGHWAY SOUTH #1005  
DARIEN, CT 06820  
CONTACT: DENVER PARYS  
PHONE: 813-245-3483  
DENVER.PARYS@EDGED.US

### APPLICANT

EDC VENTURE LLC  
30 OLD KINGS HIGHWAY SOUTH #1005  
DARIEN, CT 06820  
CONTACT: DENVER PARYS  
PHONE: 813-245-3483  
DENVER.PARYS@EDGED.US

### ZONING

PUD: PLANNED UNIT DEVELOPMENT-I-80 COMMERCE CENTER

### BULK REGULATIONS

LOT AREA: NO MINIMUM  
LOT WIDTH: NO MINIMUM  
MINIMUM LOT SETBACKS:

FRONT - 50'  
SIDE - NONE  
REAR - 40'

\*MAXIMUM HEIGHT:  
PRINCIPAL STRUCTURES - 75'  
MAXIMUM STORIES: 5

\*AS REGULATED BY THE I-80 COMMERCE CENTER PUD AND BY THE ANKENY REGIONAL AIRPORT ZONING IN CHAPTER 201 OF THE ANKENY MUNICIPAL CODE.

### DATE OF SURVEY

MARCH 13, 2024

### FEMA FIRM DESIGNATION

THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE "X", BEING AREA OF MINIMAL FLOOD HAZARD, AS PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ANKENY, IOWA, PANEL NUMBER 19153C0215F AND 19153C0220F, EFFECTIVE DATE FEBRUARY 1, 2019.

### NOTES

- THIS FINAL PLAT SHALL CONFORM TO THE REQUIREMENTS OF THE APPROVED I-80 COMMERCE CENTER PUD.
- DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PUBLIC ROW ADJACENT THE PROPERTY. SIDEWALK INSTALLATION SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS UPON DEVELOPMENT OF THEIR LOT.
- STREET LOT A TO BE DEDICATED TO THE CITY OF ANKENY.
- PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.
- THE EASEMENTS SHOWN ON THIS PLAT WILL BE GRANTED TO THE CITY OF ANKENY THROUGH SEPARATE INSTRUMENTS RECORDED ON EVEN DATE WITH THIS PLAT.

### LEGEND

#### SURVEY

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  
EASEMENT LINE

Found

Set

RECEIVED

JAN 24 2025

CITY OF ANKENY

ROLL CALL  
Plan & Zoning Commission  
Ankeny, IA  
Date: May 21, 2024  
Ayes: 7, Nays: 0, Abstain: 1, Absent: 0  
APPROVED  
Chairperson: J. Rapp  
Secretary: D. Hughes

### SE 90TH STREET

NE Corner Parcel 2024-82 & NW Corner Parcel 2024-75

PT. SE1/4-SE1/4  
SECTION 7-79-23

N89°17'06"W 1319.97' P  
S89°16'53"E 1319.99' M&R

STREET LOT A 20,531 SF 849.22'

864.58'

S89°16'53"E 1178.11'

10' PUE

7' GAS EASEMENT

10' SANITARY SEWER EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASEMENT

30' Water Main Easement (Book 4812, Page 948)

10' PUE

Existing 120.00' R.O.W.

PARCEL "A" (BOOK 7741, PAGE 351)

SE1/4-NE1/4 SECTION 18-79-23

Found 3/4" Gas Pipe With Orange Plastic Cap #12971

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| CURVE TABLE |           |        |            |         |                      |
|-------------|-----------|--------|------------|---------|----------------------|
| CURVE NO.   | Δ         | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/LENGTH |
| C1          | 89°05'33" | 25.00' | 38.87'     | 24.61'  | N44°44'07"W 35.07'   |
| C2          | 90°00'00" | 65.00' | 102.10'    | 65.00'  | S45°43'09"W 91.92'   |
| C3          | 24°05'34" | 65.00' | 27.33'     | 13.87'  | N23°34'55"E 27.13'   |
| C4          | 53°07'48" | 65.00' | 60.27'     | 32.50'  | S64°09'15"W 58.14'   |

### SE 90TH STREET

NW Corner Lot 2

NE Corner Lot 2

STREET LOT A

10' PUE

7' GAS EASMENT

10' SANITARY SEWER EASEMENT

25' PRIVATE INGRESS/EGRESS EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASMENT

10' SANITARY SEWER EASEMENT

25' PRIVATE INGRESS/EGRESS EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASMENT

10' SANITARY SEWER EASEMENT

### DETAIL A (1"=40')

10' PUE

7' GAS EASMENT

10' SANITARY SEWER EASEMENT

25' PRIVATE INGRESS/EGRESS EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASMENT

10' SANITARY SEWER EASEMENT

25' PRIVATE INGRESS/EGRESS EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASMENT

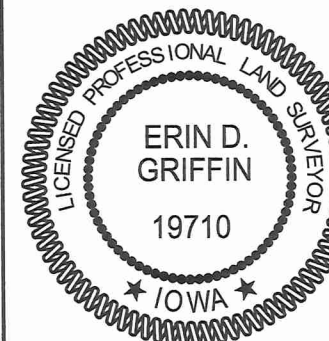
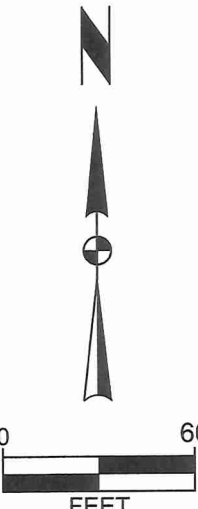
10' SANITARY SEWER EASEMENT

25' PRIVATE INGRESS/EGRESS EASEMENT

25' OVERHEAD TRANSMISSION LINE EASEMENT

7' GAS EASMENT

10' SANITARY SEWER EASEMENT



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 of 1



Project No: 124.0381.01

Sheet 1 of 1

Sheet 1 of 1

Sheet 1 of 1

Sheet 1 of 1

Sheet 1 of 1



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**Agenda Item:** I-80 Commerce Center Plat 1 – Final Plat  
**Report Date:** May 16, 2024  
**Prepared by:** Ryan Kirschman *ESL*  
Planner I

**Staff Recommendation:**

That the Plan and Zoning Commission recommend City Council approval of the I-80 Commerce Center Plat 1 Final Plat.

**Project Summary:**

I-80 Commerce Center Plat 1 is a proposed 17.31 acres (+/-), located north of I-80, west of SE Four Mile Drive, and south of SE 90th St. The property is zoned PUD, I-80 Commerce Center PUD. The subject plat consists of creating two buildable lots anticipated to be utilized for a data center and an electrical substation.

**Project Report:**

**Streets:** There are no new proposed streets with this plat.

**Water:** The applicant is proposing to install a 12-inch water main that will be installed along SE 90<sup>th</sup> Street and 8-inch water main to service the proposed site.

**Sewer:** 8-inch sanitary sewer will be installed along SE 90<sup>th</sup> Street by the applicant. The applicant is proposing 8-inch sanitary sewer to service the proposed site.

**Drainage:** The proposed site has highpoints in the southern portion of the proposed lots and along SE 90<sup>th</sup> Street. Generally, lot 1 drains to the north where a detention basin is located and lot 2 drains to the north and east. This plat lies in the Middle Four Mile Creek watershed and all storm water from the site will ultimately flow into Four Mile Creek. The proposed storm water controls are generally consistent with the storm water management master plan for I-80 Commerce Center PUD.

**Parkland:** Dedication not required for a Commercial Development.

**CITY OF ANKENY  
SUBDIVISION DATA**

**NAME OF PLAT:** I-80 Commerce Center Plat 1  
**NAME OF OWNER/ DEVELOPER:** Edged Des Moines, LLC

---

**GENERAL INFORMATION:**

**PLAT LOCATION:** South of SE 90<sup>th</sup> Street, west of SE Four Mile Drive, and north of I-80  
**SIZE OF PLAT:** 17.31 acres  
**ZONING:** I-80 Commerce Center PUD

**LOTS:**

**NUMBER:** 2 buildable lots;  
**SIZE/DENSITY:** Lot 1 12.31 Acres; Lot 2 5 Acres  
**USE:** Data Center  
**BUILDING LINES:** **Flex**  
Front: 50'  
Rear: 40'  
Side: No minimum, 50' when adjacent to residential  
Max Height: 75'

**PARK SITE DEDICATION:**

Dedication not required for a Commercial Development.

**WASTE WATER:**

PROJECTED FLOWS: 17.31 acres of land X 3000 gal. per day/acre of developable land = 51,930 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

**STORM WATER:**

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin.

**WATER SYSTEM:**

USAGE: 17.31 acres of land X 1000 gal. per day/acre of developable land = 17,310 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

**FINAL PLAT DRAWING:**

Staff recommends approval.

**CONSTRUCTION PLANS:**

To be approved.







January 24, 2025

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

RE: FINAL PLAT UPDATED- RESUBMITTAL  
I-80 COMMERCE CENTER PLAT 1  
EDGED DES MOINES LLC  
PARCEL 2024-75 AND PARCEL 2024-84  
PART OF THE NE ¼, NE ¼ OF SECTION 18, T80N, R23W  
S&A Project No. 124.0381.01

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

On behalf of Edged Des Moines LLC, as Owner, please find accompanying the revised Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications and we respectfully request the City's review and approval. The site plan will illustrate development for one (1) lot for a future data center use being 14.59 acres and one (1) for potential Mid-American Energy substation use being 2.72 acres.

As requested, we have addressed the Tech Review comments through plan modification and discussions with Staff.

Please find accompanying the following items with this submittal:

- Six (6) signed and certified copies of the Final Plat,
- One (1) copy each of the signed easement documents for public improvements and franchise utilities located on the plat (under separate cover),
- One (1) copy each of the signed easement plat documents for sanitary sewer and water main on the Commerce Center, LLC property,
- One (1) copy each of the signed three-party contract and bonds for public sanitary sewer and water main from Commerce Center, LLC,
- Legal documents provided by the Attorney (under separate cover),
- Erosion Control Bond or Letter of Credit for 17.3 acres at \$750 per acre for the Seeding bond amount of \$12,982.50 (under separate cover), and
- Silt Fence Bond or Letter of Credit for 3,715 LF of silt fence at \$2.50 per LF for the total amount of \$9,287.50 (under separate cover).

We respectfully request the City's review and approval of these items. Please let me know if you have any questions or require further information or material. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.



Brent K. Culp

Enclosure

cc: Kye Nielsen, The Will Group (w/enclosures emailed)  
File (electronic)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

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 the I-80 Commerce Center Plat 1.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, AND WATER MAIN IN I-80 COMMERCE CENTER PLAT 1**

---

**WHEREAS**, the plans and specifications for the construction of sanitary sewer, storm sewer, and water main in I-80 Commerce Center Plat 1 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 I-80 Commerce Center Plat 1.

**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** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Public Utility & Drainage Easement located on Outlot X, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

Snyder Development, LLC has requested the vacation of a Public Utility & Drainage Easement located on Outlot X, Haws Plat 1. The vacated easement will be replaced with other easement(s) to facilitate future development.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice
3. Easement Vacation Plat
4. Applicant Letter

## **RESOLUTION**

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ON OUTLOT X, HAWS PLAT 1**

---

**WHEREAS**, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider a request to vacate a public utility and drainage easement located on Outlot X, Haws Plat 1, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

**WHEREAS**, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

**WHEREAS**, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as required by law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a public utility and drainage easement located on Outlot X, Haws Plat 1; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,  
IOWA, TO CONSIDER A REQUEST TO VACATE A PUBLIC UTILITY AND  
DRAINAGE EASEMENT LOCATED ON OUTLOT X, HAWS PLAT 1**

---

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a public utility and drainage easement located on Outlot X, Haws Plat 1, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

**NOTICE IS FURTHER GIVEN** that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Snyder Development, LLC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Michele Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2025.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020  
egriffin@snyder-associates.com  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT. OUTLOT 'X'  
HAWS PLAT 1  
SEC. 35-80-24  
REQUESTED BY:  
SNYDER DEVELOPMENT LLC

VACATION PLAT

PUBLIC UTILITY & DRAINAGE EASEMENT VACATION DESCRIPTION

A PART OF OUTLOT 'X', HAWS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:  
  
BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 89°25'47" WEST ALONG THE SOUTH LINE OF SAID OUTLOT 'X', 263.24 FEET TO A SOUTHERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 00°26'21" WEST CONTINUING ALONG SAID SOUTH LINE, 16.96 FEET TO A SOUTHERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 88°42'54" WEST CONTINUING ALONG SAID SOUTH LINE, 102.45 FEET TO A SOUTHERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 89°45'48" WEST CONTINUING ALONG SAID SOUTH LINE, 120.76 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 00°40'54" EAST ALONG THE WEST LINE OF SAID OUTLOT 'X', 444.25 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 89°37'34" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'X', 412.63 FEET TO A NORTHERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 00°22'33" EAST CONTINUING ALONG SAID NORTH LINE, 124.97 FEET TO A NORTHERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 89°37'27" WEST, 10.00 FEET; THENCE NORTH 00°22'33" WEST, 114.97 FEET; THENCE SOUTH 89°37'34" WEST, 392.82 FEET; THENCE SOUTH 00°40'54" WEST, 424.27 FEET; THENCE NORTH 89°45'48" EAST, 110.51 FEET; THENCE NORTH 88°39'19" EAST, 92.66 FEET; THENCE NORTH 00°26'21" EAST, 16.98 FEET; THENCE NORTH 89°25'47" EAST, 263.27 FEET; THENCE NORTH 00°37'17" EAST, 229.84 FEET; THENCE NORTH 89°46'02" EAST, 10.00 FEET TO A EASTERLY CORNER OF SAID OUTLOT 'X'; THENCE SOUTH 00°37'17" WEST ALONG THE EAST LINE OF SAID OUTLOT 'X', 239.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.39 ACRES. (16,857 S.F.).  
  
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY  
11/04/2024

OWNER  
SNYDER DEVELOPMENT LLC  
2805 SW SNYDER BLVD., SUITE 103, PO BOX 1098  
ANKENY, IA 50023

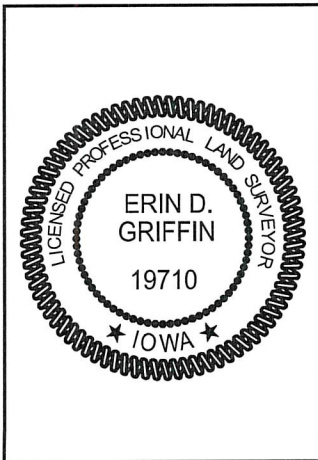
BASIS OF BEARING  
THE WEST LINE OF OUTLOT 'X', HAWS PLAT 1, AN  
OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 00°40'54"  
EAST.

LEGEND

FEATURES

- 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
- Yellow Plastic Cap
- Centerline
- Section Line
- 1/4 Section Line
- 1/4 1/4 Section Line
- Easement Line

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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.

11/21/24

Erin D. Griffin, PLS

Date

License Number

19710

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1 and 2, of 2

PT. OUTLOT 'X', HAWS PLAT 1

VACATION PLAT

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

SHEET 1 OF 2

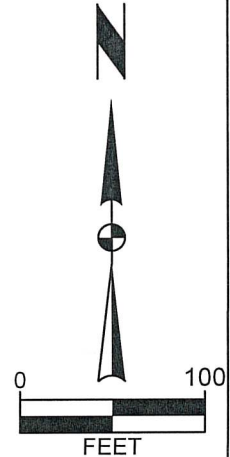
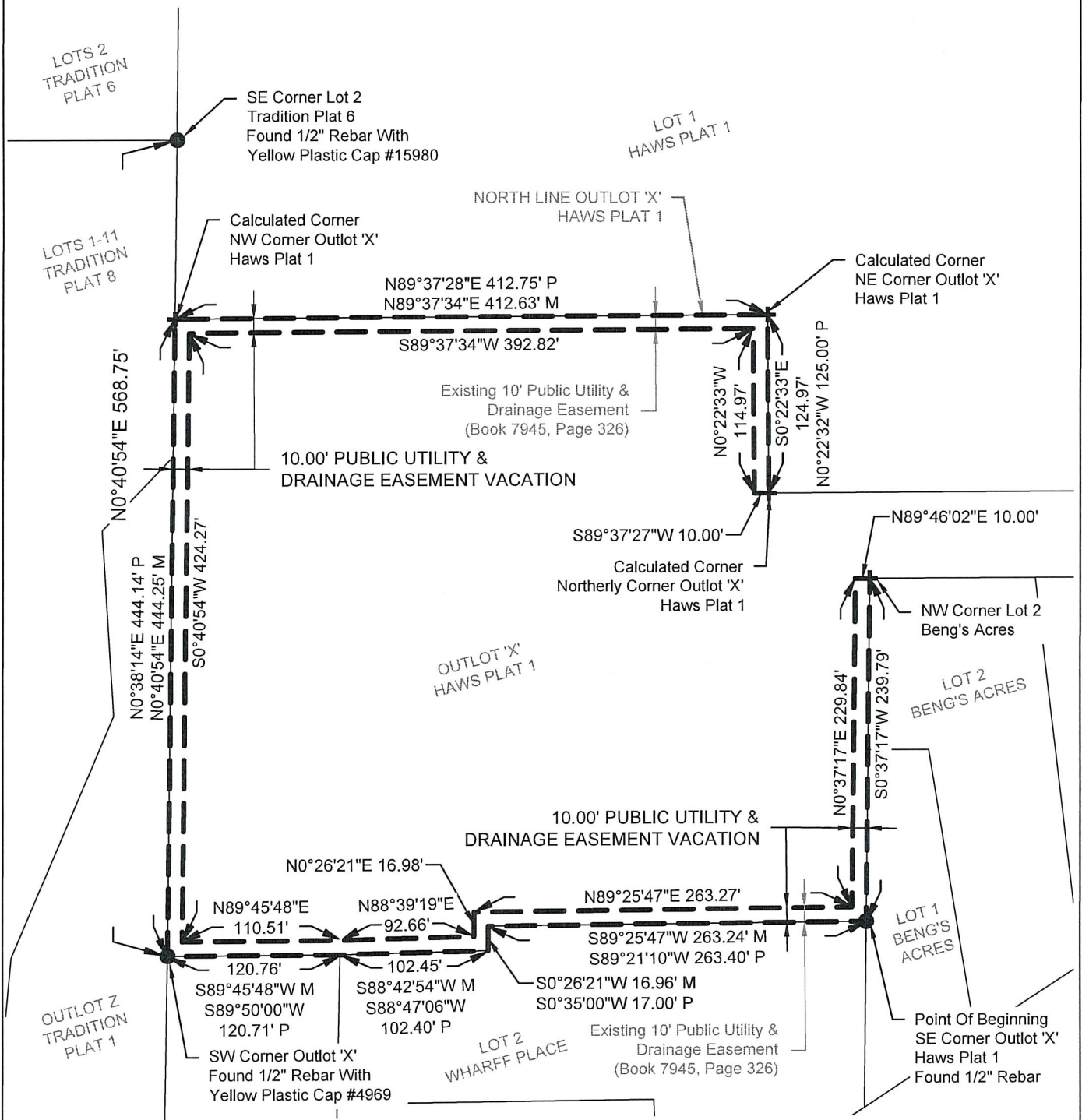
PN: 124.0584.01

T-R-S:80N-24W-35

DATE: 11/04/2024

PM/TECH: EDG/AJD

VACATION PLAT



|                                                                                     |  |                   |
|-------------------------------------------------------------------------------------|--|-------------------|
| PT. OUTLOT 'X', HAWS PLAT 1                                                         |  | SHEET 2 OF 2      |
| VACATION PLAT                                                                       |  | PN: 124.0584.01   |
|  |  | T-R-S: 80N-24W-35 |
|                                                                                     |  | DATE: 11/04/2024  |
|                                                                                     |  | PM/TECH: EDG/AJD  |

November 21, 2024

Derek Silverthorn, Planner  
City of Ankeny Public Services Building  
220 W. First Street  
Ankeny, IA 50023

RE: EASEMENT VACATION REQUEST  
LAKEVIEW WOODS PLAT 1- COMMERCIAL SUBDIVISION

Members of the Commission:

On behalf of Snyder Development LLC, please see the attached easement vacation documents for the vacation of four existing easements on property located in Haws Plat 1. The Owner plans to replat the area for four commercial lots and these easements are no longer needed nor appropriate for the new development.

Our team is working with City Staff to complete a final plat, public construction plans and a site plan for development improvements, and new easements have been shown on these documents to support development within the plat.

Please review the attached application forms, vacation exhibits and \$1,600 check for the review fee. One of these vacation requests has been sent out to the IDOT (*Ditch and Dike Easement*), and another (*PUE and Drainage Easement*) is being sent to utility providers for their review and release. We believe the other two of these easements can be released by the City (*Sanitary Sewer* and *Sloping & Grading* easements).

Feel free to reach out with any questions or requests for additional information.

Sincerely,

SNYDER & ASSOCIATES, INC.



Tim West, PLA  
Project Manager

cc: Ben Snyder, Snyder Development LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate an Easement to Construct & Maintain Ditch & Dike located on Lot 1 and Lot A, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

Snyder Development, LLC has requested the vacation of an Easement to Construct & Maintain Ditch & Dike located on Lot 1 and Lot A, Haws Plat 1. The vacated easement will be replaced with other easement(s) to facilitate future development.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice
3. Easement Vacation Plat
4. Applicant Letter

## **RESOLUTION**

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE AN EASEMENT TO CONSTRUCT & MAINTAIN DITCH & DIKE LOCATED ON LOT 1, HAWS PLAT 1**

---

**WHEREAS**, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider a request to vacate an easement to construct & maintain ditch & dike located on Lot 1, Haws Plat 1, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

**WHEREAS**, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

**WHEREAS**, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as required by law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate an easement to construct & maintain ditch & dike located on Lot 1, Haws Plat 1; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,  
IOWA, TO CONSIDER A REQUEST TO VACATE AN EASEMENT TO CONSTRUCT &  
MAINTAIN DITCH & DIKE, LOCATED ON LOT 1, HAWS PLAT 1**

---

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider a request to vacate an easement to construct & maintain ditch & dike, located on Lot 1, Haws Plat 1, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

**NOTICE IS FURTHER GIVEN** that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Snyder Development, LLC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

\_\_\_\_\_  
Michele Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2025.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020  
egriffin@snyder-associates.com

SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
PT. LOT 1 & PT. LOT A  
HAWS PLAT 1  
SEC. 35-80-24

REQUESTED BY:  
SNYDER DEVELOPMENT LLC

VACATION PLAT

EASEMENT TO CONSTRUCT & MAINTAIN DITCH & DIKE VACATION DESCRIPTION

A PART OF LOT 1 AND LOT A, HAWS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 00°11'42" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 49.95 FEET TO A NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 83°55'35" EAST CONTINUING ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF SAID LOT A, 539.97 FEET TO THE NORTHEAST CORNER OF SAID LOT A; THENCE SOUTH 00°28'07" WEST ALONG THE EAST LINE OF SAID LOT A, AND ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 59.99 FEET; THENCE SOUTH 81°04'35" WEST, 249.70 FEET; THENCE SOUTH 88°20'42" WEST, 289.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.78 ACRES (34,065 S.F.).  
  
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY  
11/04/2024

OWNER  
LOT 1 HAWS PLAT 1:  
SNYDER DEVELOPMENT LLC  
2805 SW SNYDER BLVD., SUITE 103, PO BOX 1098  
ANKENY, IA 50023  
  
LOT A HAWS PLAT 1:  
CITY OF ANKENY  
ROW DIVISION  
410 W 1ST ST  
ANKENY, IA 50023-1557

BASIS OF BEARING  
THE NORTH LINE OF LOT 1, HAWS PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 00°11'42" WEST.

LEGEND

FEATURES

FOUND SET

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  
Yellow Plastic Cap  
Centerline  
Section Line  
1/4 Section Line  
1/4 1/4 Section Line  
Easement Line

FOUND SET  
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ERIN D. GRIFFIN

19710

IOWA

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

01/08/2025

Date

License Number

19710

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1 and 2, of 2

PT. LOT 1, AND PT. LOT A, HAWS PLAT 1

VACATION PLAT

S

SNYDER

& ASSOCIATES

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

SHEET 1 OF 2

PN: 124.0584.01

T-R-S:80N-24W-35

DATE: 11/04/2024

PM/TECH: EDG/AJD

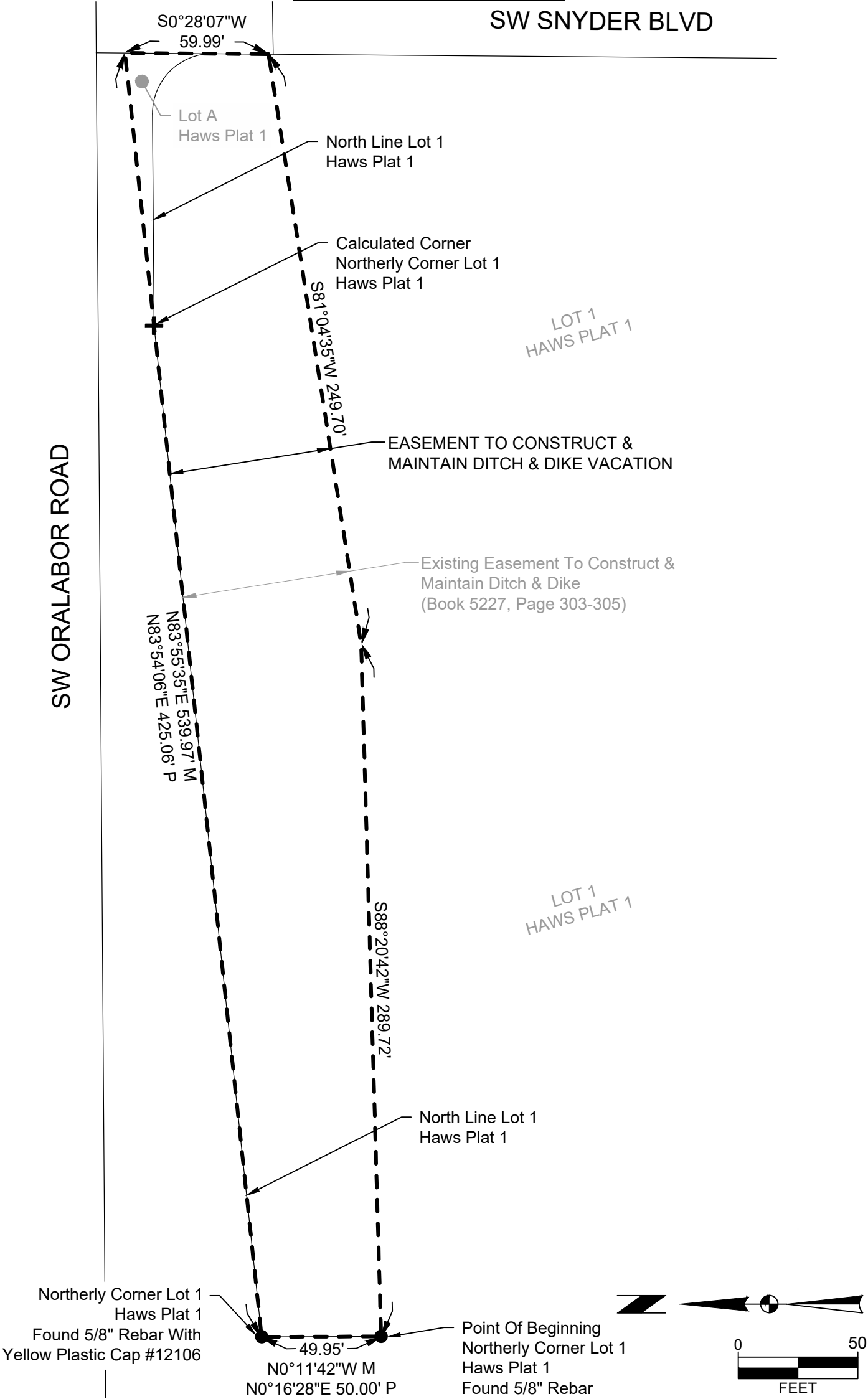
V:\Projects\2024\124.0584.01\CADD\IVACN\_1240584\_DITCH&DIKE.dwg

Page 484 of 755

VACATION PLAT

SW SNYDER BLVD

SW ORALABOR ROAD



PT. LOT 1, AND PT. LOT A, HAWS PLAT 1

VACATION PLAT



2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

|                  |
|------------------|
| SHEET 2 OF 2     |
| PN: 124.0584.01  |
| T-R-S:80N-24W-35 |
| DATE: 11/04/2024 |
| PM/TECH: EDG/AJD |

November 21, 2024

Derek Silverthorn, Planner  
City of Ankeny Public Services Building  
220 W. First Street  
Ankeny, IA 50023

RE: EASEMENT VACATION REQUEST  
LAKEVIEW WOODS PLAT 1- COMMERCIAL SUBDIVISION

Members of the Commission:

On behalf of Snyder Development LLC, please see the attached easement vacation documents for the vacation of four existing easements on property located in Haws Plat 1. The Owner plans to replat the area for four commercial lots and these easements are no longer needed nor appropriate for the new development.

Our team is working with City Staff to complete a final plat, public construction plans and a site plan for development improvements, and new easements have been shown on these documents to support development within the plat.

Please review the attached application forms, vacation exhibits and \$1,600 check for the review fee. One of these vacation requests has been sent out to the IDOT (*Ditch and Dike Easement*), and another (*PUE and Drainage Easement*) is being sent to utility providers for their review and release. We believe the other two of these easements can be released by the City (*Sanitary Sewer* and *Sloping & Grading* easements).

Feel free to reach out with any questions or requests for additional information.

Sincerely,

SNYDER & ASSOCIATES, INC.



Tim West, PLA  
Project Manager

cc: Ben Snyder, Snyder Development LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Sloping & Grading Easement located on Lot 1, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

Snyder Development, LLC has requested the vacation of a Sloping & Grading Easement located on Lot 1, Haws Plat 1. The vacated easement will be replaced with other easement(s) to facilitate future development.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice

3. Easement Vacation Plat
4. Applicant Letter

## **RESOLUTION**

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A SLOPING & GRADING EASEMENT LOCATED ON LOT 1, HAWS PLAT 1**

---

**WHEREAS**, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider a request to vacate a sloping & grading easement located on Lot 1, Haws Plat 1, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

**WHEREAS**, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

**WHEREAS**, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as required by law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a sloping & grading easement located on Lot 1, Haws Plat 1; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,  
IOWA, TO CONSIDER A REQUEST TO VACATE A SLOPING & GRADING  
EASEMENT LOCATED ON LOT 1, HAWS PLAT 1**

---

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a sloping & grading easement located on Lot 1, Haws Plat 1, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

**NOTICE IS FURTHER GIVEN** that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Snyder Development, LLC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

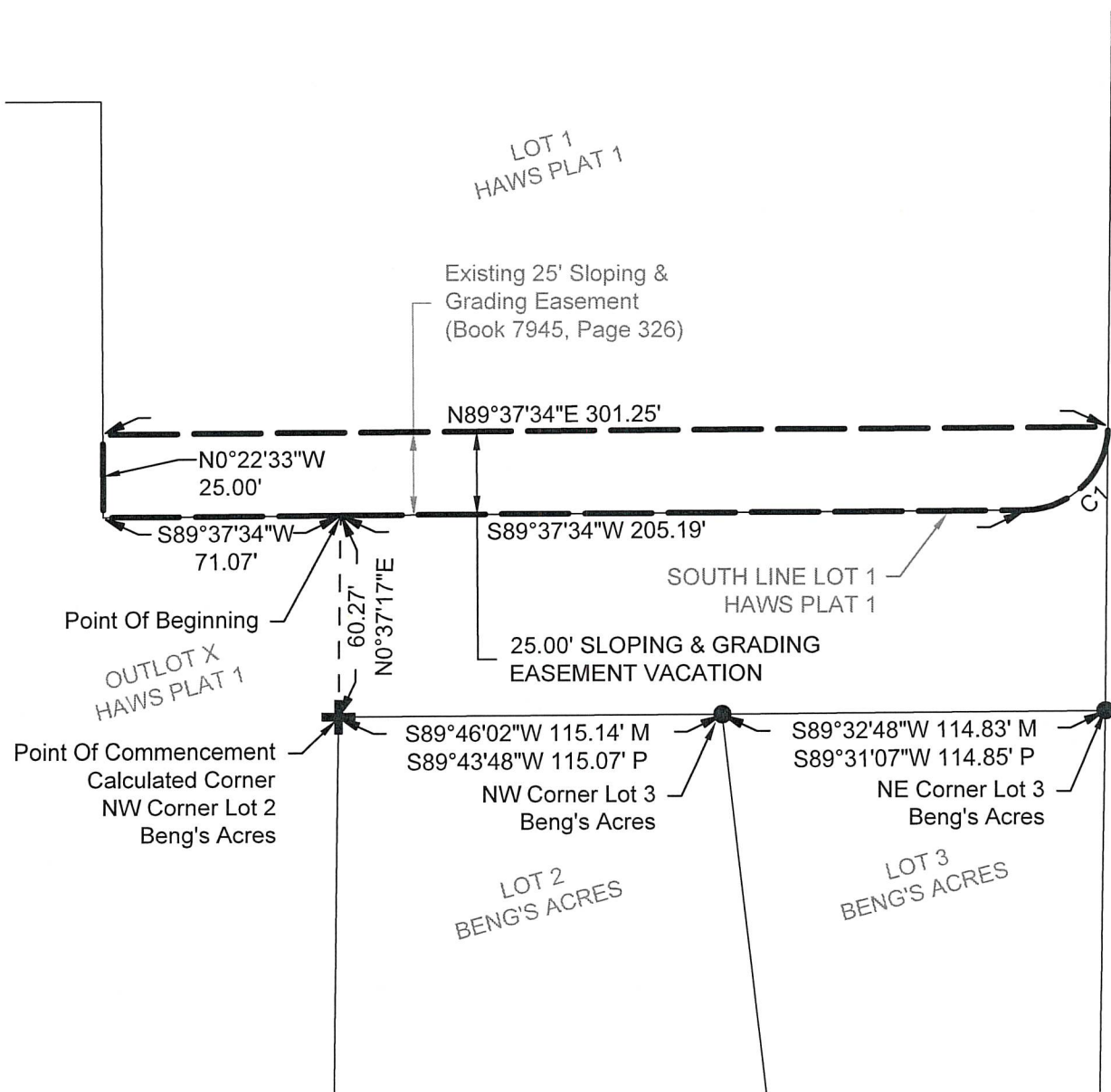
\_\_\_\_\_  
Michele Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2025.

SURVEYOR'S NAME / RETURN TO:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020  
egriffin@snyder-associates.com  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT. LOT 1  
HAWS PLAT 1  
SEC. 35-80-24  
REQUESTED BY:  
SNYDER DEVELOPMENT LLC

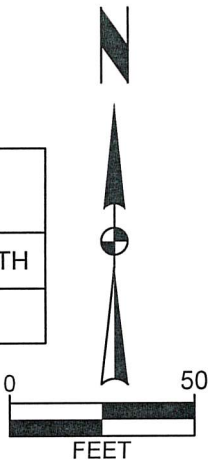
## Page 491 of 755

VACATION PLAT



CURVE TABLE

| CURVE NO. | Δ         | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/LENGTH |
|-----------|-----------|--------|------------|---------|----------------------|
| C1        | 89°58'17" | 25.00' | 39.26'     | 24.99'  | S44°37'20"W 35.35'   |



PT. LOT 1, HAWS PLAT 1  
VACATION PLAT



2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

|                   |
|-------------------|
| SHEET 2 OF 2      |
| PN: 124.0584.01   |
| T-R-S: 80N-24W-35 |
| DATE: 11/04/2024  |
| PM/TECH: EDG/AJD  |

November 21, 2024

Derek Silverthorn, Planner  
City of Ankeny Public Services Building  
220 W. First Street  
Ankeny, IA 50023

RE: EASEMENT VACATION REQUEST  
LAKEVIEW WOODS PLAT 1- COMMERCIAL SUBDIVISION

Members of the Commission:

On behalf of Snyder Development LLC, please see the attached easement vacation documents for the vacation of four existing easements on property located in Haws Plat 1. The Owner plans to replat the area for four commercial lots and these easements are no longer needed nor appropriate for the new development.

Our team is working with City Staff to complete a final plat, public construction plans and a site plan for development improvements, and new easements have been shown on these documents to support development within the plat.

Please review the attached application forms, vacation exhibits and \$1,600 check for the review fee. One of these vacation requests has been sent out to the IDOT (*Ditch and Dike Easement*), and another (*PUE and Drainage Easement*) is being sent to utility providers for their review and release. We believe the other two of these easements can be released by the City (*Sanitary Sewer* and *Sloping & Grading* easements).

Feel free to reach out with any questions or requests for additional information.

Sincerely,

SNYDER & ASSOCIATES, INC.



Tim West, PLA  
Project Manager

cc: Ben Snyder, Snyder Development LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing for a request to vacate a Sanitary Sewer Easement located on Lot 1 and Outlot X, Haws Plat 1 (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

Snyder Development, LLC has requested the vacation of a Sanitary Sewer Easement located on Lot 1 and Outlot X, Haws Plat 1. The vacated easement will be replaced with other easement(s) to facilitate future development.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice
3. Easement Vacation Plat
4. Applicant Letter

## **RESOLUTION**

### **RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A SANITARY SEWER EASEMENT LOCATED ON LOT 1 AND OUTLOT X, HAWS PLAT 1**

---

**WHEREAS**, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider a request to vacate a sanitary sewer easement located on Lot 1 and Outlot X, Haws Plat 1, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

**WHEREAS**, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

**WHEREAS**, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as required by law.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a sanitary sewer easement located on Lot 1 and Outlot X, Haws Plat 1; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF  
ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A SANITARY SEWER  
EASEMENT LOCATED ON LOT 1 AND OUTLOT X, HAWS PLAT 1**

---

**TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a sanitary sewer easement located on Lot 1 and Outlot X, Haws Plat 1, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

**NOTICE IS FURTHER GIVEN** that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Snyder Development, LLC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

**YOU ARE FURTHER AND SPECIFICALLY NOTIFIED** that the City Council will hold a public hearing at 5:30 p.m. on the 3<sup>rd</sup> day of March, 2025, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

**DATED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Michele Yuska, City Clerk

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2025.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
ERIN D. GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020  
egriffin@snyder-associates.com  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT. LOT 1 & OUTLOT 'X'  
HAWS PLAT 1  
SEC. 35-80-24  
REQUESTED BY:  
SNYDER DEVELOPMENT LLC

VACATION PLAT

SANITARY SEWER EASEMENT VACATION DESCRIPTION

A PART OF LOT 1, AND OUTLOT 'X', HAWS PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 00°40'54" EAST ALONG THE WEST LINE OF SAID OUTLOT 'X', 444.25 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE NORTH 89°37'34" EAST ALONG THE NORTH LINE OF SAID OUTLOT 'X', 282.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33°34'44" EAST, 5.48 FEET; THENCE NORTH 12°52'56" WEST, 10.71 FEET; THENCE NORTH 89°37'34" EAST, 149.01 FEET; THENCE SOUTH 00°22'26" EAST, 30.00 FEET; THENCE SOUTH 89°37'34" WEST, 159.85 FEET; THENCE NORTH 33°34'44" EAST, 18.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,541 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

11/04/2024

OWNER

SNYDER DEVELOPMENT LLC  
2805 SW SNYDER BLVD., SUITE 103, PO BOX 1098  
ANKENY, IA 50023

BASIS OF BEARING

THE WEST LINE OF OUTLOT 'X', HAWS PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 00°40'54" EAST.

LEGEND

FEATURES

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  
Yellow Plastic Cap  
Centerline  
Section Line  
1/4 Section Line  
1/4 1/4 Section Line  
Easement Line

| FOUND | SET |
|-------|-----|
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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  
Date 11/21/24  
License Number 19710  
My License Renewal Date is December 31, 2025  
Pages or sheets covered by this seal:  
Sheets 1 and 2, of 2

PT. LOT 1, & PT. OUTLOT 'X', HAWS PLAT 1

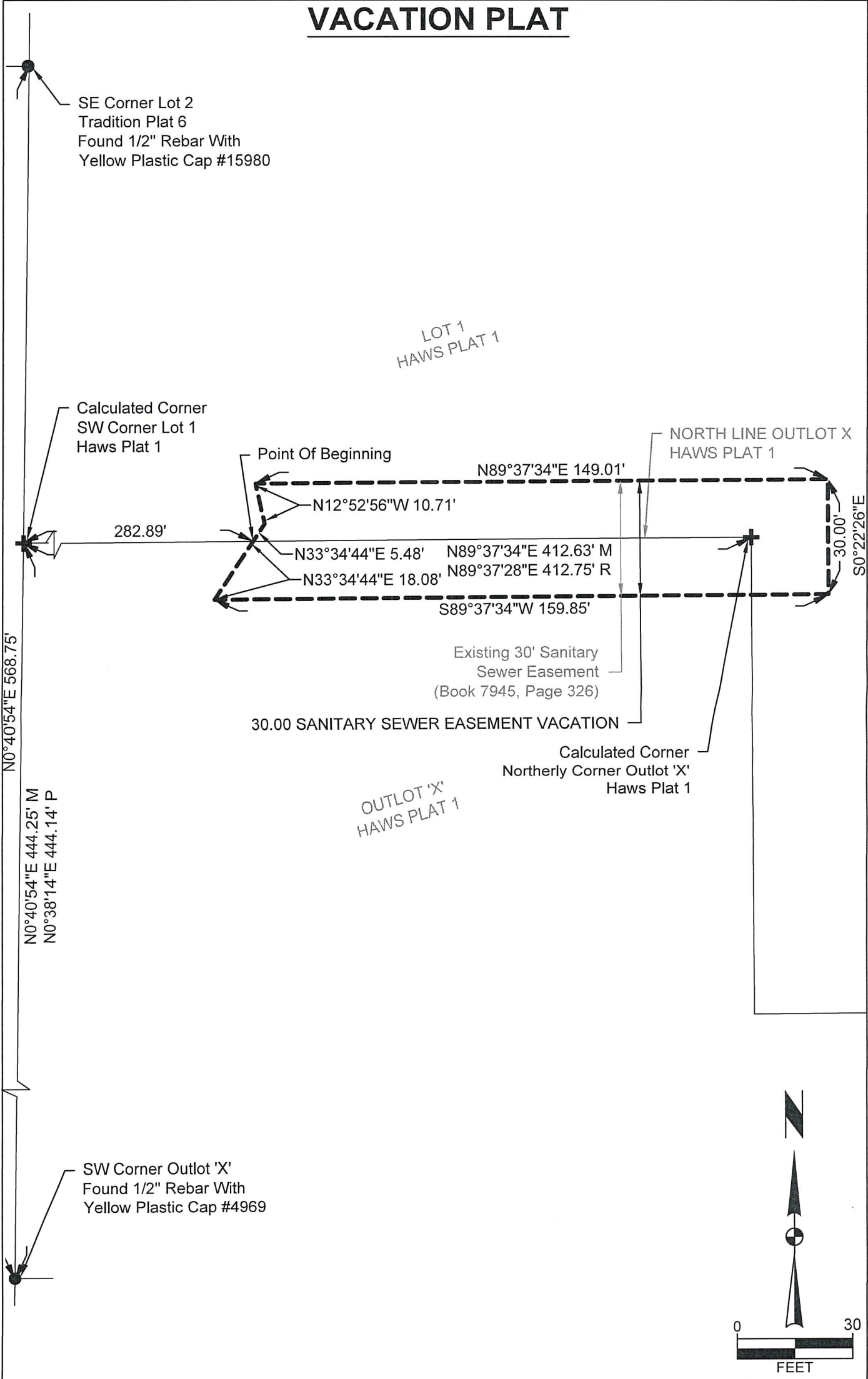
VACATION PLAT



2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

SHEET 1 OF 2  
PN: 124.0584.01  
T-R-S:80N-24W-35  
DATE: 11/04/2024  
PM/TECH: EDG/AJD

VACATION PLAT



PT. LOT 1, & PT. OUTLOT 'X', HAWS PLAT 1

VACATION PLAT



2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020

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November 21, 2024

Derek Silverthorn, Planner  
City of Ankeny Public Services Building  
220 W. First Street  
Ankeny, IA 50023

RE: EASEMENT VACATION REQUEST  
LAKEVIEW WOODS PLAT 1- COMMERCIAL SUBDIVISION

Members of the Commission:

On behalf of Snyder Development LLC, please see the attached easement vacation documents for the vacation of four existing easements on property located in Haws Plat 1. The Owner plans to replat the area for four commercial lots and these easements are no longer needed nor appropriate for the new development.

Our team is working with City Staff to complete a final plat, public construction plans and a site plan for development improvements, and new easements have been shown on these documents to support development within the plat.

Please review the attached application forms, vacation exhibits and \$1,600 check for the review fee. One of these vacation requests has been sent out to the IDOT (*Ditch and Dike Easement*), and another (*PUE and Drainage Easement*) is being sent to utility providers for their review and release. We believe the other two of these easements can be released by the City (*Sanitary Sewer* and *Sloping & Grading* easements).

Feel free to reach out with any questions or requests for additional information.

Sincerely,

SNYDER & ASSOCIATES, INC.



Tim West, PLA  
Project Manager

cc: Ben Snyder, Snyder Development LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting the maintenance bond for water main and sanitary sewer in Ankeny Regional Airport North Property Line Box Hangars.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Acceptance of Maintenance Bond
2. Certificate of Completion
3. Maintenance Bond



## RESOLUTION

### RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN AND SANITARY SEWER IN ANKENY REGIONAL AIRPORT PUBLIC IMPROVEMENT PLANS-NORTH PL BOX HANGARS

---

**WHEREAS**, the City Staff has granted administrative approval of **Ankeny Regional Airport Public Improvement Plans-North PL Box Hangars**; and

**WHEREAS**, the plans and specification for the construction of **Ankeny Regional Airport Public Improvement Plans-North PL Box Hangars** in Ankeny has been submitted and approved by the City Engineer; and

**WHEREAS**, the maintenance bond for the water main and sanitary sewer in **Ankeny Regional Airport Public Improvement Plans-North PL Box Hangars** has been submitted; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 17<sup>th</sup>, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



# CERTIFICATE OF COMPLETION

## *Ankeny Regional Airport North Property Line Box Hangars (Phase 1)*

Ankeny, Iowa

*February 17<sup>th</sup>, 2025*

This is to certify that the construction improvements on the *Ankeny Regional Airport North Property Line Box Hangars (Phase 1)* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Austin J. Moran*  
*Project Manager*

*McClure*

*Iowa License Number 27566*

Bond No. 101219311

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Jensen Builders, Ltd. of Fort Dodge, IA,  
as principal (the "Principal"), and Merchants Bonding Company (Mutual) of  
Des Moines, IA as surety (the "Surety"), are held and firmly bound unto  
the City of Ankeny, Iowa, as Obligee (the "Obligee"), in the penal sum of  
One Hundred Eighty-nine Thousand Seven Hundred Seventy-five & 00/100 Dollars (\$ \$189,775.00),  
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated July 29, 2024 entered into a  
contract (the "Contract") with \_\_\_\_\_ to furnish the material and labor  
necessary for the construction of 4 Year Maintenance Bond for Public Improvements In connection with Ankeny Regional  
Airport, North Property Line Box Hangars, Iowa DOT Project No. 9I230IKV100 (AIP), Iowa.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the  
Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and  
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior  
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force  
and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery")  
of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item").  
Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand  
upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery  
of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to  
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the  
above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1)  
year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's  
discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum  
period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 29th day of July, 2024.

Approved as to form:  
City of Ankeny, Iowa

by

Donald Clark

City Engineer

Jensen Builders, Ltd.

principal

by

Nicole & Chmmis

email: nicolecc@jensenbuilders.com  
(Required for return of signed document)

Merchants Bonding Company (Mutual)

surety

(SEAL)

by

Sara Huston, Attorney-in-Fact

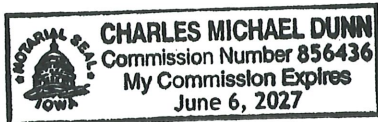


CORPORATE ACKNOWLEDGEMENT

STATE OF IA

COUNTY OF Polk

On this 29 day of July, 2024, before me personally appeared NICOLE CRIMMINIS to me known, who being duly sworn, did say that he/she is the VICE PRESIDENT of JENSEN BUILDERS LTD, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.



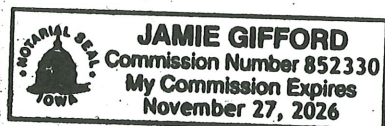
[Signature]  
Notary Public

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Dallas

On this 29th day of July, 2024, before me personally appeared Sara Huston, Attorney-in-Fact to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Jamie Gifford  
My Commission Expires: November 27, 2026



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of June, 2024.



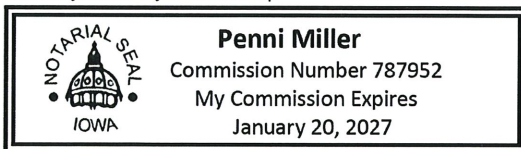
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 13th day of June, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of July, 2024.



*William Warner Jr.*  
Secretary



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent beautification easement, and temporary construction easement for the N Ankeny Boulevard - 1st Street to 11th Street Improvements project in Ankeny, Iowa. (Hurd Nevada, LLC)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item Reviewed by Legal Counsel

EXECUTIVE SUMMARY

The action before the council is the adoption of a Resolution accepting street right-of-way, permanent beautification easement, and temporary construction easement from Hurd Nevada, LLC to facilitate the construction of the N Ankeny Boulevard - 1st Street to 11th Street Improvements project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting street right-of-way, permanent beautification easement, and temporary construction easement from Hurd Nevada, LLC to facilitate the construction of the N Ankeny Boulevard - 1st Street to 11th Street Improvements project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

June 3, 2024: Council approved a Resolution authorizing the acquisition of property and property interests for the N Ankeny Boulevard - 1st Street to 11th Street Improvements project.

FISCAL IMPACT

The total compensation for the street right-of-way, permanent beautification easement, and temporary construction easement is \$57,100.00. The cost for the street right-of-way, permanent beautification easement, and temporary construction easement is part of the project costs for the N Ankeny Boulevard - 1st Street to 11th Street Improvements project included in the current Capital Improvement Program.

## PUBLIC OUTREACH EFFORTS

May 10, 2024: Property owners were notified of the upcoming Project Information Meeting that was held on May 23, 2024.

## ACTION REQUESTED

### ATTACHMENTS

1. Parcel 5 - Hurd Nevada - Resolution for Purchase Agreement
2. Parcel 5 - Hurd Nevada - Purchase Agreement
3. Parcel 5 - Hurd Nevada - Warranty Deed
4. Parcel 5 - Hurd Nevada - Permanent Beautification Easement
5. Parcel 5 - Hurd Nevada - Temporary Construction Easement

**RESOLUTION 2025-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
STREET RIGHT-OF-WAY, PERMANENT BEAUTIFICATION EASEMENT, AND  
TEMPORARY CONSTRUCTION EASEMENT  
AT 414 N ANKENY BOULEVARD FOR THE  
N ANKENY BOULEVARD – 1<sup>ST</sup> STREET TO 11<sup>TH</sup> STREET IMPROVEMENTS  
PROJECT IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that street right-of-way, permanent beautification easement, and temporary construction easement be granted by Hurd Nevada, LLC at 414 N Ankeny Boulevard to facilitate the construction of the N Ankeny Boulevard – 1<sup>st</sup> Street to 11<sup>th</sup> Street Improvements project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Public Works staff to acquire said street right-of-way, permanent beautification easement, and temporary construction easement necessary for the construction of the N Ankeny Boulevard – 1<sup>st</sup> Street to 11<sup>th</sup> Street Improvements project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said street right-of-way, permanent beautification easement, and temporary construction easement from Hurd Nevada, LLC at 414 N Ankeny Boulevard.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warrant Deed, Permanent Beautification Easement, and Temporary Construction Easement for the completion of the N Ankeny Boulevard – 1<sup>st</sup> Street to 11<sup>th</sup> Street Improvements project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

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Michelle Yuska, City Clerk



## CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:     Hurd Nevada LLC  
                    414 N Ankeny Blvd  
                    Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$57,100.00, calculated as follows:

|                                    |                                       |               |
|------------------------------------|---------------------------------------|---------------|
| Fee Title (Warranty Deed):         | 1245 SF x \$20.00 / SF x 100%         | = \$24,900.00 |
| Permanent Beautification Easement: | 403 SF x \$20.00 / SF x 35%           | = \$ 2,821.00 |
| Temporary Easement:                | 4027 SF x \$20.00 / SF x 8% x 2 years | = \$12,886.40 |
| Other Considerations:              | Landscaping                           | = \$ 4,500.00 |
| Other Considerations:              | Irrigation                            | = \$ 7,000.00 |
| Other Considerations:              | Legal Review                          | = \$ 5,000.00 |
| Total Compensation:                | (Rounded)                             | \$57,100.00   |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the N Ankeny Blvd Improvements 1<sup>st</sup> St to 11<sup>th</sup> St project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 5<sup>th</sup> day of February, 2025.

REPRESENTING THE CITY OF ANKENY, IOWA

By: [Signature]  
Cody Fredericksen, Acquisition Agent

THIS OFFER IS ACCEPTED on this 4<sup>th</sup> day of February, 2025.  
Hurd Nevada LLC, an Iowa limited liability company

By: [Signature]

Name: Richard Hurd

Title: Manager

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_.

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

Attest: \_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

---

**WARRANTY DEED**

**KNOW ALL BY THESE PRESENTS:**

The undersigned, Hurd Nevada LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

***ACQUISITION AREA (a):***

***A PART OF LOT 1, ELWELL'S ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:***

***COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0°01'04" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°01'04" WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE NORTH 89°58'56" WEST, 5.00 FEET; THENCE NORTH 0°01'04" EAST, 10.00 FEET; THENCE SOUTH 89°58'56" EAST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 50 S.F.***

***PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.***



*ACQUISITION AREA (b):*

*A PART OF LOT 1 AND A PART OF LOT 2 OF ELWELL'S ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0°01'04" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.17 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 24.00 FEET, WHOSE ARC LENGTH IS 37.66 FEET AND WHOSE CHORD BEARS NORTH 44°55'57" WEST, 33.91 FEET; THENCE SOUTH 89°57'04" WEST, 134.12 FEET; THENCE NORTH 78°44'20" WEST, 48.69 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°45'39" EAST ALONG SAID NORTH LINE OF LOT 2, A DISTANCE OF 3.90 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°44'34" EAST ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 57.00 FEET; THENCE SOUTH 85°20'56" EAST CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 45.21 FEET; THENCE SOUTH 89°47'01" EAST CONTINUING ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 74.96 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.18 FEET AND WHOSE CHORD BEARS SOUTH 44°52'58" EAST, 35.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,195 S.F.).*

*PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.*

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4th day of February, 2025.  
Hurd Nevada LLC, an Iowa limited liability company

Signed

Richard Hurd, Manager  
Print Name and Title

Signed

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

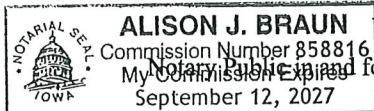
STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 4th day of February, A.D. 2025,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Richard Hurd

X to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Alison J. Braun (Sign in Ink)

Alison J. Braun (Print Name)



ALISON J. BRAUN  
Commission Number 858816  
My Commission Expires September 12, 2027  
Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_ INDIVIDUAL  
\_\_\_ CORPORATE  
Title(s) of Corporate Officer(s)

\_\_\_ Corporate Seal is affixed  
\_\_\_ No Corporate Seal procured

\_\_\_ PARTNER(s):  
\_\_\_ Limited Partnership  
\_\_\_ General Partnership  
\_\_\_ ATTORNEY-IN-FACT  
\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
X OTHER: LLC Manager

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
Hurd Nevada, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
TERRY COADY  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
TLCOADY@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 1 & PT LOT 2, ELWELL'S ADDITION  
PT SE 1/4 SECTION 14-80-24  
REQUESTED BY:  
CITY OF ANKENY, IOWA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

ACQUISITION AREA (a):  
A PART OF LOT 1, ELWELL'S ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0°01'04" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°01'04" WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE NORTH 89°58'56" WEST, 5.00 FEET; THENCE NORTH 0°01'04" EAST, 10.00 FEET; THENCE SOUTH 89°58'56" EAST, 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 50 S.F.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ACQUISITION AREA (b):  
A PART OF LOT 1 AND A PART OF LOT 2 OF ELWELL'S ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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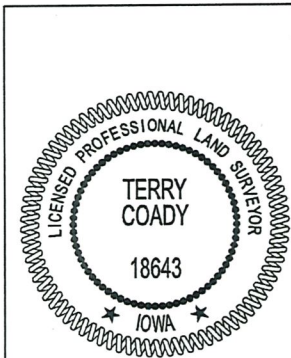
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE

| CURVE NO. | DELTA     | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/DISTANCE |
|-----------|-----------|--------|------------|---------|------------------------|
| C1        | 89°48'05" | 25.00' | 39.18'     | 24.91'  | S44°52'58"E 35.29'     |
| C1 R      | 89°44'44" | 25.00' | 39.16'     | 24.89'  | S44°52'22"E 35.28'     |
| C2        | 89°54'01" | 24.00' | 37.66'     | 23.96'  | N44°55'57"W 33.91'     |

LEGEND

| Survey                                                            | Found | Set |
|-------------------------------------------------------------------|-------|-----|
| Section Corner                                                    | ▲     | △   |
| 1/2" Rebar, Yellow Plastic Cap #18643<br>(Unless Otherwise Noted) | ●     | ○   |
| ROW Marker                                                        | ■     | □   |
| ROW Rail                                                          | ⌚     | ⌚   |
| Platted Distance                                                  | P     |     |
| Measured Bearing & Distance                                       | M     |     |
| Recorded As                                                       | R     |     |
| Deed Distance                                                     | D     |     |
| Calculated Corner                                                 | +     |     |
| Yellow Plastic Cap                                                | YPC   |     |
| 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.

*Terry Coady* 3-21-2024  
Terry Coady, PLS Date

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

N ANKENY BOULEVARD IMPROVEMENTS

PARCEL 5 - HURD NEVADA, LLC



FEB 07 2025

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

PN: 123.0584.01

Bk 1297A, Pg 49

DATE: 02-22-24

PM/TECH: TLC/JDP



ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

LINE DIMENSIONS

- A S0°01'04"W 10.00'
- B N89°58'56"W 5.00'
- C N0°01'04"E 10.00'
- D S89°58'56"E 5.00'
- E S0°01'04"W 4.17'
- F S0°01'04"W 139.61'M
- S0°00'00"W 139.61'P

LOT 2

NW Corner Lot 2  
Fnd 5/8" Rebar  
YPC #15268

S89°45'39"E 628.02'M  
S89°44'44"E 627.76'P  
S89°45'39"E 3.90'

NW Corner Lot1  
Fnd 5/8" Rebar  
YPC #15268

Existing 20' Sanitary  
Sewer Easement

ACQUISITION  
AREA (b)  
0.03 AC (1,195 SF)

ELWELL'S ADDITION

LOT 1

DATE OF SURVEY

APRIL 6, 2020  
SEPTEMBER 10, 2023

OWNER - MAILING ADDRESS

HY-VEE INC  
5820 WESTOWN PKWY  
WEST DES MOINES, IA 50266

BASIS OF BEARING

THE FIRST SEGMENT OF THE NORTH  
LINE OF LOT 1, ELWELL'S ADDITION  
LYING EAST OF THE NORTHWEST  
CORNER WAS ASSUMED TO BEAR  
SOUTH 89°44'34" EAST.

NOTE

IN SITUATIONS WHERE THE  
ACQUISITION PLAT SHOWS SETTING A  
1/2" REBAR, YELLOW PLASTIC CAP  
#18643 AND THE EXISTING CONDITIONS  
WILL NOT ALLOW THIS TYPE OF  
MONUMENT, A CUT "X" WILL BE SET IN  
CONCRETE OR A "MAG" NAIL WILL BE  
SET IN ASPHALT.

ACQUISITION  
AREA (a)  
(50 SF)

SE Corner Lot 1  
Fnd 5/8" Rebar  
YPC #15268  
0.26' East

Point of Beginning(a)  
N ANKENY BLVD

NE Corner Lot 1  
Fnd 5/8" Rebar  
YPC #15268

Point of Beginning(b)

W.D.  
Bk 6771 Pg 387

Fnd 5/8" Rebar  
YPC #15268

63.5' ROW P

Fnd 5/8" Rebar  
YPC #15268

60' ROW P

S89°57'04"W 134.12'

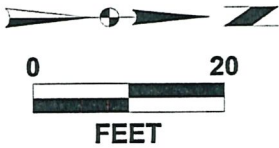
S89°44'44"E 75.11'P  
S89°47'01"E 74.96'M

S85°17'59"E 45.15'P  
S85°20'56"E 45.21'M

S89°44'34"E 57.00'M  
57.00'P

N78°44'20"W 48.69'

NW 5TH ST.



N ANKENY BOULEVARD IMPROVEMENTS

PARCEL 5 - HURD NEVADA, LLC



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 123.0584.01

Bk 1297A, Pg 49

DATE: 02-22-24

PM/TECH: TLC/JDP



**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

**PERMANENT BEAUTIFICATION EASEMENT**

**KNOW ALL BY THESE PRESENTS:**

The undersigned, Hurd Nevada LLC, an Iowa limited liability company, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a permanent easement under, through and across the following described real estate:

**See Attached Permanent Easement Plat (“Easement Area”)**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Landscaping including planters, flowers, shrubs and Appurtenances including irrigation  
withing the planters**

1. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described. The City also shall have the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement Area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement Area, nor shall Grantor cause or

permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement Area. The City shall have the right to restore any changes in grade, elevation, or contour.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). Except for the landscaping and appurtenances placed in the Easement Area by the City, the City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 4th day of February, 2025.  
Hurd Nevada LLC, an Iowa limited liability company

Signed

Richard Hurd, manager  
Print Name and Title

Signed

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

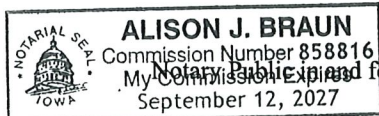
STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 4th day of February, A.D. 2025,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Richard Hurd

X to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Alison J. Braun (Sign in Ink)

Alison J. Braun (Print Name)



**CAPACITY CLAIMED BY SIGNER:**

☐ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s) \_\_\_\_\_  
☐ Corporate Seal is affixed  
☐ No Corporate Seal procured  
☐ PARTNER(s):  
☐ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☒ OTHER: LLC Manager

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)

Hurd Nevada, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
TERRY COADY  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
TLCOADY@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 1, ELWELL'S ADDITION  
PT SE 1/4 SECTION 14-80-24  
REQUESTED BY:  
CITY OF ANKENY, IOWA

EASEMENT PLAT

PERMANENT BEAUTIFICATION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

A PART OF LOT 1, ELWELL'S ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 0°01'04" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'56" WEST, 5.00 FEET; THENCE SOUTH 0°01'04" WEST, 5.00 FEET; THENCE NORTH 44°58'19" WEST, 33.88 FEET; NORTH 0°02'56" WEST, 5.00 FEET; THENCE NORTH 89°57'04" EAST, 5.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 24.00 FEET, WHOSE ARC LENGTH IS 37.66 FEET AND WHOSE CHORD BEARS SOUTH 44°55'57" EAST, 33.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (403 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

APRIL 6, 2020  
SEPTEMBER 10, 2023

OWNER-MAILING ADDRESS

HY-VEE INC  
5820 WESTOWN PKWY  
WEST DES MOINES, IA 50266

BASIS OF BEARING

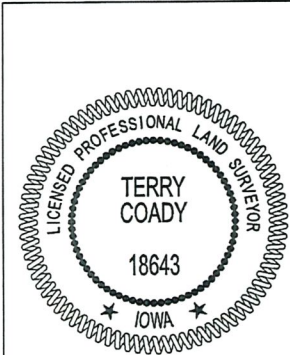
THE FIRST SEGMENT OF THE NORTH LINE OF LOT 1, ELWELL'S ADDITION LYING EAST OF THE NORTHWEST CORNER WAS ASSUMED TO BEAR SOUTH 89°44'34" EAST.

CURVE TABLE

| CURVE NO. | DELTA     | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING/DISTANCE |
|-----------|-----------|--------|------------|---------|------------------------|
| C1 M      | 89°48'05" | 25.00' | 39.18'     | 24.91'  | S44°52'58"E 35.29'     |
| C1 P      | 89°44'44" | 25.00' | 39.16'     | 24.89'  | S44°52'22"E 35.28'     |
| C2        | 89°54'01" | 24.00' | 37.66'     | 23.96'  | N44°55'57"W 33.91'     |

LEGEND

| Survey                                                            | Found | Set |
|-------------------------------------------------------------------|-------|-----|
| Section Corner                                                    | ▲     | △   |
| 1/2" Rebar, Yellow Plastic Cap #18643<br>(Unless Otherwise Noted) | ●     | ○   |
| ROW Marker                                                        | ■     | □   |
| ROW Rail                                                          | IP    | IR  |
| Platted Distance                                                  | M     |     |
| Measured Bearing & Distance                                       | R     |     |
| Recorded As                                                       | D     |     |
| Deed Distance                                                     | +     |     |
| Calculated Corner                                                 | YPC   |     |
| Yellow Plastic Cap                                                |       |     |
| 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.

Terry Coady, PLS 3-21-2024  
Date

License Number 18643  
My License Renewal Date is December 31, 2025  
Pages or sheets covered by this seal:

N ANKENY BOULEVARD IMPROVEMENTS

PARCEL 5 - HURD NEVADA, LLC



2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

PN: 123.0584.01

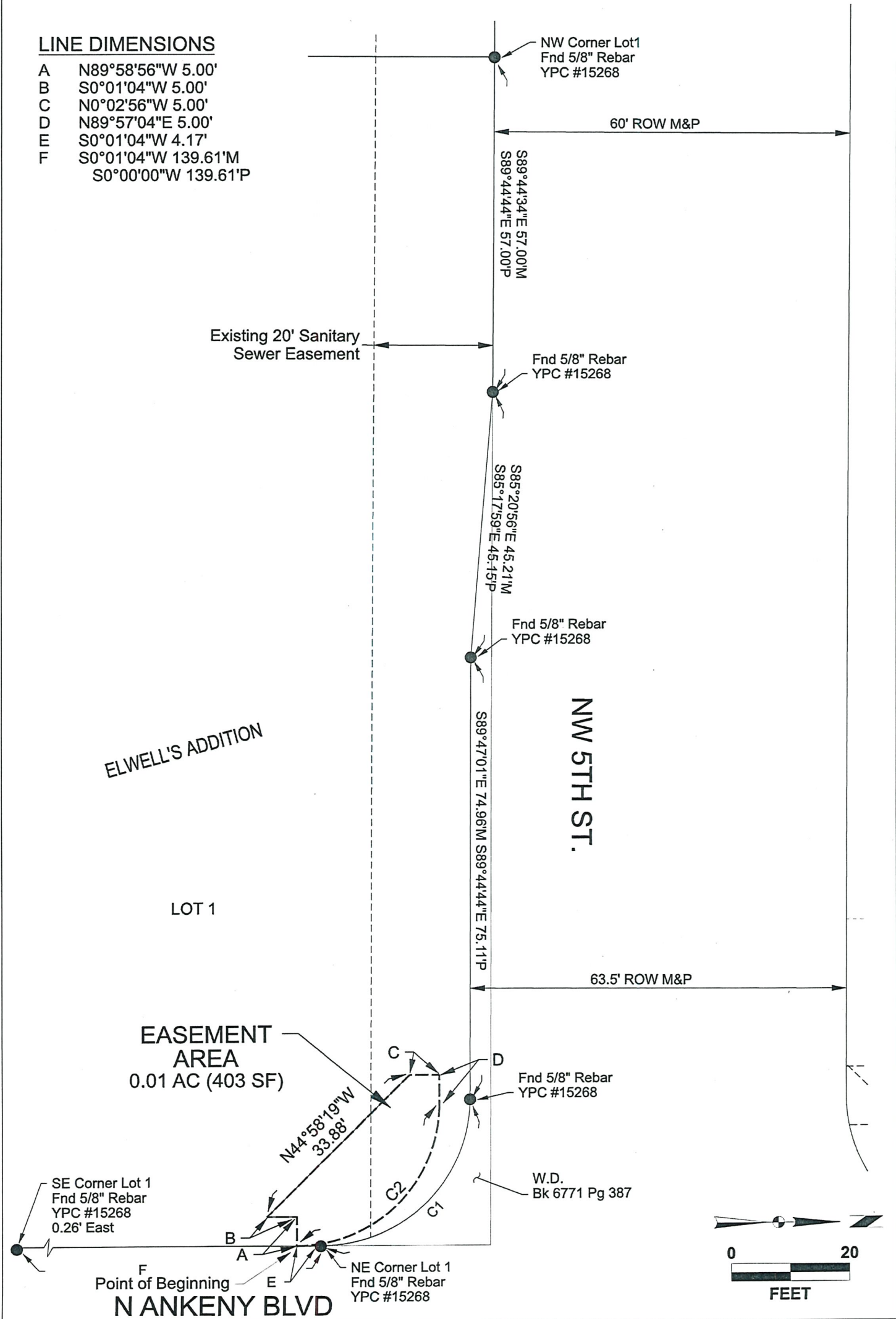
Bk 1297A, Pg 49

DATE: 02-22-24

PM/TECH: TLC/JDP

EASEMENT PLAT

PERMANENT BEAUTIFICATION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY, IOWA.



|                                                                                                                                                    |                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| N ANKENY BOULEVARD IMPROVEMENTS                                                                                                                    | SHEET 2 OF 2     |
| PARCEL 5 - HURD NEVADA, LLC                                                                                                                        | PN: 123.0584.01  |
| <div><div><div></div><div>SNYDER</div><div>&amp; ASSOCIATES</div></div><div>2727 S.W. SNYDER BLVD.<br/>ANKENY, IA 50023 (515) 964-2020</div></div> | Bk 1297A, Pg 49  |
|                                                                                                                                                    | DATE: 02-22-24   |
|                                                                                                                                                    | PM/TECH: TLC/JDP |



## **TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, Hurd Nevada LLC, an Iowa limited liability company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

### **See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

### **N ANKENY BLVD IMPROVEMENTS 1<sup>ST</sup> ST TO 11<sup>TH</sup> ST**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary; provided, however, Grantee shall not have the right to store equipment, materials and/or supplies upon the easement area.

The Grantee shall promptly restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement, including without limitation the restoration of any storm water detention capacity impacted by Grantee's project, all to the reasonable satisfaction of Grantor and its tenant upon the premises. Grantee shall reasonably cooperate with Grantor and its tenants to minimize the disruption to ingress and egress to and from the premises, and disruption to Grantee's and its tenant's business upon the premises.

This easement shall commence upon the date of full execution of this easement and shall end on the earlier to occur of (i) the date of final acceptance of the project by the City Council of the Grantee; or (ii) December 31, 2026. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

Except to the extent prohibited by applicable law, the Grantee shall indemnify, defend and hold harmless Grantor and its tenants upon the premises, and their respective officers, directors, shareholders, members, managers and employees, harmless from and against any and all losses, costs, claims, demands, liabilities, judgements, and expenses of any kind, including reasonable attorneys' fees, arising out of or resulting from any injury or death of any person, or damage to any property, caused by Grantee, its employees, agents, contractors, or representatives, in the undertaking of the project contemplated herein.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that

said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, we have hereunto affixed our hands this 4<sup>th</sup> day of February, 2025.  
Hurd Nevada LLC, an Iowa limited liability company

Signed

Richard Hurd, Manager  
Print Name and Title

Signed

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 4<sup>th</sup> day of February, A.D. 2025,  
before me, the undersigned, a Notary Public in and for said State, |  
personally appeared Richard Hurd

X to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Alison J. Braun (Sign in Ink)

Alison J. Braun (Print Name)

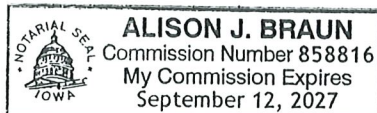
Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

☐ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s) \_\_\_\_\_  
  
☐ Corporate Seal is affixed  
☐ No Corporate Seal procured  
☐ PARTNER(s):  
☐ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☒ OTHER: LLC Manager

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
Hurd Nevada, LLC



**CITY OF ANKENY, IOWA**

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

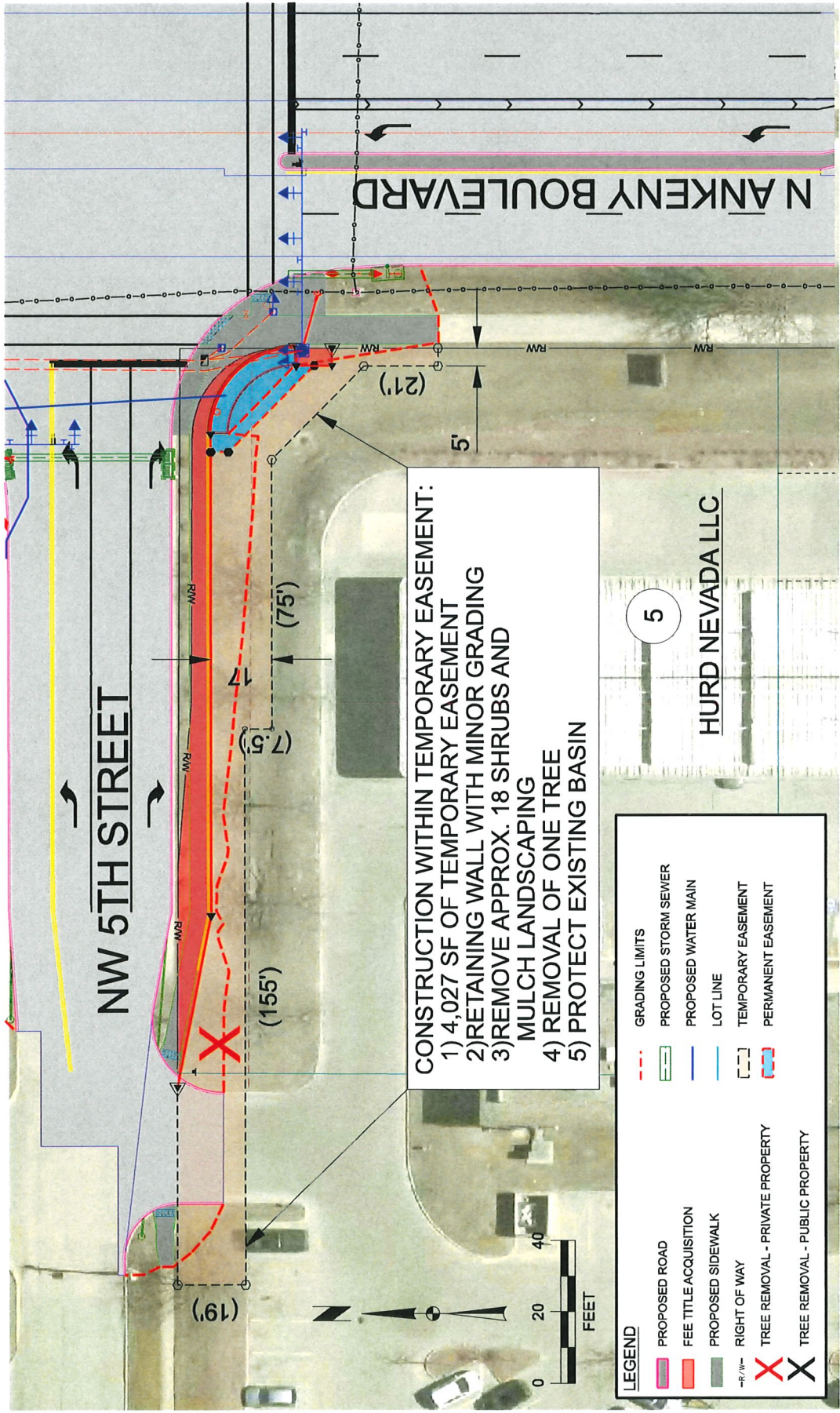
ATTEST:

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

STATE OF IOWA                    )  
                                          ) ss  
COUNTY OF POLK                )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said County, personally appeared **Bobbi B. Bentz and Michelle Yuska**, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa and that said record was signed on behalf of said municipal corporation by authority and resolution of its City Council as contained in Resolution No. \_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2024 and said Mayor and City Clerk acknowledged said record to be the free act and deed of said municipal corporation by it voluntarily executed.

\_\_\_\_\_  
Notary, State of Iowa







ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** authorizing the execution of a Federal-aid Agreement for a Surface Transportation Block Grant (STBG) Program funding between the Iowa Department of Transportation (Iowa DOT) and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The West 1st Street Widening and Improvements - Phase 2 project includes improving traffic safety and mobility from east of NW Greenwood Street to west of State Street by replacing the existing 4-lane roadway with a new 5-lane street with a center two-way left turn lane and traffic signal at Linden Street. The City was awarded Surface Transportation Block Grant (STBG) Federal-Aid funding from the Des Moines Area Metropolitan Planning Organization (MPO) for eligible construction costs up to a maximum of \$2,846,500.

To facilitate using the STBG funding, the Iowa DOT has submitted the attached Federal-Aid Agreement which stipulates the cost sharing and eligible costs for the project. It is recommended that the City Council approve the agreement at this time, so the project schedule can be maintained. The project is being designed in 2025 and is scheduled for construction in 2026 and 2027.

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to authorize the execution of a Federal-aid Agreement for a Surface Transportation Block Grant (STBG) Program funding between the Iowa DOT and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

## FISCAL IMPACT

None

## PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. West 1st - Phase 2 - Resolution for STBG Agreement
2. W 1st - Phase 2 - STBG Agreement

**RESOLUTION 2025-XXX**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL-AID AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION (IOWA DOT) AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE WEST 1<sup>ST</sup> STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT**

---

**WHEREAS**, the Des Moines Area Metropolitan Planning Organization (DMAMPO) awarded the City of Ankeny Surface Transportation Block Grant (STBG) Federal-Aid funding for eligible project costs up to a maximum amount of \$2,846,500 to facilitate the reconstruction and widening of West 1<sup>st</sup> Street from Greenwood Street to State Street, known as the West 1<sup>st</sup> Street Widening and Improvements – Phase 2 project; and

**WHEREAS**, the City deems it to be in the best interest of the residents of the City to enter into a Federal-Aid agreement for Surface Transportation Block Grant (STBG) funding with the Iowa Department of Transportation (Iowa DOT) for the sharing of project costs for West 1<sup>st</sup> Street Widening and Improvements – Phase 2 project.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa DOT for Surface Transportation Block Grant (STBG) Federal-aid funding.

**DATED** at the City of Ankeny, Iowa, this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a Surface Transportation Block Grant Program Project**

RECIPIENT: City of Ankeny

Project No.: STP-U-0187(653)—70-77

Iowa DOT Agreement No.: 1-23-STPU-001

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Ankeny, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the DEPARTMENT.

The RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT entered into the following agreement(s) for the following funding sources related to the above referenced project:

| <b>Funding Source</b>              | <b>Agreement No.</b> | <b>Project No.</b>     | <b>Full Execution Date</b> |
|------------------------------------|----------------------|------------------------|----------------------------|
| Traffic Safety Improvement Program | 2026-TS-008          | CS-TSF-0187(656)—85-77 |                            |

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the City Engineer, Amy Quartell.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:  
  
In the City of Ankeny, West 1<sup>st</sup> Street from Greenwood Street to State Street, Pavement Widening/PCC Paving.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$ 2,846,500 as stipulated in the

Des Moines Area Metropolitan Planning Organization current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.

7. The RECIPIENT shall pay for all project costs not reimbursed with STBG and TSIP funds.
8. If the project described in Section 3 drops out of the Des Moines Area Metropolitan Planning Organization current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

---

**City Signature Block**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Title of city official

I, \_\_\_\_\_, certify that I am the City Clerk of Ankeny, and  
that \_\_\_\_\_, who signed said Agreement for and on behalf of the city was duly  
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

City Clerk of Ankeny, Iowa

---

IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

## EXHIBIT 1

### General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

#### 1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
  - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
  - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

## **2. Programming.**

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at [usaspending.gov](http://usaspending.gov).
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

## **3. Design and Consultant Services**

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

## **4. Environmental Requirements and other Agreements or Permits.**

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

## **5. Right-of-Way, Railroads and Utilities.**

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

## **6. Contract Procurement.**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
  - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

## **7. Construction.**

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

## **8. Reimbursements.**

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been



overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
  - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

## **9. Project Close-out.**

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt a **RESOLUTION** authorizing the execution of an Iowa Department of Transportation (Iowa DOT) Agreement for Traffic Safety Improvement Program (TSIP) Funding between the Iowa DOT and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The West 1st Street Widening and Improvements - Phase 2 project includes improving traffic safety and mobility from east of NW Greenwood Street to west of State Street by replacing the existing 4-lane roadway with a new 5-lane street with a center two-way left turn lane and traffic signal at Linden Street. The City was awarded Traffic Safety Improvement Program (TSIP) funding from the Iowa DOT in the amount of \$500,000.

To facilitate using the TSIP funding, the Iowa DOT has submitted the attached funding agreement which stipulates the cost sharing and eligible costs for the project. It is recommended that the City Council approve the agreement at this time, so the project schedule can be maintained. The project is being designed in 2025 and is scheduled for construction in 2026 and 2027.

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to authorize the execution of an Iowa DOT Agreement for Traffic Safety Improvement Program funding between the Iowa DOT and the City of Ankeny, Iowa, for the sharing of project costs for the proposed West 1st Street Widening and Improvements - Phase 2 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

None

## PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. W 1st - Phase 2 - TSIP Agreement
2. W 1st Street - Phase 2 - Resolution for TSIP Agreement

**IOWA DEPARTMENT OF TRANSPORTATION**  
**AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING**  
 (Site-Specific Improvement)

|               |                         |
|---------------|-------------------------|
| County        | Polk                    |
| Recipient     | City of Ankeny          |
| Project No.   | CS-TSF-0187(656)--85-77 |
| Iowa DOT      |                         |
| Agreement No. | 2026-TS-008             |

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2025-42 on December 10, 2024.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

**1. Project Information**

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Central Region Field Engineer, Brian Catus. The Recipient's contact person shall be the City Engineer, Amy Quartell.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Ankeny:

Construct a 4-Lane to 5-lane undivided urban cross section, including a two-way center left-turn lane, along West 1<sup>st</sup> Street from Greenwood Street to State Street. This TSIP funded project will be constructed as part of a Federal-aid STBG project under Project Number STP-U-0187(653)--70-77. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

**2. Project Costs**

- a. Eligible project costs for the project described in Section 1 of this agreement, which are incurred after the effective date of Commission approval, shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds:     \$500,000

- b. The portion of the total project costs paid by TSIP funds shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.
- c. If a letting is required, the project shall be let to contract before July 1, 2027. The project may be let prior to July 1, 2025; however, no reimbursement from TSIP funds may occur prior to July 1, 2025. If a letting is not required, project activities shall be initiated prior to July 1, 2027. If any of these conditions are not met, the Recipient may be in default, for which the DOT may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP funded project. The Recipient shall comply with all requirements for the use of said funds.

### **3. Right of Way and Permits**

- a. In the event right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau (Property Management Local Public Agency Coordinator) for review and approval prior to the commencement of any acquisition negotiations.

Additionally, the portions of right of way acquired for improvements in the Primary Road System right of way shall be acquired in the name of the State of Iowa, for the use and benefit of the Iowa DOT. The Recipient shall be responsible for closing the real estate transaction for each parcel, disbursing funds to sellers, and obtaining all necessary documents required to clear title to the land acquired per Iowa Land Title Standards and the current Iowa DOT Right of Way Manual. The Recipient shall also be responsible for filing all conveyance and title clearing documents with the County Recorder and shall provide the DOT Right of Way Bureau with copies of all completed purchase agreements/contracts, deeds, easements, condemnation documents, and acquisition plats (for State right of way) upon completion of the right of way activities. The Recipient, or the Recipient's closing agent, shall be responsible for preparing and filing Form 1099-S (Proceeds from Real Estate Transactions) with the Internal Revenue Service for all reportable real estate transactions pursuant to current IRS requirements.

- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to

the start of construction. Neither the approval of the TSIP application for funding, nor the signing of this agreement, shall be construed as approval of any required permit from the DOT.

- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

#### **4. Project Design**

- a. The Recipient shall develop all project improvements using engineering judgment. The Recipient shall use the DOT Design Manual on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not located on the Primary Road System or National Highway System shall use "A Policy on Geometric Design of Highways and Streets" (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.
- b. For projects which include the installation or modification of traffic signal systems, the following shall apply:
  - i. There will be a minimum of one mast-arm mounted signal head with back plate for each incoming through or left-turn lane. In addition, there will be one signal head, side of pole mounted, on the far right side pole. All vehicle signal lenses shall be 12-inch. The positioning of signal faces and the signal indications for left-turn movements shall be in accordance with the current adopted MUTCD.
  - ii. Combination signal/lighting pole shall be used to minimize the number of fixed objects.
  - iii. Interconnection and coordinated traffic signal timing plans shall be developed for the traffic signals if there are two or more other signal installations within ½ mile of the subject access to provide for progressive traffic flow. Said plans shall be reviewed and approved by the DOT Traffic and Safety Bureau.
  - iv. Pedestrian activated signals shall be provided for all pedestrian movements and timed in accordance with the MUTCD.
  - v. The concrete pad for the controller shall extend no more than 4 inches above the surrounding ground line.
  - vi. Where the distance from the stop bar to the signal indication is in excess of 180 feet, there shall also be a near side signal head.
  - vii. Dilemma zone protection shall be provided if the 85<sup>th</sup> percentile speed is at or over 35 mph.

#### **5. Bid Letting**

- a. If the project must be let for bids, the project plans, specifications and engineer's cost estimate for site specific improvements shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
  - i. If the Recipient lets the project, the plans, specifications, and other contract documents for each division must be submitted at least fourteen weeks prior to the project letting of each division.
  - ii. If the project will be let through the DOT, project development submittals shall follow Local Systems I.M. 3.010.



- iii. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing for the Recipient to proceed with implementation of the project. The work on the project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of the plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting, and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after the letting.
- e. The Recipient shall be the contracting authority for the project.

## **6. Construction and Maintenance**

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances, and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment, and labor utilized on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied, and all records maintained, will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final reimbursement. Reimbursement shall be based on eligible actual and indirect costs associated with performance of the contract work. The Recipient shall provide copies of said records and documents to the DOT upon request.
- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues, and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish one set of "as-built" plans for any portion of the project which is on, or intersects with, any Primary Road or Primary Road extension to the DOT's contact person for future maintenance and road design purposes.

- g. If this project requires the installation of, or modification to, a traffic signal system, the Recipient shall be responsible for all future ownership, maintenance, operation, and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final reimbursement from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

## **7. Payments and Reimbursements**

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2025.
- b. The DOT will reimburse the Recipient for properly documented and certified claims for eligible project costs. The DOT may withhold up to 5% of the construction costs, or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DOT determines the Recipient has been over-reimbursed, the Recipient shall reimburse the overpaid amount to the DOT. After the final audit or review is complete, and after the Recipient has provided all required paperwork, the DOT will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the DOT may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
- f. In the event a default is not cured, the DOT may revoke funding commitments and/or seek repayment of TSIP funds granted by this agreement through charges against the Recipient's road use tax funds.

## **8. General Provisions**

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors, or misrepresentations.

- b. To the extent allowed by law, the Recipient agrees to indemnify, defend, and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the DOT has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The Recipient shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.
- f. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- g. This agreement is not assignable without the prior written consent of the DOT.
- h. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- i. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-TS-008 as of the date shown opposite its signature below.

**City of Ankeny, Iowa:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.

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

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that  
\_\_\_\_\_, who signed said Agreement for and on behalf of the City was duly  
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

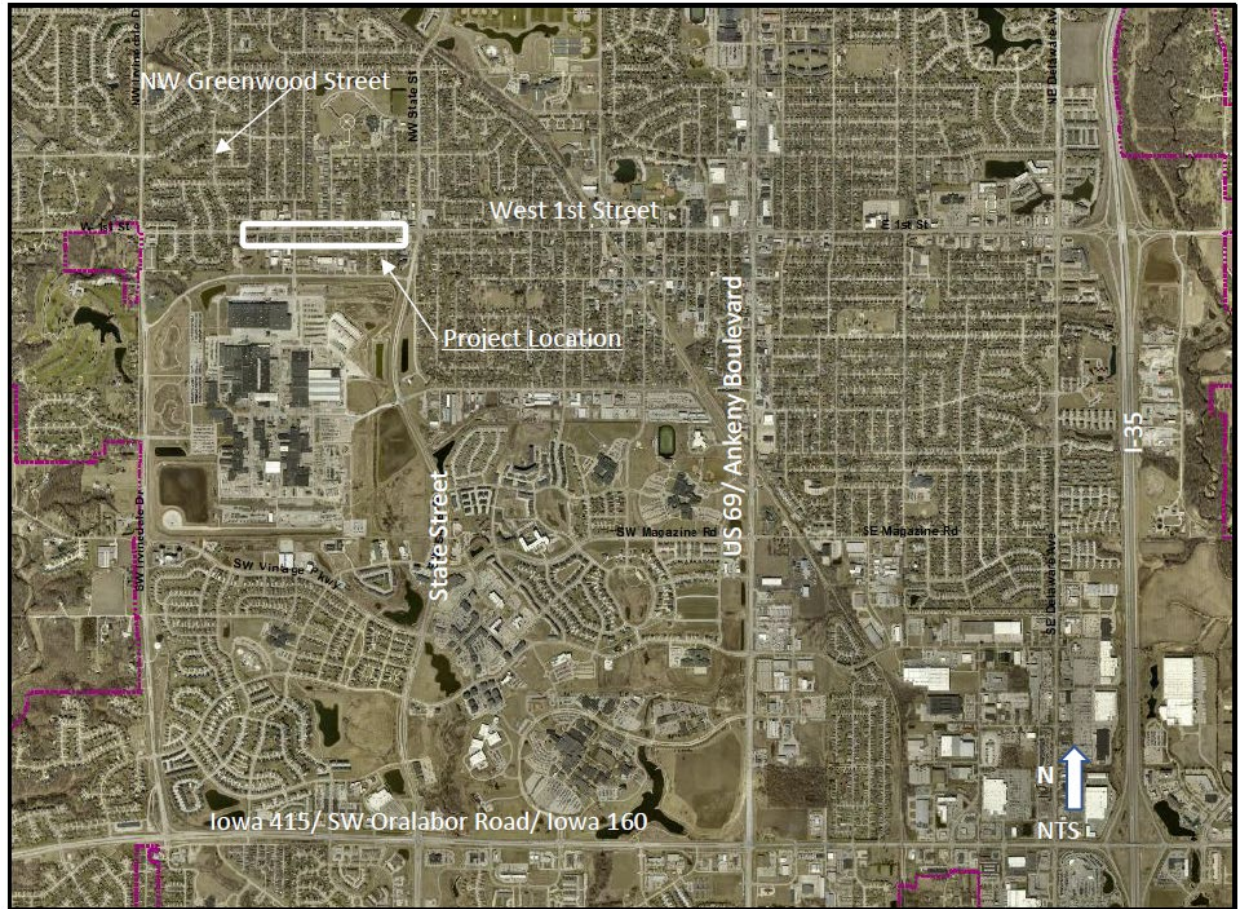
Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
City Clerk of Ankeny, Iowa

**Iowa Department of Transportation:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.

Hossein Naraghi, PhD  
Director  
Traffic and Safety Bureau

**EXHIBIT A-1**  
[Project Location]



**EXHIBIT A-2**  
[Estimated Project Cost]

| SUDAS      | DESCRIPTION                            | Estimated Cost | Safety Portion | Est. Safety Cost | Non-Safety Cost |
|------------|----------------------------------------|----------------|----------------|------------------|-----------------|
| Division 2 | Earthwork                              | \$ 822,245     | 20%            | \$ 164,400       | \$ 657,845      |
| Division 3 | Trench Excavation & Backfill           | \$ 10,000      | 20%            | \$ 2,000         | \$ 8,000        |
| Division 4 | Sewers & Drains                        | \$ 669,400     |                |                  | \$ 669,400      |
| Division 5 | Water Mains & Appurtances              | \$ 818,775     |                |                  | \$ 818,775      |
| Division 6 | Structures for Sanitary & Storm Sewers | \$ 264,000     |                |                  | \$ 264,000      |
| Division 7 | Streets & Related Work                 | \$ 2,534,515   | 20%            | \$ 506,900       | \$ 2,027,615    |
| Division 6 | Traffic Control                        | \$ 199,775     | 20%            | \$ 40,000        | \$ 159,775      |
| Division 7 | Site Work & Landscaping                | \$ 82,500      |                |                  | \$ 82,500       |
| Division 8 | Miscellaneous                          | \$ 532,500     | 10%            | \$ 53,300        | \$ 479,200      |

|                                       |              |            |              |
|---------------------------------------|--------------|------------|--------------|
| Construction Subtotal (rounded)       | \$ 5,934,000 | \$ 766,600 | \$ 5,167,400 |
| Other Special & Contingency (20% +/-) | \$ 1,437,000 | \$ 153,300 | \$ 1,283,700 |
| Construction Total                    | \$ 7,371,000 | \$ 919,900 | \$ 6,451,100 |
| Design Services (15% +/-)             | \$ 1,106,000 |            | \$ 1,106,000 |
| Construction Services (10% +/-)       | \$ 737,000   |            | \$ 737,000   |
| Streetlights                          | \$ 150,000   |            | \$ 150,000   |
| Property Acquisitions                 | \$ 100,000   |            | \$ 100,000   |
| Estimated Total Project Costs         | \$ 9,464,000 | \$ 919,900 | \$ 8,544,100 |

## Notes:

1. Items related to center two-way left-turn lane at 20% safety cost (1 of 5 lanes).
2. Division 8 (Mobilization) estimated at 10% for safety cost.

| Proposed Funding Sources           | Amount       |
|------------------------------------|--------------|
| Traffic Safety Improvement Program | \$ 500,000   |
| MPO/ STBG Grants                   | \$ 2,846,500 |
| Local Funds                        | \$ 6,117,500 |



**EXHIBIT B**  
**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES**  
**ON NON-FEDERAL AID PROJECTS**  
**(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems [I.M. 5.020](#) for additional information.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems [I.M. 5.020](#).
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.  
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.

**RESOLUTION 2025-XXX**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION (IOWA DOT) AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED WEST 1<sup>ST</sup> STREET WIDENING AND IMPROVEMENTS – PHASE 2 PROJECT**

---

**WHEREAS**, City of Ankeny staff applied to the Iowa Department of Transportation (Iowa DOT) for Traffic Safety Improvement Program (TSIP) funding to facilitate the construction of the West 1<sup>st</sup> Street Widening and Improvements – Phase 2 project, and the Iowa DOT subsequently approved the City’s application in the amount of \$500,000; and

**WHEREAS**, the City deems it to be in the best interest of the residents of the City to enter into an agreement with the Iowa DOT for the sharing of project costs for said West 1<sup>st</sup> Street Widening and Improvements – Phase 2 project.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa DOT for Traffic Safety Improvement Program (TSIP) funding.

**DATED** at the City of Ankeny, Iowa, this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Vintage Business Park at Prairie Trail Plat 10.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Vintage Business Park at Prairie Trail Plat 10
2. Certificate of Completion
3. Letter of Assurance



## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10 FOR UTILITIES

---

**WHEREAS**, on the 18<sup>th</sup> day of April, 2022, the City of Ankeny, Iowa entered into a three-party contract with Team Excavating, Inc., the Contractor, and DRA Properties, L.C., the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-205; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 17<sup>th</sup>, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

Ankeny, Iowa

February 17, 2025

This is to certify that the construction improvements on the **Vintage Business Park At Prairie Trail Plat 10** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Nilles*

*P.E., C.P.E.S.C.*

*Nilles Associates, Inc.*

*Iowa License Number 26369*



February 17, 2025

City of Ankeny  
Engineering Department  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023

**RE: Public Improvements for Vintage Business Park at Prairie Trail Plat 10  
NAI Project No. 21241**

We have previously submitted the following documents supporting the completion of public improvements associated with Vintage Business Park at Prairie Trail Plat 10:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



**JAKE NILLES, PE, CPESC**

**NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER**  
[www.nillesinc.com](http://www.nillesinc.com)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Heritage Commercial at Prairie Trail Plat 1.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Certificate of Completion
3. Letter of Assurance



## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1 FOR UTILITIES

---

**WHEREAS**, on the 18<sup>th</sup> day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with J & K Contracting, LLC, the Contractor, and Prairie Trail Commercial, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2024-106; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 17<sup>th</sup>, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## HERITAGE COMMERCIAL AT PRAIRE TRAIL PLAT 1

Ankeny, Iowa

February 17, 2025

This is to certify that the construction improvements on the **Heritage Commercial At Prairie Trail Plat 1** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Nilles*

*P.E., C.P.E.S.C.*

*Nilles Associates, Inc.*

*Iowa License Number 26369*

February 17, 2025

City of Ankeny  
Engineering Department  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023

**RE: Public Improvements for Heritage Commercial At Prairie Trail Plat 1  
NAI Project No. 22111**

We have previously submitted the following documents supporting the completion of public improvements associated with Heritage Commercial At Prairie Trail Plat 1:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



**JAKE NILLES, PE, CPESC**

**NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER**  
[www.nillesinc.com](http://www.nillesinc.com)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Heritage Commercial at Prairie Trail Plat 1.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Paving Acceptance
2. Certificate of Completion
3. Letter of Assurance





## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1 FOR PAVING

---

**WHEREAS**, on the 18<sup>th</sup> day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with All Star Concrete, LLC, the Contractor, and Prairie Trail Commercial, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2024-108; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 17<sup>th</sup>, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## HERITAGE COMMERCIAL AT PRAIRE TRAIL PLAT 1

Ankeny, Iowa

February 17, 2025

This is to certify that the construction improvements on the **Heritage Commercial At Prairie Trail Plat 1** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Nilles*

*P.E., C.P.E.S.C.*

*Nilles Associates, Inc.*

*Iowa License Number 26369*

February 17, 2025

City of Ankeny  
Engineering Department  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023

**RE: Public Improvements for Heritage Commercial At Prairie Trail Plat 1  
NAI Project No. 22111**

We have previously submitted the following documents supporting the completion of public improvements associated with Heritage Commercial At Prairie Trail Plat 1:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



**JAKE NILLES, PE, CPESC**

**NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER**  
[www.nillesinc.com](http://www.nillesinc.com)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Heritage Commercial at Prairie Trail Plat 1.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Certificate of Completion
3. Letter of Assurance



**RESOLUTION**

**RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN HERITAGE  
COMMERCIAL AT PRAIRIE TRAIL PLAT 1 FOR SUBGRADE PREP**

---

**WHEREAS**, on the 18<sup>th</sup> day of May, 2024, the City of Ankeny, Iowa entered into a three-party contract with Accurate Commercial, LLC, the Contractor, and Prairie Trail Commercial, the Developer, for the construction of certain public improvements generally described as Subgrade Prep, approved under Resolution No. 2024-107; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 17<sup>th</sup>, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk



# CERTIFICATE OF COMPLETION

## HERITAGE COMMERCIAL AT PRAIRE TRAIL PLAT 1

Ankeny, Iowa

February 17, 2025

This is to certify that the construction improvements on the **Heritage Commercial At Prairie Trail Plat 1** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Nilles*

*P.E., C.P.E.S.C.*

*Nilles Associates, Inc.*

*Iowa License Number 26369*

February 17, 2025

City of Ankeny  
Engineering Department  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023

**RE: Public Improvements for Heritage Commercial At Prairie Trail Plat 1  
NAI Project No. 22111**

We have previously submitted the following documents supporting the completion of public improvements associated with Heritage Commercial At Prairie Trail Plat 1:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



**JAKE NILLES, PE, CPESC**

**NILLES ASSOCIATES, INC | PROJECT ENGINEER/MANAGER**  
[www.nillesinc.com](http://www.nillesinc.com)



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement with Deer Creek Estates LLC.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL  
Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The City entered into a Development Agreement with Deer Creek Estates LLC (Developer) regarding construction of a westbound left-turn lane, eastbound left-turn lane, and traffic signal located at the intersection of E 1st St and SE Four Mile Dr, also known as NE 29th St. The City agreed to reimburse the Developer 50% of the traffic signal construction costs - not to exceed \$75,000, 50% of the westbound left-turn lane construction costs - not to exceed \$178,500, 100% of the eastbound left-turn lane costs - not to exceed \$34,500, and 25% of the engineering design and construction observation costs - not to exceed \$19,000, for a maximum total reimbursement of \$307,000, within 30 days after the construction was completed and accepted by the City Council. The improvements were accepted 01/06/2025. The final reimbursement cost due to the Developer was \$239,272.72.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve the Resolution and Certificate as attached.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. Certificate of Termination of Development Agreement
2. Resolution

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

**PREPARED BY: Lanie Boas, PE, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023**

**(515) 963-3541**

**CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANKENY, IOWA AND DEER CREEK ESTATES, LLC**

---

**WHEREAS**, Deer Creek Estates, LLC entered into a Development Agreement with the City of Ankeny, Iowa for the purposes of sharing the costs of a future traffic signal, a westbound left turn lane, an eastbound left turn lane, and engineering related costs at the intersection of SE Four Mile Dr, also known as NE 29th Street, and E 1st Street, associated with the development of The Crossings at Deer Creek Plat 15; and

**WHEREAS**, said Development Agreement was recorded on May 23, 2024 in Book 19805 at Page 234 of the Polk County, Iowa records; and

**WHEREAS**, the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE**, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on May 23, 2024 in Book 19805 at Page 234 of the Polk County, Iowa records.

**DATED** this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the \_\_\_\_\_ day of February 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bobbi Bentz 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 the said Bobbi Bentz 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

## RESOLUTION

**RESOLUTION ACCEPTING TERMINATION OF DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ANKENY, IOWA AND DEER CREEK ESTATES, LLC  
CONCERNING THE REIMBURSEMENT OF FIFTY PERCENT (50%) OF THE COSTS  
RELATED TO TRAFFIC SIGNAL CONSTRUCTION, FIFTY PERCENT (50%) OF  
THE COSTS RELATED TO WESTBOUND LEFT TURN LANE CONSTRUCTION,  
ONE HUNDRED PERCENT (100%) OF THE COSTS RELATED TO EASTBOUND  
LEFT TURN LANE CONSTRUCTION, AND TWENTY FIVE PERCENT (25%) FOR  
ENGINEERING DESIGN RELATED COSTS ASSOCIATED WITH THE  
DEVELOPMENT OF THE CROSSINGS AT DEER CREEK PLAT 15**

---

**WHEREAS**, Deer Creek Estates, LLC entered into a Development Agreement with the City of Ankeny, Iowa for the purposes of sharing the costs of a future traffic signal, a westbound left turn lane, an eastbound left turn lane, and engineering related costs at the intersection of SE Four Mile Dr, also known as NE 29th Street, and E 1st Street, associated with the development of The Crossings at Deer Creek Plat 15; and

**WHEREAS**, said Development Agreement was recorded on May 23, 2024 in Book 19805 at Page 234 of the Polk County, Iowa records; and

**WHEREAS**, the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE**, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on May 23, 2024 in Book 19805 at Page 234 of the Polk County, Iowa records.

**DATED** this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

**NE 36th Street and NE 38th Street Water Main Loop Project:** Consider motion to approve:  
a) Final Change Order #1 decreasing the contract amount by \$51,517.50; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Granite Excavating, LLC in the amount of \$1,180,184.50; and d) Final Payment #3 in the amount of \$196,504.18; Retainage Payment in the amount of \$59,009.22.

ORIGINATING DEPARTMENT  
Municipal Utilities

COUNCIL GOAL  
Upgrade Essential Infrastructure

ACTION REQUESTED  
Resolution  
LEGAL  
No review required

EXECUTIVE SUMMARY

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Grantie Excavating, LLC for the NE 36th Street and NE 38th Street Water Main Loop project.

The NE 36th Street and NE 38th Street Water Main Loop project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #1 decreasing the contract amount by \$51,517.50.
- 2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is \$1,180,184.50.
- 3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NE 36th Street and NE 38th Street Water Main Loop project and establishes the final contract amount to be \$1,180,184.50.
- 4) Final Payment: Granite Excavating, LLC = \$196,504.18  
Retainage Payment: Granite Excavating, LLC = \$59,009.22

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.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 decreasing the contract amount by \$51,517.50.
2. Accept the Certificate of Completion from the project engineer for the NE 36th Street and NE 38th Street Water Main Loop project.
3. Adopt the Resolution accepting the NE 36th Street and NE 38th Street Water Main Loop project with Granite Excavating, LLC in the final contract amount of \$1,180,184.50; and
4. Authorize final payment to Granite Excavating, LLC in the amount of \$196,504.18 and release of retainage payment in the amount of \$59,009.22 in accordance with the terms of the contract.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 15, 2024: The council approved a motion to adopt a Resolution accepting the proposal from Granite Excavating, LLC in the amount of \$1,231,702.00 for the construction of the NE 36th Street and NE 38th Street Water Main Loop project.

#### FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. Granite Excavating CO #1 Final
2. Ankeny - Certificate of Completion
3. Granite - Payment #3 - Final
4. Resolution - NE 36th St & NE 38th St Water Main Loop

# CHANGE ORDER FORM



**Project Title:** NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP  
**Contractor:** Granite Excavating LLC.  
**Address:** 111 2nd Street, Polk City, IA, 50226  
**Finance Budget Code:** 618.3618.4450 **Finance Project #** 618.445  
**Vendor Project or Invoice #:** 0 **PO #** 0  
**Original Contract Date:** April 15, 2024 **Vendor #** 11835

Change Order Number: 1 (Pink)

Change Order Date: February 17, 2025

**Purpose of Change Order:**

This change order accounts for modifications to Hydrant #1 & Hydrant #2 for NDA Farms easement agreement, Adjustment of quantities for items constructed, change of BFM temporary mulching to straw temporary mulching, and Liquidated Damages for extension of project beyond the completion date.

**Details of Change Order:**

| ITEM # | DESCRIPTION                                               | UNITS | QUANTITY CHANGE | UNIT PRICE  | EXTENDED PRICE |
|--------|-----------------------------------------------------------|-------|-----------------|-------------|----------------|
| 1      | TRENCH FOUNDATION (CONTINGENCY)                           | TON   | (150.00)        | \$ 60.00    | \$ (9,000.00)  |
| 2      | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CONTINGENCY) | CY    | (150.00)        | \$ 46.00    | \$ (6,900.00)  |
| 3      | TILE REPAIR, 4 TO 8-INCH (CONTINGENCY)                    | LF    | 815.00          | \$ 25.00    | \$ 20,375.00   |
| 4      | TEMPORARY BFM MULCHING                                    | AC    | (12.60)         | \$ 2,900.00 | \$ (36,540.00) |
| 5      | EROSION CONTROL MEASURES                                  | LF    | (1,250.00)      | \$ 2.00     | \$ (2,500.00)  |
| 6      | HYDRANT 1 MODIFICATIONS                                   | LS    | 1.00            | \$ 1,902.00 | \$ 1,902.00    |
| 7      | HYDRANT 2 MODIFICATIONS                                   | LS    | 1.00            | \$ 1,620.50 | \$ 1,620.50    |
| 8      | TEMPORARY STRAW MULCHING                                  | AC    | 10.75           | \$ 700.00   | \$ 7,525.00    |
| 9      | LIQUIDATED DAMAGES FOR CONTRACT TIME OVERRUN              | DAY   | 56.00           | \$ (500.00) | \$ (28,000.00) |
| 10     |                                                           |       |                 |             | \$ -           |

Change Order Number: 1 makes the following adjustments to the contract: **\$ (51,517.50)**

**Contractor Accepted:** Granite Excavating LLC.  
 Signature: [Signature] Firm Name: Granite Excavating LLC.  
 Date: 1/31/25

**Engineer Approved:** Strand Associates, Inc.  
 Signature: [Signature] Firm Name: Strand Associates, Inc.  
 Date: 1/31/25

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

**Attest for Owner:**

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

**Record of Change Orders**

| #                               | Date              | Amount                 |
|---------------------------------|-------------------|------------------------|
| <b>Original Contract Amount</b> |                   | <b>\$ 1,231,702.00</b> |
| 1                               | February 17, 2025 | \$ (51,517.50)         |
| 2                               |                   |                        |
| 3                               |                   |                        |
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**Revised Contract Amount** **\$ 1,180,184.50**

# CERTIFICATE OF COMPLETION

## ***NE 36th Street and NE 38th Street Water Main Loop***

**Ankeny, Iowa**

***February 17, 2025***

This is to certify that the construction improvements on the ***NE 36th Street and NE 38th Street Water Main Loop*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$1,180,184.50***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Mitch Holtz, P.E.  
Project Manager  
Strand Associates, Inc.  
Iowa License Number 19936*



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP  
**Contractor:** Granite Excavating LLC.  
**Address:** 111 2nd Street, Polk City, IA, 50226  
**Finance Budget Code:** 618.3618.4450 ✓ **Finance Project #** 618.4450 ✓  
**Vendor Project or Invoice #:** **PO #**  
**Original Contract Date:** April 15, 2024 **Vendor #** 11835 ✓

**Date of Council Meeting:** February 17, 2025 **PAYMENT REQUEST #** 3 (Final)  
**PAYMENT PERIOD:** From: November 9, 2024 Through: January 16, 2025

## Contract Summary

|                                         |    |              |            |
|-----------------------------------------|----|--------------|------------|
| Original Contract Amount:               | \$ | 1,231,702.00 |            |
| Net change by Change Orders:            | \$ | (51,517.50)  |            |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 1,180,184.50 | ✓          |
| Total completed and stored to date:     | \$ | 1,180,184.50 |            |
| Retainage: 5 % of Completed Work:       | \$ | 59,009.23    | ✓          |
| Total Earned less Retainage:            | \$ | 1,121,175.28 |            |
| Less previous applications for payment: | \$ | 924,671.10   |            |
| SUBTOTAL                                | \$ |              | 196,504.18 |

**OTHER CHARGES** (Attach an Itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 196,504.18

**Balance to finish, including retainage:** \$ 59,009.23 ✓

**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.

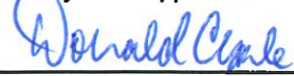
**Construction Contractor Approval:** Granite Excavating LLC.

Signature:  Firm Name: \_\_\_\_\_ Date: 1/31/25

**Engineer / Consultant Approval:** Strand Associates, Inc.

Signature:  Firm Name: \_\_\_\_\_ Date: 1/31/25

**City of Ankeny Staff Approval:**

Signature:  Date: 1/31/25

**Submit to:** Donald Clark, P.E. - Director of Municipal Utilities  
**E-mail:** [dclark@ankenyiowa.gov](mailto:dclark@ankenyiowa.gov) **Phone:** 515-963-3529 **Fax:** 515-963-3535

Date Printed: 1/30/2025

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## CONTRACT PRICE DETAIL

| ITEM NO. | DESCRIPTION<br>(Include Change Order # if Applicable)          | UNITS | ORIGINAL<br>PROPOSED<br>QUANTITY | QUANTITY<br>CHANGE (BY<br>CHANGE<br>ORDER) | TOTAL<br>QUANTITY | UNIT PRICE   | EXTENDED PRICE | QUANTITY<br>COMPLETE | VALUE OF<br>COMPLETED WORK | REMAINING<br>QUANTITY | PERCENT<br>COMPLETE |
|----------|----------------------------------------------------------------|-------|----------------------------------|--------------------------------------------|-------------------|--------------|----------------|----------------------|----------------------------|-----------------------|---------------------|
| 1.01     | ADDITIONAL INSURANCE REQUIREMENTS                              | LS    | 1.00                             |                                            | 1.00              | \$ 200.00    | \$ 200.00      | 1.00                 | \$ 200.00                  | -                     | 100.00%             |
| 2.01     | CLEARING AND GRUBBING                                          | LS    | 1.00                             |                                            | 1.00              | \$ 2,000.00  | \$ 2,000.00    | 1.00                 | \$ 2,000.00                | -                     | 100.00%             |
| 3.01     | TRENCH FOUNDATION (CONTINGENCY)                                | TON   | 150.00                           | (150.00)                                   | -                 | \$ 60.00     | \$ -           |                      | \$ -                       | -                     | 0.00%               |
| 3.02     | REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL (CONTINGENCY)      | CY    | 150.00                           | (150.00)                                   | -                 | \$ 46.00     | \$ -           |                      | \$ -                       | -                     | 0.00%               |
| 3.03     | TRENCH COMPACTION TESTING                                      | LS    | 1.00                             |                                            | 1.00              | \$ 3,000.00  | \$ 3,000.00    | 1.00                 | \$ 3,000.00                | -                     | 100.00%             |
| 4.01     | TILE REPAIR, 4 TO 8-INCH (CONTINGENCY)                         | LF    | 100.00                           | 815.00                                     | 915.00            | \$ 25.00     | \$ 22,875.00   | 915.00               | \$ 22,875.00               | -                     | 100.00%             |
| 4.02     | TILE REPAIR, 10 TO 15-INCH (CONTINGENCY)                       | LF    | 100.00                           |                                            | 100.00            | \$ 33.00     | \$ 3,300.00    | 100.00               | \$ 3,300.00                | -                     | 100.00%             |
| 5.01     | WATER MAIN CONNECTION AT 16-INCH, NORTH CONNECTION             | LS    | 1.00                             |                                            | 1.00              | \$ 6,000.00  | \$ 6,000.00    | 1.00                 | \$ 6,000.00                | -                     | 100.00%             |
| 5.02     | WATER MAIN CONNECTION AT 16-INCH, SOUTH CONNECTION             | LS    | 1.00                             |                                            | 1.00              | \$ 1,900.00  | \$ 1,900.00    | 1.00                 | \$ 1,900.00                | -                     | 100.00%             |
| 5.03     | WATER MAIN CONNECTION AT 12-INCH, NE 29TH STREET CONNECTION    | LS    | 1.00                             |                                            | 1.00              | \$ 2,400.00  | \$ 2,400.00    | 1.00                 | \$ 2,400.00                | -                     | 100.00%             |
| 5.04     | WATER MAIN, TRENCHED, 16-INCH                                  | LF    | 10,752.00                        |                                            | 10,752.00         | \$ 68.00     | \$ 731,136.00  | 10,752.00            | \$ 731,136.00              | -                     | 100.00%             |
| 5.05     | WATER MAIN, TRENCHLESS, 16-INCH                                | LF    | 619.00                           |                                            | 619.00            | \$ 280.00    | \$ 173,320.00  | 619.00               | \$ 173,320.00              | -                     | 100.00%             |
| 5.06     | WATER MAIN TEE, 16-INCH, WITH 16-INCH MJ CAP                   | EA    | 1.00                             |                                            | 1.00              | \$ 3,000.00  | \$ 3,000.00    | 1.00                 | \$ 3,000.00                | -                     | 100.00%             |
| 5.07     | WATER MAIN TEE, 16-INCH X 12-INCH, WITH 12-INCH MJ CAP         | EA    | 1.00                             |                                            | 1.00              | \$ 2,000.00  | \$ 2,000.00    | 1.00                 | \$ 2,000.00                | -                     | 100.00%             |
| 5.08     | WATER SERVICE CORP AND CURB STOP                               | EA    | 5.00                             |                                            | 5.00              | \$ 600.00    | \$ 3,000.00    | 5.00                 | \$ 3,000.00                | -                     | 100.00%             |
| 5.09     | WATER SERVICE, 1-INCH                                          | LF    | 402.00                           |                                            | 402.00            | \$ 29.00     | \$ 11,658.00   | 402.00               | \$ 11,658.00               | -                     | 100.00%             |
| 5.10     | TRACER WIRE ACCESS PEDESTAL                                    | EA    | 10.00                            |                                            | 10.00             | \$ 250.00    | \$ 2,500.00    | 10.00                | \$ 2,500.00                | -                     | 100.00%             |
| 5.11     | GATE VALVE, 12-INCH                                            | EA    | 1.00                             |                                            | 1.00              | \$ 5,100.00  | \$ 5,100.00    | 1.00                 | \$ 5,100.00                | -                     | 100.00%             |
| 5.12     | GATE VALVE, 16-INCH                                            | EA    | 9.00                             |                                            | 9.00              | \$ 13,300.00 | \$ 119,700.00  | 9.00                 | \$ 119,700.00              | -                     | 100.00%             |
| 5.13     | FIRE HYDRANT ASSEMBLY, WM-201                                  | EA    | 9.00                             |                                            | 9.00              | \$ 8,500.00  | \$ 76,500.00   | 9.00                 | \$ 76,500.00               | -                     | 100.00%             |
| 5.14     | FIRE HYDRANT ASSEMBLY, REMOVE AND REPLACE                      | EA    | 1.00                             |                                            | 1.00              | \$ 2,850.00  | \$ 2,850.00    | 1.00                 | \$ 2,850.00                | -                     | 100.00%             |
| 7.01     | PAVEMENT REMOVAL                                               | SY    | 76.00                            |                                            | 76.00             | \$ 13.00     | \$ 988.00      | 76.00                | \$ 988.00                  | -                     | 100.00%             |
| 8.01     | TRAFFIC CONTROL                                                | LS    | 1.00                             |                                            | 1.00              | \$ 7,000.00  | \$ 7,000.00    | 1.00                 | \$ 7,000.00                | -                     | 100.00%             |
| 9.01     | HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 1 | AC    | 0.55                             |                                            | 0.55              | \$ 5,200.00  | \$ 2,860.00    | 0.55                 | \$ 2,860.00                | -                     | 100.00%             |
| 9.02     | HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - TYPE 2 | AC    | 0.50                             |                                            | 0.50              | \$ 4,700.00  | \$ 2,350.00    | 0.50                 | \$ 2,350.00                | -                     | 100.00%             |
| 9.03     | TEMPORARY BFM MULCHING                                         | AC    | 12.60                            | (12.60)                                    | -                 | \$ 2,900.00  | \$ -           | -                    | \$ -                       | -                     | 0.00%               |
| 9.04     | EROSION CONTROL MEASURES                                       | LF    | 2,000.00                         | (1,250.00)                                 | 750.00            | \$ 2.00      | \$ 1,500.00    | 750.00               | \$ 1,500.00                | -                     | 100.00%             |
| 11.01    | MOBILIZATION                                                   | LS    | 1.00                             |                                            | 1.00              | \$ 10,000.00 | \$ 10,000.00   | 1.00                 | \$ 10,000.00               | -                     | 100.00%             |
| CO1.1    | HYDRANT 1 MODIFICATIONS                                        | LS    | -                                | 1.00                                       | 1.00              | \$ 1,902.00  | \$ 1,902.00    | 1.00                 | \$ 1,902.00                | -                     | 100.00%             |
| CO1.2    | HYDRANT 2 MODIFICATIONS                                        | LS    | -                                | 1.00                                       | 1.00              | \$ 1,620.50  | \$ 1,620.50    | 1.00                 | \$ 1,620.50                | -                     | 100.00%             |
| CO1.3    | TEMPORARY STRAW MULCHING                                       | AC    | -                                | 10.75                                      | 10.75             | \$ 700.00    | \$ 7,525.00    | 10.75                | \$ 7,525.00                | -                     | 100.00%             |
| CO1.4    | LIQUIDATED DAMAGES FOR CONTRACT TIME OVERRUN                   | DAY   | -                                | 56.00                                      | 56.00             | \$ (500.00)  | \$ (28,000.00) | 56.00                | \$ (28,000.00)             | -                     | 100.00%             |
|          |                                                                |       |                                  |                                            |                   |              |                |                      |                            |                       |                     |
|          |                                                                |       |                                  |                                            |                   |              |                |                      |                            |                       |                     |

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,180,184.50

\$ 1,180,184.50

0.00%



### CONTRACTOR'S APPLICATION

· (Contract):

NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP

Application Number:

3

Application Period:

|                   |
|-------------------|
| Application Date: |
|-------------------|

1/30/2025

[illegible]



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

| No. | Date | Amount        |
|-----|------|---------------|
| 1   |      | \$ 770,478.50 |
| 2   |      | \$ 154,192.60 |
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## Previous Applications for Payment

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TOTAL \$ 924,671.10

## Record of Change Orders

| No. | Date             | Amount         |
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| 1   | January 17, 2025 | \$ (51,517.50) |
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TOTAL \$ (51,517.50)

## Contract Time Remaining

|                          |              |
|--------------------------|--------------|
| Contract Period:         | Working Days |
| Original Contract Date:  |              |
| Original Contract Time:  | 80.00        |
| Added by Change Order:   |              |
| Contract Time to Date:   | 80.00        |
| Time Used to Date:       | 80.00        |
| Contract Time Remaining: | -            |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

#### **RESOLUTION ACCEPTING THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP**

WHEREAS, on the **15th** day of **April**, 2024, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Granite Excavating, LLC** of **Polk City, Iowa**, for the construction of certain public improvements generally described as the NE 36th Street and NE 38th Street Water Main Loop; and

WHEREAS, the contractor has fully completed the construction of the public 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 **February 17, 2025**:

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 public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$1,180,184.50**, as shown in the report of the Engineer.

PASSED AND APPROVED this 17th day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the Professional Services Agreement with AECOM Technical Services, Inc. for the traffic and concept study for the Interstate 35 and NE 36th Street Interchange Improvements in an amount not to exceed \$168,700.00.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement with AECOM Technical Services, Inc. for the traffic and concept study for the Interstate 35 and NE 36th Street Interchange Improvements. The purpose of the improvement project is to prepare for future mixed commercial, services, recreational, office, and residential development with the design and construction of street and traffic signal improvements on NE 36th Street, from just west of I-35 to just east of I-35, and the northbound and southbound I-35 ramps. The traffic impact study (TIS) completed for the proposed commercial and residential development on the south side of NE 36th Street, east of I-35, showed the need for an additional westbound left-turn lane on NE 36th Street at the southbound I-35 ramps intersection; and an additional receiving lane on the southbound I-35 on-ramp. Traffic signal modifications will also be required. Based on feedback received from Iowa Department of Transportation (DOT) in Fall 2024, the proposed improvements must be confirmed by the traffic study and a potential Interchange Operations Report (IOR). At this time, the proposed schedule for the project includes the traffic study and IOR in 2025, design in 2025 and early 2026, and construction in 2026.

The scope of the traffic and concept study includes traffic forecasting, operational analysis, safety analysis, development of an evaluation matrix, and the associated technical memos for an amount not to exceed \$141,600.00. The agreement also includes optional tasks that may be required by Iowa DOT or Federal Highway Administration (FHWA), such as predictive safety analysis and the IOR, for an amount not to exceed \$27,100.00. These optional tasks will not be completed until specifically authorized by the City. The scope and corresponding fees, totaling \$168,700.00, are shown in the attached Professional Services Agreement.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Professional Services Agreement with AECOM Technical Services, Inc. for the traffic and concept study for the Interstate 35 and NE 36th Street Interchange Improvements in an amount not to exceed \$168,700.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project, STR-25-001, is included in the current City of Ankeny Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Professional Services Agreement

## DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this \_\_\_\_\_, 2025, is by and between City of Ankeny, Iowa, a public agency, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

**3. COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

**4. NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

Public Services Building  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023  
Attn: Leslie Hart, PE, PTOE [Project Manager]

**TO AECOM:**

501 Sycamore Street, Suite 222  
Waterloo, Iowa 50703  
Attn: Michelle Sweeney, PE, PTOE [Contract Manager]

Claims-related notices shall be copied to:  
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.



## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## **9. DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including

work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

**10. RECORD DRAWINGS** Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

## **11. ELECTRONIC FILES**

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after

delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

## **12. CERTIFICATION**

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

**13. CHANGED SITE CONDITIONS** The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

**14. MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

**15. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**16. FORCE MAJEURE** Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-

2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

## **17. INSURANCE**

17.1 The provisions of the document entitled "City of Ankeny Insurance Requirements for Professional Services" consisting of 4 pages, which are attached hereto, marked as Exhibit D, are hereby made a part of this Agreement.

## **18. INDEMNITY**

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

**19. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**20. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED

\$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **21. DISPUTES RESOLUTION**

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

**22. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

## **23. TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **24. ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

**25. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**26. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**27. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

**28. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**29. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**30. ORDER OF PRECEDENCE**

Executed Change Orders  
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"  
Design Engineering Services Agreement Articles 1 through 30 and 32  
EXHIBIT B Compensation and Payment  
EXHIBIT A Services  
Other contract documents

**31. SPECIAL TERMS AND CONDITIONS**

|                                                                                     |
|-------------------------------------------------------------------------------------|
| Article 20, Risk Allocation and Restriction of Remedies is deleted in its entirety. |
|                                                                                     |

**32. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT:** City of Ankeny, Iowa

*Michelle M. Sweeney*

Signature

Signature

Michelle M. Sweeney, PE, PTOE

Bobbi B. Bentz

Printed Name

Printed Name

Associate Vice President

Mayor

February 3, 2025

Date

Date

Address

501 Sycamore Street, Suite 222  
Waterloo, Iowa 50703

Address

410 West 1<sup>st</sup> Street  
Ankeny, Iowa 50023

(End of page)



## EXHIBIT A

### SERVICES

Services:

|                                      |
|--------------------------------------|
| See Attachment A – Scope of Services |
|                                      |
|                                      |

Schedule:

|                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Methods and Assumptions, Safety Analysis and Operational Analysis will be completed in 7 months. Roadway Geometry and Evaluation Matrix will be completed in 9 months unless extended by written approval of the Client or adjusted by Supplemental Agreement. Optional Tasks will begin after the notice to proceed and completed within 2 months. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Deliverables:

|                                          |
|------------------------------------------|
| Methods and Assumptions Memo             |
| Traffic Forecast Memo                    |
| Safety Analysis Memo                     |
| Operational Analysis Memo                |
| Evaluation Matrix                        |
| Interchange Operations Report (Optional) |
| Traffic Simulation Video (Optional)      |

AECOM Project Manager

|               |                                                      |
|---------------|------------------------------------------------------|
| Name          | Michelle Sweeney, PE, PTOE                           |
| Title         | Associate Vice President                             |
| Address       | 501 Sycamore Street, Suite 222, Waterloo, Iowa 50703 |
| Phone Number  | 319-874-6589                                         |
| Email Address | Michelle.Sweeney@aecom.com                           |

Client Project Manager

|               |                                                 |
|---------------|-------------------------------------------------|
| Name          | Leslie Hart, PE, PTOE                           |
| Title         | Traffic Engineering Manager                     |
| Address       | 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023 |
| Phone Number  | 515-963-3548                                    |
| Email Address | LHart@ankenyiowa.gov                            |

(End of page)

## EXHIBIT B

### COMPENSATION AND PAYMENT

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

☐ Advance retainer of [\$ ] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

☐ Time & Material - See Section 2.1 for Hourly Labor Rates

☐ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ ). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

☐ Lump Sum [\$]:

| Milestone/Deliverable & Date | Payment Amount |
|------------------------------|----------------|
|                              | \$             |

☐ Cost Plus Fixed Fee: [Cost \$ and Fee \$ ]

☒ Other:

|                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost Plus Fixed Fee – Fixed Overhead Rate - See Attachment C<br>Maximum Authorized Amount Payable \$141,600.00<br>Maximum Unauthorized Amount Payable \$27,100.00 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

#### 2.1 HOURLY LABOR RATE SCHEDULE

|     |    |
|-----|----|
| N/A | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |
|     | \$ |

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

## **6 PAYMENT**

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

### **6.6.1 AECOM LOCKBOX:**

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

### **6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:**

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at  
[cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

(End of page)

AECOM Project Name: \_\_\_\_\_  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

## EXHIBIT C

### SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated \_\_\_\_ 20\_\_\_\_ between \_\_\_\_\_ ("Client"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**

|  |
|--|
|  |
|  |
|  |
|  |

**2. Change to Deliverables:**

|  |
|--|
|  |
|--|

**3. Change in Project Schedule** (attach schedule if appropriate):

|  |
|--|
|  |
|--|

**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- ☐ No change to Compensation
- ☐ Time & Material (See **EXHIBIT B** for the Hourly Labor Rate Schedule)
- ☐ Time and Materials with a Not-to-Exceed amount of \$ \_\_\_\_\_. The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- ☐ Lump Sum \$ \_\_\_\_\_

| Milestone/Deliverable & Date | Payment Amount |
|------------------------------|----------------|
|                              | \$ _____       |

- ☐ **Cost Plus Fixed Fee:** Cost \$ \_\_\_\_\_ and Fee \$ \_\_\_\_\_

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ \_\_\_\_\_.

**5. Project Impact:**

|  |
|--|
|  |
|--|

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_

[End of Agreement]

## 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.

**INTERSTATE 35 AND NE 36<sup>TH</sup> STREET  
INTERCHANGE IMPROVEMENTS**

**ANKENY, IOWA**

**ATTACHMENT A  
SCOPE OF SERVICES**

**I. Project Description**

This project consists of the alternative analysis for the modification of the I-35 and NE 36<sup>th</sup> Street Interchange in Ankeny, Iowa, and includes evaluation of the associated sideroad improvements on NE 36<sup>th</sup> Street.

Services to be provided for the project under this agreement will include concept development of expanding and improving the existing Compressed Diamond interchange and coordination with the City of Ankeny (hereafter “the City”) to determine one additional interchange alternative concept, developing final interchange recommendation, project limit review, concept exhibit preparation, and concept cost estimates. The Safety and Traffic Operations Analyses will include the intersections of NE 36<sup>th</sup> Street with NE Otterview Circle, I-35 Ramps and NE 36<sup>th</sup> Street, NE 36<sup>th</sup> Street with NE Spectrum Drive, NE 36<sup>th</sup> Street with NE Four Mile Drive, NE 36<sup>th</sup> Street with NE 38<sup>th</sup> Street, and the merge/diverge impacts to the I-35 corridor. The Interchange Operations Report (IOR) and Traffic Simulation Video shall be optional tasks and not started until notice to proceed has been issued.

**II. Scope of Services**

The Scope of Services is described in more detail as follows:

***Data Collection (Tasks 1-2)***

These tasks consist of collecting and reviewing data from the Iowa DOT, the City, and available information from past studies and reports for the project location. It is anticipated the City will provide traffic data including volume data (traffic forecasts, ADT, turning-movement counts, truck percentages, pedestrian and bicycle counts, speed studies), travel demand model and peak hour traffic forecast volumes, traffic signal timing, as-built construction drawings, aerial photography and proposed geometrics.

**Task 1 – Data Collection**

**Task 2 – Review Data**

***Operational Analysis and Traffic Forecasting Memos (Tasks 3-12)***

**Safety Analysis (Tasks 3-6)**

These tasks include collection of crash history for the last five years from the Iowa DOT and the City, review of the crashes and identification of crash trends, and summarizing crash history. This task also includes an analysis of the Potential for Crash Reduction (PCR) from Iowa DOT’s PCR GIS database. Also included in this task is a qualitative safety analysis.

**Task 3 – Collection of Crash History**

**Task 4 – Summarize Crash History and Crash Statistics**

**Task 5 – Qualitative Safety Analysis**

**Task 6 – Final Safety Analysis Memo**

**Operational Analysis (Tasks 7-12)**

These tasks are to determine AM and PM peak hour level of service values for roadway links, merge/diverge points, and intersections for existing (2025), No-Build (2027), and Build conditions (2050). Traffic forecasts will be developed using growth rates from the travel demand model provided by Des Moines Area MPO and coordinated with the Iowa DOT and the City. Analyses will be completed using Highway Capacity Software (HCS) and/or Synchro and SimTraffic modeling software. AECOM will provide software outputs for analyses detailing performance factors including level of service, total delay and 95<sup>th</sup> percentile queue lengths. AECOM will review queue lengths at ramp terminal intersections and determine possible impacts to adjacent public and private access points. An operational analysis and a comparison of the No-Build and two Build alternatives for an expanded and

improved Compressed Diamond interchange using recommendations from a previously completed IJR, and one additional interchange concept as agreed upon with the City and Iowa DOT. Deliverables will include models utilized for analysis.

**Task 7 – Methods and Assumptions Memo**

**Task 8 – Traffic Forecast Memo**

**Task 9 – Operational Analysis (No-Build and Two Build Alternatives)**

- Expanded and Improved Compressed Diamond with Recommendations from Previous IJR
- One Additional Interchange Concept, as Agreed Upon with the City and Iowa DOT

**Task 10 – Queue Length Review**

**Task 11 – Comparison Review (No-Build and Two Build Alternatives)**

**Task 12 – Final Operational Analysis Memo**

***Roadway Geometry (Tasks 13-16)***

These tasks review the existing infrastructure conditions for consistency with current geometric standards, existing pavement conditions, and identifies existing roadway deficiencies based on geometrics, safety and operations. The evaluation of the No-Build and two Build alternatives will describe the proposed interchange geometry and how it meets the needs of the project. Conceptual roadway geometry will be developed from City provided LIDAR, aerial images, and roadway and utility alignments as available in GIS/CAD files.

**Task 13 – Review Existing Infrastructure**

**Task 14 – Identify Deficiencies**

**Task 15 – Development of Alternative Geometry (Two Build Alternatives)**

**Task 16 – Evaluation of Interchange Geometry and Project Needs (Two Build Alternatives)**

***Develop Evaluation Matrix (Tasks 17-22)***

These tasks include preparation of the Evaluation Matrix for the I-35 and NE 36<sup>th</sup> Street Interchange following Iowa DOT guidelines. The analysis will summarize the existing conditions, bridge and structure review, and cost estimates. The report will be submitted to the City and Iowa DOT for their review, and AECOM will incorporate one round of comments into a final Evaluation Matrix.

**Task 17 – Final Exhibits (Two Build Alternatives)**

**Task 18 – Bridge and Structure Review**

**Task 19 – Utility Review**

**Task 20 – Concept Cost Estimate Development (Two Build Alternatives)**

**Task 21 – Preparation of Draft Evaluation Matrix**

**Task 22 – Final Evaluation Matrix**

***Project Administration (Tasks 23-26)***

These tasks will include internal meetings, project review meetings with Iowa DOT, City staff and AECOM, and quality control review.

It is understood by the City and AECOM that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

**Task 23 – Internal Meetings**

**Task 24 – Project Administration**

**Task 25 – Project Review Meetings (8)**

**Task 26 – Quality Control Review**

### ***Report Preparation (Optional) (Tasks 27-29)***

These tasks prepare an IOR for the I-35 and NE 36<sup>th</sup> Street Interchange following Iowa DOT guidelines. Preparation of IOR will be undertaken only following written 'notice to proceed' from the City. The report will include a summary of the analysis methodology, analysis results and proposed improvements to meet the needs of the project for submittal for Iowa DOT review. AECOM will incorporate one round of comments into a final IOR report. If required by IOR, this task is a Predictive Crash Build Alternative Comparison using interactive Highway Safety Design Model (HSDM).

#### **Task 27 – Provide Predictive Crash Build Alternative Comparison**

#### **Task 28 – Preparation of Draft IOR Report**

#### **Task 29 – Final IOR Report**

### ***Traffic Simulation Video (Optional) (Task 30)***

Traffic simulation videos to be provided for the existing and future interchange alternatives considered with this study. Traffic simulation videos to be developed using Synchro 12 SimTraffic software, including incorporating appropriate calibration inputs to accurately reflect traffic conditions.

#### **Task 30 – Traffic Simulation Video**

### ***Exclusions***

The following design elements are not anticipated for this phase of the project and are not included in the Scope of Services but will be added to the project by supplemental agreement as required.

- Topographic Survey & Base Map Development
- Regulated Materials Investigation/Design
- Water Main and Water Service Design
- Gas, Electric and Communication System Design
- Construction Staging Review
- Sanitary Sewer Extensions, Relocations or Repairs
- Borrow Site Location, Design and Environmental Clearance
- Environmental Property Assessments
- Geotechnical Review
- Renderings
- Drainage and Floodplain Analysis
- Right-of-Way Acquisition
- Concept Statement
- Preliminary and Final Design
- Public Information and Stakeholder Meetings
- Grant Application Assistance and Benefit Cost Analysis

**I-35 and NE 36th Street Interchange  
Alternative Analyses  
City of Ankeny, Iowa**

**Optional Tasks - Unauthorized**

**COST ANALYSIS**

**I. Direct Labor Cost (AECOM Technical Services)**

|     | <u>Category</u>      | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>     |             |
|-----|----------------------|--------------|------------------|-------------------|-------------|
| 1.2 | Senior Professional  | 0            | \$96.69          | \$0.00            |             |
| 2.6 | Project Professional | 20           | \$72.40          | \$1,448.00        |             |
| 3.4 | Staff Professional   | 50           | \$59.71          | \$2,985.50        |             |
| 3.8 | Staff Professional   | 20           | \$60.32          | \$1,206.40        |             |
| 4.1 | Professional         | 8            | \$47.03          | \$376.24          |             |
| 4.9 | Professional         | 100          | \$36.08          | \$3,608.00        |             |
| 5.0 | CADD Operator II     | 0            | \$38.35          | \$0.00            |             |
| 6.0 | CADD Operator I      | 0            | \$23.35          | \$0.00            |             |
| 7.0 | Senior Technician    | 0            | \$47.20          | \$0.00            |             |
| 8.0 | Technician           | 0            | \$35.45          | \$0.00            |             |
| 9.0 | Project Support      | <u>24</u>    | <u>\$43.00</u>   | <u>\$1,032.00</u> | \$10,656.14 |
|     |                      | 222          |                  |                   |             |

II. Payroll Burden and Overhead Provisional Costs (Fixed) 125.50% \$13,373.46

**III. Direct Project Expenses**

|  | <u>Category</u>      | <u>Quantity</u> | <u>Rate/Unit</u> | <u>Amount</u> |        |
|--|----------------------|-----------------|------------------|---------------|--------|
|  | Mileage              |                 | 0.70             | 0.00          |        |
|  | Per Diem             |                 | 60.00            | 0.00          |        |
|  | Lodging              |                 | 110.00           | 0.00          |        |
|  | B/W Copies           |                 | 0.06             | 0.00          |        |
|  | Color Copies         |                 | 0.22             | 0.00          |        |
|  | EDM Equipment        |                 | 15.00            | 0.00          |        |
|  | GPS Equipment        |                 | 15.00            | 0.00          |        |
|  | Miscellaneous, Other |                 |                  | 0.00          |        |
|  |                      |                 |                  |               | \$0.00 |

IV. AECOM Estimated Actual Costs \$24,029.60  
Rounded \$24,000.00

V. Fixed Fee (13%) \$3,123.85  
Rounded \$3,100.00

VI. Prime Consultant Authorized Costs \$27,100.00

VII. Unauthorized Subcontract Expense \$0.00  
\$0.00

VIII. Unauthorized Budget \$27,100.00

IX. Contingency (0%) \$0.00  
\$0.00 Rounded \$0.00

X. Maximum Amount Payable \$27,100.00



I-35 and NE 36th Street Interchange  
Alternative Analyses  
City of Ankeny, Iowa

Attachment C

Optional Tasks - Unauthorized

AECOM Technical Services, Inc.  
Staff Hour Estimate

| Description of Work                                      | 1.2 Senior Prof | 2.6 Project Prof | 3.4 Staff Prof | 3.8 Staff Prof | 4.1 Prof | 4.9 Prof   | 5.0 CADD Op II | 6.0 CADD Op I | 7.0 Senior Technician | 8.0 Technician | 9.0 Project Support | Total      |
|----------------------------------------------------------|-----------------|------------------|----------------|----------------|----------|------------|----------------|---------------|-----------------------|----------------|---------------------|------------|
| <b>Alternative Analyses</b>                              |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
| 27 Provide Predictive Crash Build Alternative Comparison |                 |                  |                | 8              |          | 80         |                |               |                       |                |                     | 88         |
| 28 Preparation of Draft IOR Report                       |                 | 12               | 40             | 8              | 8        | 8          |                |               |                       |                | 16                  | 92         |
| 29 Final IOR Report                                      |                 | 8                | 10             |                |          |            |                |               |                       |                | 8                   | 26         |
| 30 Traffic Simulation Video                              |                 |                  |                | 4              |          | 12         |                |               |                       |                |                     | 16         |
|                                                          |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
|                                                          |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
|                                                          |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
|                                                          |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
|                                                          |                 |                  |                |                |          |            |                |               |                       |                |                     |            |
| <b>TOTAL HOURS</b>                                       | <b>0</b>        | <b>20</b>        | <b>50</b>      | <b>20</b>      | <b>8</b> | <b>100</b> | <b>0</b>       | <b>0</b>      | <b>0</b>              | <b>0</b>       | <b>24</b>           | <b>222</b> |

**I-35 and NE 36th Street Interchange  
Alternative Analyses  
City of Ankeny, Iowa**

**COST ANALYSIS**

**I. Direct Labor Cost (AECOM Technical Services)**

|     | <u>Category</u>      | <u>Hours</u> | <u>Rate/Hour</u> | <u>Amount</u>     |             |
|-----|----------------------|--------------|------------------|-------------------|-------------|
| 1.2 | Senior Professional  | 14           | \$96.69          | \$1,353.66        |             |
| 2.6 | Project Professional | 136          | \$72.40          | \$9,846.40        |             |
| 3.4 | Staff Professional   | 138          | \$59.71          | \$8,239.98        |             |
| 3.8 | Staff Professional   | 144          | \$60.32          | \$8,686.08        |             |
| 4.1 | Professional         | 124          | \$47.03          | \$5,831.72        |             |
| 4.9 | Professional         | 480          | \$36.08          | \$17,318.40       |             |
| 5.0 | CADD Operator II     | 32           | \$38.35          | \$1,227.20        |             |
| 6.0 | CADD Operator I      | 16           | \$23.35          | \$373.60          |             |
| 7.0 | Senior Technician    | 0            | \$47.20          | \$0.00            |             |
| 8.0 | Technician           | 0            | \$35.45          | \$0.00            |             |
| 9.0 | Project Support      | <u>48</u>    | <u>\$43.00</u>   | <u>\$2,064.00</u> | \$54,941.04 |
|     |                      | 1132         |                  |                   |             |

II. Payroll Burden and Overhead Provisional Costs (Fixed) 125.50% \$68,951.01

**III. Direct Project Expenses**

|  | <u>Category</u>      | <u>Quantity</u> | <u>Rate/Unit</u> | <u>Amount</u> |            |
|--|----------------------|-----------------|------------------|---------------|------------|
|  | Mileage              | 500             | 0.70             | 350.00        |            |
|  | Per Diem             | 1               | 60.00            | 60.00         |            |
|  | Lodging              | 1               | 110.00           | 110.00        |            |
|  | B/W Copies           | 1600            | 0.06             | 96.00         |            |
|  | Color Copies         | 1600            | 0.22             | 352.00        |            |
|  | EDM Equipment        | 0               | 15.00            | 0.00          |            |
|  | GPS Equipment        | 0               | 15.00            | 0.00          |            |
|  | Miscellaneous, Other |                 |                  | 600.00        |            |
|  |                      |                 |                  |               | \$1,568.00 |

IV. AECOM Estimated Actual Costs \$125,460.05  
Rounded \$125,500.00

V. Fixed Fee (13%) \$16,105.97  
Rounded \$16,100.00

VI. Prime Consultant Authorized Costs \$141,600.00

VII. Authorized Subcontract Expense \$0.00  
\$0.00

VIII. Authorized Budget \$141,600.00

IX. Contingency (0%) \$0.00  
\$0.00 Rounded \$0.00

X. Maximum Amount Payable \$141,600.00

AECOM Technical Services, Inc.  
Staff Hour Estimate

| Description of Work                                                              | 1.2 Senior Prof | 2.6 Project Prof | 3.4 Staff Prof | 3.8 Staff Prof | 4.1 Prof   | 4.9 Prof   | 5.0 CADD Op II | 6.0 CADD Op I | 7.0 Senior Technician | 8.0 Technician | 9.0 Project Support | Total        |
|----------------------------------------------------------------------------------|-----------------|------------------|----------------|----------------|------------|------------|----------------|---------------|-----------------------|----------------|---------------------|--------------|
| <b>Alternative Analyses</b>                                                      |                 |                  |                |                |            |            |                |               |                       |                |                     |              |
| 1 Data Collection                                                                |                 | 4                |                | 4              |            | 8          |                |               |                       |                |                     | 16           |
| 2 Review Data                                                                    |                 | 2                |                | 8              |            | 12         |                |               |                       |                |                     | 22           |
| 3 Collection of Crash History                                                    |                 |                  |                | 2              |            |            |                |               |                       |                |                     | 10           |
| 4 Summarize Crash History and Crash Statistics                                   |                 |                  |                | 4              |            | 12         |                |               |                       |                |                     | 16           |
| 5 Qualitative Safety Analysis                                                    |                 |                  |                | 16             |            | 60         |                |               |                       |                |                     | 76           |
| 6 Final Safety Analysis Memo                                                     |                 | 2                |                | 8              |            | 28         |                |               |                       |                |                     | 38           |
| 7 Methods and Assumptions Memo                                                   |                 | 2                |                | 4              |            | 20         |                |               |                       |                |                     | 26           |
| 8 Traffic Forecast Memo                                                          |                 | 2                |                | 20             |            | 52         |                |               |                       |                |                     | 74           |
| 9 Operational Analysis (No-Build and Two Build Alternatives)                     |                 |                  |                | 12             |            | 90         |                |               |                       |                |                     | 102          |
| 10 Queue Length Review                                                           |                 |                  |                | 2              |            | 16         |                |               |                       |                |                     | 18           |
| 11 Comparison Review (No-Build and Two Build Alternatives)                       |                 |                  |                | 12             |            | 24         |                |               |                       |                |                     | 36           |
| 12 Final Operational Analysis Memo                                               |                 | 2                |                | 8              |            | 28         |                |               |                       |                | 4                   | 42           |
| 13 Review Existing Infrastructure                                                |                 |                  |                |                |            |            |                |               |                       |                |                     | 8            |
| 14 Identify Deficiencies                                                         |                 | 6                | 24             |                | 8          |            |                |               |                       |                |                     | 38           |
| 15 Development of Alternative Geometry (Two Build Alternatives)                  | 2               | 4                |                | 8              | 32         | 32         | 8              | 16            |                       |                |                     | 102          |
| 16 Evaluation of Interchange Geometry and Project Needs (Two Build Alternatives) |                 | 4                | 6              |                |            |            |                |               |                       |                |                     | 10           |
| 17 Final Exhibits (Two Build Alternatives)                                       |                 | 4                |                |                | 20         | 16         |                |               |                       |                |                     | 40           |
| 18 Bridge and Structure Review                                                   | 8               | 20               |                |                |            |            |                |               |                       |                |                     | 28           |
| 19 Utility Review                                                                |                 | 4                | 16             |                |            |            | 8              |               |                       |                |                     | 28           |
| 20 Concept Cost Estimate Development (Two Build Alternatives)                    |                 | 16               | 8              |                | 28         | 28         | 16             |               |                       |                |                     | 96           |
| 21 Preparation of Draft Evaluation Matrix                                        |                 | 16               | 36             |                |            | 16         |                |               |                       |                | 16                  | 84           |
| 22 Final Evaluation Matrix                                                       |                 | 8                | 12             |                | 12         | 6          |                |               |                       |                | 16                  | 54           |
| 23 Internal Meetings                                                             |                 | 4                | 8              | 4              |            | 8          |                |               |                       |                |                     | 24           |
| 24 Project Administration                                                        |                 | 12               |                |                |            |            |                |               |                       |                | 12                  | 24           |
| 25 Project Review Meetings (8)                                                   |                 | 16               | 24             | 24             | 16         | 16         |                |               |                       |                |                     | 96           |
| 26 Quality Control Review                                                        | 4               | 8                | 4              | 8              |            |            |                |               |                       |                |                     | 24           |
|                                                                                  |                 |                  |                |                |            |            |                |               |                       |                |                     |              |
|                                                                                  |                 |                  |                |                |            |            |                |               |                       |                |                     |              |
|                                                                                  |                 |                  |                |                |            |            |                |               |                       |                |                     |              |
| <b>TOTAL HOURS</b>                                                               | <b>14</b>       | <b>136</b>       | <b>138</b>     | <b>144</b>     | <b>124</b> | <b>480</b> | <b>32</b>      | <b>16</b>     | <b>0</b>              | <b>0</b>       | <b>48</b>           | <b>1,132</b> |



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ordering construction on the 2025 PCC Pavement Preservation Program - Crack and Joint Filling project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 03/11/25 @ 10:30 A.M. / date of public hearing: 03/17/25 @ 5:30 P.M.)

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution regarding the 2025 PCC Pavement Preservation Program - Crack and Joint Filling project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract) and estimated total cost; and setting a date for the filing of bids on the project.

The 2025 PCC Pavement Preservation Program – Crack and Joint Filling project includes the cleaning and filling of cracks and joints in PCC street pavement at the following locations:

- Site 1 – Greystone, Springwood, Springwood Terrace, Sienna Hills, and Sienna Falls neighborhoods.
- Site 2 – NW Ash Drive from Ashland Ridge Elementary School to NW 36th Street.

The construction improvements include the cleaning and filling of approximately 122,000 LF of longitudinal joints, 79,000 LF of transverse joints, and 8,000 LF of miscellaneous cracks. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than March 31, 2025 and no later than May 27, 2025. The contractor will have until October 31, 2025 to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 17, 2025
2. Post Notice to Bidders and Notice of Public Hearing: February 19, 2025
3. Publish Notice to Bidders and Notice of Public of Hearing: February 28, 2025
4. Bid Opening (10:30 A.M., Public Services Building): March 11, 2025
5. Public Hearing and Contract Award: March 17, 2025

(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

#### CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as March 11, 2025 and setting the public hearing date as March 17, 2025 for the 2025 PCC Pavement Preservation Program - Crack and Joint Filling project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on February 19, 2025 and to be published in the Des Moines Register on February 28, 2025.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

#### FISCAL IMPACT

This project is included in the City's current Capital Improvement Program with construction scheduled for 2025.

#### PUBLIC OUTREACH EFFORTS

Door tags are placed on residents' door two days prior to construction commencing, explaining the crack and joint sawing and filling process. This project does not impact residents' access to their properties.

#### ACTION REQUESTED

#### ATTACHMENTS

1. Resolution
2. 2025 PCC Pave Pres Program - Crack and Joint Filling - Notice

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2025 PCC PAVEMENT PRESERVATION PROGRAM - CRACK AND JOINT FILLING, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

#### **RESOLUTION ORDERING CONSTRUCTION OF THE 2025 PCC PAVEMENT PRESERVATION PROGRAM - CRACK AND JOINT FILLING, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2025 PCC Pavement Preservation Program - Crack and Joint Filling; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA:

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2025 PCC Pavement Preservation Program - Crack and Joint Filling, in the manner set forth in the plans and specifications and form of contract,

above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2025 PCC Pavement Preservation Program – Crack and Joint Filling project includes the cleaning and filling of cracks and joints in PCC street pavement at the following locations:

- Site 1 – Greystone, Springwood, Springwood Terrace, Sienna Hills, and Sienna Falls neighborhoods.
- Site 2 – NW Ash Drive from Ashland Ridge Elementary School to NW 36th Street.

The construction improvements include the cleaning and filling of approximately 122,000 LF of longitudinal joints, 79,000 LF of transverse joints, and 8,000 LF of miscellaneous cracks. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 11, 2025, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 17, 2025, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 17, 2025.



PASSED AND APPROVED this 17th day of February, 2025.

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Mayor

ATTEST:

---

City Clerk

**NOTICE TO BIDDERS AND**  
**NOTICE OF PUBLIC HEARING**

**2025 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING**  
**CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT**

**Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement**

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **2025 PCC Pavement Preservation Program – Crack and Joint Filling** project at its meeting at **5:30 P.M. on the 17<sup>th</sup> day of March, 2025**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtNVHNxcWZFak9Pdzo9>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

**Time and Place for Filing Sealed Proposals**

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **11<sup>th</sup> day of March, 2025**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

**Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 11<sup>th</sup> day of March, 2025**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 17<sup>th</sup> day of March, 2025**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

**Commencement of Work**

Work on the improvements for **Site 1** shall be commenced any time after a written Notice to Proceed is issued, **no earlier than March 31, 2025 and no later than May 27, 2025**. Work on the improvements for **Site 2** shall begin **no earlier than June 2, 2025 and no later than July 28, 2025**. Work on both Sites shall be completed as stated below. **The Contractor shall perform the work for both Sites only when the ambient air and pavement surface temperatures are above 40° Fahrenheit and below 85° Fahrenheit, unless otherwise approved by the Engineer.** The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2025.

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://www.ankenyiowa.gov/bid-documents) for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

### General Nature of the Public Improvement

#### **2025 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING**

**The 2025 PCC Pavement Preservation Program – Crack and Joint Filling project includes the cleaning and filling of cracks and joints in PCC street pavement at the following locations:**

- **Site 1 – Greystone, Springwood, Springwood Terrace, Sienna Hills, and Sienna Falls neighborhoods.**
- **Site 2 – NW Ash Drive from Ashland Ridge Elementary School to NW 36<sup>th</sup> Street.**

**The construction improvements include the cleaning and filling of approximately 122,000 LF of longitudinal joints, 79,000 LF of transverse joints, and 8,000 LF of miscellaneous cracks. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.**

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

### Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

### Completion of Work

The Contractor shall fully complete the improvements for **Site 1 no later than October 31, 2025**. Full completion for Site 1 shall be defined as all Site 1 work including 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 **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for **Site 2 within ten (10) working days**. Full completion for Site 2 shall be defined as all Site 2 work including 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 **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s). The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **17<sup>th</sup> day of February, 2025**.

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

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

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **19<sup>th</sup> day of February, 2025**.

Published in the Des Moines Register the **28<sup>th</sup> day of February, 2025**.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the Professional Services Agreement with Olsson, Inc. for the traffic and concept study for the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements in an amount not to exceed \$238,434.00.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement with Olsson, Inc. for the concept study and conceptual design needed for the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements.

The comprehensive concept study will evaluate the existing intersection and supporting road network for future project programming, design and construction needs. The study will analyze traffic safety and operations to identify deficiencies, as well as consider potential intersection concepts that better accommodate traffic, improve safety, improve network and traffic control, support access management policy and ensure pedestrian and bicycle facility connectivity. For context, and due to the proximity with regards to operation and safety impacts, the following intersections will be included in the study:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & SW Westwinds Blvd/ SW Glenbrooke Blvd
- SW Oralabor Road & SW Woodbury Lane
- SW Oralabor Road & SW College Avenue/ SW Oralabor Frontage Road
- NW 16th Street (Polk County) & SW Oralabor Frontage Road
- SW 28th Street & SW Oralabor Frontage Road
- SW Polk City Drive & SW Oralabor Frontage Road

The scope of services and corresponding fees are shown in the attached Professional Services Agreement. The

total fee for the concept study is not to exceed \$238,434.00, and includes the following tasks:

- Project Management - including regular project meetings.
- Data Collection - including field review, crash history data, and origin-destination study.
- Trip Generation and Traffic Forecasting - including development of design year 2050 projected peak hour volumes.
- Traffic Operations Analysis and Safety Review - including capacity and queueing analysis and identifying potential countermeasures to reduce crashes.
- Concept Development - up to three (3) concept intersection alternatives including accommodations for Oralabor Gateway Trail.
- Desktop Environmental Review - includes high-level review of existing wetlands, soils, species and habitats.
- Concept Alternatives Decision Matrix - incorporates output from previous tasks, balancing operational efficiency, safety, cost-effectiveness and right-of-way and environmental impacts.
- Technical Memo - documents findings, data-driven selection process, and resulting recommendations.

The concept study schedule includes coordination with Iowa Department of Transportation, and selection of the preferred alternative in late summer 2025. This will support future tasks for the planned overall project schedule, including topographic survey in fall 2025; design, right-of -way acquisition and utility relocation in 2026; and start of construction in 2027.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

Approve a motion for the Professional Services Agreement with Olsson, Inc. for the traffic and concept study for the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements in an amount not to exceed \$238,434.00 and authorize the Mayor to execute said agreement.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

#### FISCAL IMPACT

The concept study is included in current Capital Improvement Program for completion in 2025.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. Professional Services Agreement
2. Concept Study Area





## **AGREEMENT FOR PROFESSIONAL SERVICES**

February 17, 2025

City of Ankeny  
Attn: Ms. Leslie Hart  
Traffic Engineering Manager  
Public Works - Traffic Engineering  
1210 NW Prairie Ridge Dr  
Ankeny, IA 50023-1564

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**  
SW Oralabor Road & SW Irvinedale Drive Concept Study (the "Project")  
City of Ankeny, Iowa

Ms. Hart:

It is our understanding that the City of Ankeny, Iowa ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the additional information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in Scope of Services attached hereto.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

|                                        |                   |
|----------------------------------------|-------------------|
| Anticipated Start Date (NTP):          | February 18, 2025 |
| Anticipated Completion Date by end of: | September 2025    |

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date.

## COMPENSATION

Olsson shall perform the services in the Scope of Services with a fee estimate attached hereto. Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$238,434.00.

## TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Leslie Hart, Traffic Engineering Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

## OLSSON, INC.

|                                                                                        |                                                                                         |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| By  | By  |
| Chris Albrecht, Technical Expert                                                       | Chase Cutler, Senior Engineer                                                           |

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**City of Ankeny, Iowa**

By: \_\_\_\_\_  
Bobbi B. Bentz, Mayor

Dated: \_\_\_\_\_

Attest by: \_\_\_\_\_  
Michelle Yuska, City Clerk

Dated: \_\_\_\_\_

Attachments

General Provisions

Scope of Services

Fee Estimate

Staff Hours

Expenses Estimate

City of Ankeny Insurance Requirements

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 17, 2025 between City of Ankeny, Iowa ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Provide access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created

by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under

this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

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

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

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

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.



6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Polk County, Iowa.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

## **6.3 Omitted**

# **SECTION 7—MISCELLANEOUS**

## **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising

out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

## **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

## **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's

Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and

distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may

authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Omitted

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Iowa. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Iowa.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have

incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Omitted

### **7.16 Entire Agreement/Severability**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 01/20/2022.

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Agreement for Professional Services dated February 17, 2025 between the City of Ankeny, Iowa (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

## PROJECT DESCRIPTION AND LOCATION

Project Description: SW Oralabor Road & SW Irvinedale Drive Concept Study  
Project Location: Ankeny, Iowa

## SCOPE OF SERVICES

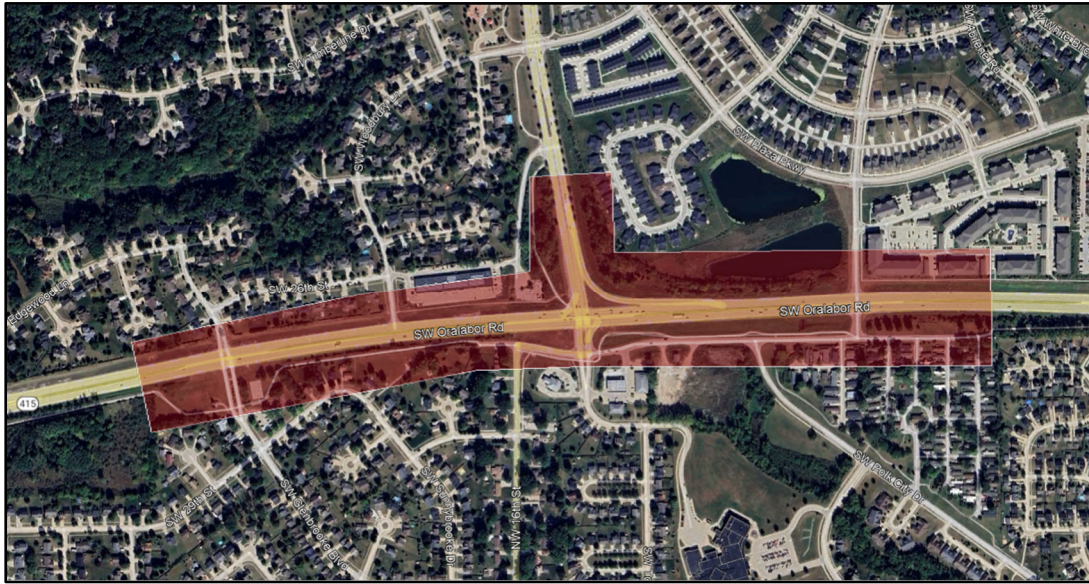
### Introduction

Olsson will complete a comprehensive study of the SW Oralabor Road & SW Irvinedale Drive intersection in Ankeny – evaluating the existing intersection and supporting road network for future project programming, design, and construction needs. The study will also analyze traffic safety and operations to identify deficiencies, as well as consider potential intersection concepts that better accommodate traffic, improve safety, improve network and traffic control, support access management policy, and ensure pedestrian and bicycle facility connectivity.

As shown in Figure 1, the limits of the study corridor are approximately 2,200’ west of SW Irvinedale Drive (western limit) to approximately 2,000’ east of SW Irvinedale Drive (eastern limit). The limits along SW Irvinedale Drive will extend approximately 700’ north of SW Oralabor Road (northern limit) and south to include the SW 28<sup>th</sup> St & SW Oralabor Frontage Road intersection (southern limit). For context, and due to the proximity with regards to operational and safety impacts, the following intersections will be included in the study:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & SW Westwinds Boulevard/SW Glenbrooke Boulevard
- SW Oralabor Road & SW Woodbury Lane
- SW Oralabor Road & SW College Avenue/SW Oralabor Frontage Road
- NW 16<sup>th</sup> Street & SW Oralabor Frontage Road
- SW 28<sup>th</sup> Street & SW Oralabor Frontage Road
- SW Polk City Drive & SW Oralabor Frontage Road

Figure 1. Study Area



More specifically, this study will review the existing traffic operations (level of service) and crash history of the study corridor. Traffic projections will be forecast for a minimum 20-year design year traffic forecast (anticipated 2050 forecast). Alternatives, including the No-Build alternative, will be analyzed and compared using design year forecasts. PTV Vissim software will be used as the common traffic operations analysis platform for which the alternatives will be compared.

The evaluation of traffic safety for the proposed alternative concepts will be completed through a qualitative review. When comparing different geometric alternatives, the safety analysis will utilize qualitative safety benefit information from documented research, as well as Crash Modification Factors (CMFs) from Part D of the Highway Safety Manual (HSM) and the FHWA Crash Modification Factors Clearinghouse.

## 1) Project Management

### 1.1 Project Management Plan

Olsson will develop and maintain a Project Management Plan (PMP) for the SW Oralabor Road & SW Irvinedale Drive Concept Study. In the PMP, Olsson will outline items including but not limited to project team organization, roles and responsibilities, scheduling expectations, coordination and communication procedures, formatting protocols, filing protocols, project close-out procedures, and other important operational information pertaining to project team. Olsson will also develop and maintain a Quality Management Plan (QMP) to document the quality control processes to be implemented by the project team as part of the PMP.

### 1.2 General Project Meetings

Olsson will schedule and conduct a kick-off meeting that will be utilized to collect background information and to establish baselines and goals of the study. It is anticipated that the meeting will occur following the data collection of crash data and traffic volume data, with the data available during the meeting for reference. The meeting is expected to take place at the City of Ankeny Public Services Building and will be attended by two (2) Olsson staff.



Olsson will coordinate with the City of Ankeny Traffic staff twice a month throughout the project. These meetings will be a combination of conference calls and in-person meetings in Ankeny. The duration of the project is anticipated to be 7 months from Notice to Proceed (NTP) through the submittal of the Final Traffic Operations and Safety Study. Therefore, it is assumed that fourteen (14) coordination meetings will occur. Of the fourteen (14) meetings, up to two (2) are assumed to be face to face meetings to be held at the Ankeny Public Services office. Each of the face-to-face meetings will be attended by two (2) Consultant staff. The other twelve (12) meetings will be conducted by video conference attended by two (2) Consultant staff and will be identified as coordination meetings with an assumed duration of 1 hour. It is anticipated that two (2) of these meetings will be facilitated by the City and include the Iowa DOT. Meeting notes from these meetings will be developed by Olsson and submitted to the City of Ankeny for distribution to those attending the meeting.

Olsson will also conduct internal team coordination meetings monthly. It is assumed that four (4) internal team meetings lasting one hour long will be needed for up to three (3) key people on the Olsson project team.

### 1.3 General Project Management

Olsson will manage coordination of the project team, coordination with City of Ankeny staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with City requirements. The project schedule will be prepared and updated as requested.

## 2) Data Collection

### 2.1 Field Review

Olsson will conduct site visits as required during this preliminary phase of the project to verify site features. Two (2) site visits are included in this scope of services. This effort shall include an initial, detailed photo log of the current roadway features, surface utilities, adjacent terrain, and all other pertinent items to gain a preliminary understanding of potential impacts and conflicts of construction in the study area. General observations of the corridor will be made as well as observations of the existing traffic operations conditions, intersection queue lengths, and movements to/from access points along the study corridor.

### 2.2 As-Built Drawings and Existing Traffic Signal Timing Plans

Olsson will review preliminary data available for the project including as-built record drawing information for existing streets, utilities, storm sewers and other features within the study area. Olsson shall not be responsible for information not provided as part of this study process. The City of Ankeny will provide Olsson with existing traffic signal timing plans for:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & NW 26<sup>th</sup> Street
- SW Oralabor Road & SW White Birch Drive
- SW Irvinedale Drive & SW Woodbury Lane/SW Prairie Trail Parkway



### 2.3 Access Management Review

Olsson will review the number and type of access points along the study corridor to determine potential operational/safety effects. It is anticipated that the Iowa Primary Highway Access Management Policy in combination with the collected crash history data will be utilized. Any potential changes/improvements in access will be noted with justification for each.

### 2.4 Traffic Counts

It is assumed that the City of Ankeny will collect and provide 24-hour vehicular count data at:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & SW Westwinds Boulevard/SW Glenbrooke Boulevard
- SW Oralabor Road & SW Woodbury Lane
- SW Oralabor Road & SW College Ave/SW Oralabor Frontage Road
- SW 28<sup>th</sup> Street & SW Oralabor Frontage Road
- SW Polk City Dr & SW Oralabor Frontage Road
- SW Oralabor Road & NW 26<sup>th</sup> Street
- SW Oralabor Road & SW White Birch Drive
- NW 16<sup>th</sup> Street & SW Fieldstone Street
- SW Irvinedale Drive & SW Woodbury Lane/SW Prairie Trail Parkway

### 2.5 Origin Destination Data

Streetlight Insight will be used to source O-D trips between up to thirteen (13) locations on adjacent roadways to gain understanding of vehicle trips through the study intersection. It is anticipated that access to Streetlight data will be provided by the City of Ankeny through the Des Moines Area MPO. From the review of Streetlight Insight data, an 11"x17" exhibit will be prepared to visually summarize vehicle trips through the study intersection during different time periods (i.e. AM Peak, PM Peak, Daily).

### 2.6 Crash Summary

Olsson will obtain crash history data for the study area utilizing the Iowa DOT ICAT resource. The most recent five (5) years of available data will be queried (assumed to be 2020 – 2024). Crash history data will be broken down into intersection related crashes and non-intersection related crashes and will be evaluated to identify potential trends. Crash patterns will be categorized by crash severity and crash type. In addition, the Iowa DOT Potential for Crash Reduction (PCR) metric will be queried for study intersections. The following will be queried:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & SW Westwinds Blvd/SW Glenbrooke Boulevard
- SW Oralabor Road & SW College Avenue/SW Oralabor Frontage Road
- SW 28<sup>th</sup> Street & SW Oralabor Frontage Road

### 2.7 Base Mapping

Conceptual alternatives will be developed using available aerial photography. Olsson will obtain aerial photography and right-of-way/parcel boundary shapefiles from available GIS database sources. Survey is not anticipated as part of this project. The City of Ankeny will provide GIS mapping of City utilities (water, storm, sanitary, fiber). Olsson will request utility maps from providers in the area through Iowa One Call and the information shall be depicted to a Quality Level "D". Vertical (z-axis) data will not be collected or utilized as part of this study.

### 3) Trip Generation and Traffic Forecasting

#### 3.1 Trip Generation and Distribution

A development project has been identified within the vicinity of the study area. If development plans are available, they will be included in the traffic forecasting. Trip generation will be estimated for one (1) development condition for the typical daily, AM and PM peak hour traffic based on the Institute of Transportation Engineering (ITE) Trip Generation Manual, most recent edition. Trips for the proposed development will be distributed through the study area intersections based on existing volumes and origin-destination study findings.

#### 3.2 Traffic Forecasting

The Des Moines Area Metropolitan Planning Organization's (MPO) regional transportation model will be used to develop traffic volume projections for the study area in accordance with the recommendations of Transportation Research Board's National Cooperative Highway Research Program (NCHRP) Report 765: Analytical Travel Forecasting Approaches for Project-Level Planning and Design. Olsson will not run or make modifications to the approved MPO transportation model.

Olsson will then develop 24-hour volumes for Year 2050 and corresponding intersection turning movement volumes. Projections will be completed utilizing traffic counts collected under Task 2.4 and average daily traffic (ADT) projections provided from the MPO transportation model. Once ADT projections are completed Olsson will develop AM and PM peak hour traffic volumes for the 2050 horizon year.

### 4) Traffic Operations Analysis and Safety Review

#### 4.1 Traffic Signal Warrant Analysis

Signal warrant analysis will be conducted for intersections with potential for signalization. Warrant and/or capacity analysis will provide the basis for determining appropriate traffic control and geometric improvements. Analyses will be conducted for the study intersections listed under Task 4.2.

#### 4.2 Capacity Analysis

Capacity analysis will be performed using Vissim version 2024, a detailed microscopic simulation model, which is recommended to compare alternative scenarios. The following intersections will be included within the model:

- SW Oralabor Road & SW Irvinedale Drive
- SW Oralabor Road & SW Westwinds Blvd/SW Glenbrooke Blvd
- SW Oralabor Road & SW Woodbury Lane
- SW Oralabor Road & SW College Ave/SW Oralabor Frontage Road
- SW 28<sup>th</sup> Street & SW Oralabor Frontage Road
- NW 16<sup>th</sup> Street & SW Oralabor Frontage Road
- SW Polk City Drive & SW Oralabor Frontage Road
- NW 16<sup>th</sup> Street & SW Fieldstone Street (no MOE collected)
- SW Oralabor Road & NW 26<sup>th</sup> Street (no MOE collected)

- SW Oralabor Road & SW White Birch Drive (no MOE collected)
- SW Irvinedale Drive & SW Woodbury Ln/SW Prairie Trail Pkwy (no MOE collected)

An existing conditions model will be built and calibrated to industry-accepted standards, including vehicular throughput and travel speeds. Olsson will work with the City of Ankeny to identify the Measures of Effectiveness (MOEs) that will be reported from the Vissim model. This is anticipated to include vehicular throughput, delay and level of service, queue lengths, as well as system-wide performance measures for delay and travel time. If feasible, simulation models should extend slightly beyond the study area for any considered design projects. The study area for VISSIM modeling under this project would include major and minor signalized and unsignalized intersections.

Capacity analysis of study intersections will be completed for the following scenarios, under AM and PM peak hour traffic volumes:

- Existing Conditions
- Opening Year (2030) Build Condition – preferred alternative
- Future Year (2050) Conditions
  - No Build Condition
  - Build Concept 1-3

Measures of effectiveness from the Capacity Analysis will be included as a consideration element of the Concept Alternatives Decision Matrix (Task 7.1). Queuing results will provide the basis for determining the needed length of any auxiliary lanes.

#### 4.3 Presentation Materials (Optional Task)

As part of this traffic engineering intersection study, Vissim will be utilized to produce high-quality animated traffic videos that can be used for presentation materials. Vissim will enable detailed modeling of traffic operations, allowing for the visualization of various traffic scenarios and the assessment of intersection performance. These materials can be used to effectively communicate findings and recommendations to stakeholders, ensuring a clear understanding of the study's outcomes.

#### 4.4 Safety Review

Olsson will perform a safety review of the collected study corridor crash history information, of intersection crash data collected under Task 2.6, as well as a qualitative safety analysis. Qualitative information available from the HSM and the FHWA Crash Modification Factors (CMFs) Clearinghouse will be reviewed and presented, as applicable. The Iowa DOT PCR metrics will be utilized as part of the safety analysis to identify and prioritize areas with the highest potential for reducing crashes. The safety review of crash history information will include:

- Crash data will be summarized and categorized by crash severity, major cause, and manner of crash.
- An intersection crash diagram will be prepared.
- Comparison of available CMFs

Results from the Safety Review will be included as a consideration element of the Concept Alternatives Decision Matrix (Task 7.1).

## 5) Concept Development

### 5.1 Concept Development/Exhibits

Up to three (3) concept alternatives will be developed using aerial photography and readily available right-of-way/parcel boundary shapefile base mapping. The concepts will focus on improvements to the traffic operations and safety issues identified through the completion of Task 4.2 and Task 4.4. Concepts will be completed to a 15% design level and will display the geometric improvements and impacts, but will not include any grading, vertical profiles, or storm sewer design. Potential recommendations to accommodate the Oralabor Gateway Trail will be considered during the development of alternative concepts. The feasibility of a trail grade separation will be scored within the Alternative Decision Matrix (Task 7.1).

The preferred design criteria of the Iowa DOT/SUDAS standards will be used for design. Exhibits of the concepts developed will be created in 11 x 17 PDF format for inclusion in the technical memorandum deliverable. Two (2) coordination meeting with the Iowa DOT to present concepts will be organized by the City of Ankeny with two (2) Olsson staff in attendance.

### 5.2 Planning Level Opinion of Probable Cost

Olsson will develop planning level Opinions of Probable Cost for up to three (3) concept alternatives developed as part of Task 5.1 to compute high level quantities based on major features and supplemented with percentage type cost data from current and historical bid tabulations for projects similar in nature to determine comparative, order of magnitude cost comparisons among the concepts. Opinions of Probable Cost will be at planning level magnitude.

Cost from the Opinions of Probable Cost Review will be included as a consideration element of the Concept Alternatives Decision Matrix (Task 7.1).

## 6) Desktop Environmental Review

Olsson will review U.S. Geological Survey (USGS) topographic maps, National Wetland Inventory (NWI) maps, Soil Survey, and current and historical aerial photographs as a preliminary data search. Maps will be developed to identify potential Waters of the US (WOTUS) including wetlands, based on the preliminary data search. Olsson will review Iowa Department of Natural Resources (DNR) and US Fish and Wildlife Service (USFWS) databases to determine which State and Federally listed species may be present, known to be present, or have potential habitat near the project site.

A windshield survey will be completed to determine the potential for suitable habitat, and potential WOTUS within the study area. Using current aerial photography, Olsson will develop a map identifying potential resources within the study area.

Results from the Desktop Environmental Review will be included as a consideration element of the Concept Alternatives Decision Matrix (Task 7.1).

Olsson will compile the desktop data and site visit information and summarize the environmental resource, and constraints present within the study area as part of the Technical Memo (Task 8).

## 7) Concept Alternative Decision Matrix

### 7.1 Evaluation Matrix

A concept alternative matrix will be prepared to inform the decision-making process for selecting the most suitable alternative. The decision matrix will incorporate output from the Capacity Analysis, Safety Review, Concept Development, Planning Level Opinion of Probable costs, and Desktop Environmental Review. The primary criteria for consideration will include traffic operations, safety, cost, right-of-way impacts, and environmental impacts.

Each alternative will be evaluated against these criteria, allowing for a systematic and objective comparison. The decision matrix will facilitate a transparent and data-driven selection process, ensuring that the chosen alternative optimally balances operational efficiency, safety, cost-effectiveness, and environmental impact. The results will be documented and presented to stakeholders to support informed decision-making.

## 8) Technical Memo

### 8.1 Prepare Draft Memo

Olsson will submit copies of the draft memo to the City of Ankeny for review. The City will review the draft document and engage the Iowa DOT for review upon completion of revisions. It is understood that the comments from the Iowa DOT may require two review/ revision periods before finalization. If new analysis is required based upon the comments received, it will be considered beyond the scope of this effort.

### 8.2 QA/QC

Olsson shall perform QA/QC checks on the technical work and calculations as well as review of the technical memorandum prior to the draft submittal. Olsson personnel not directly working on the project will review materials to provide an unbiased evaluation. A redline document summarizing QA/QC findings will be provided to the City of Ankeny, if requested.

### 8.3 Prepare Final Memo

After receiving comments from the City of Ankeny, Olsson will prepare the final memo and submit five (5) copies to the City of Ankeny for distribution. An electronic version of the final memo will also be submitted to the City of Ankeny.

## 9) Schedule

| Task/Deliverable                                       | Start Date | End Date |
|--------------------------------------------------------|------------|----------|
| Notice to Proceed                                      | 2/18/25    | -        |
| Task 1 - Project Management                            | 2/24/25    | -        |
| Kickoff Meeting                                        | 3/4/25     | -        |
| Task 2 - Data Collection                               | 2/24/25    | 3/28/25  |
| Task 3 - Trip Generation and Traffic Forecasting       | 3/31/25    | 4/18/25  |
| Task 4 - Traffic Operations Analysis and Safety Review | 4/21/25    | 6/27/25  |
| Task 5 - Concept Development                           | 4/28/25    | 7/3/25   |
| Task 6 - Desktop Environmental Review                  | 5/19/25    | 6/20/25  |
| Task 7 - Concept Alternative Decision Matrix           | 7/7/25     | 7/11/25  |
| Task 8 - Technical Memo                                | 7/7/25     | 9/26/25  |
| Prepare Draft Memo                                     | 7/7/25     | 8/1/25   |
| Prepare Final Memo                                     | 8/25/25    | 9/26/25  |

### Deliverables Included in Scope of Services

- Draft Technical Memorandum
- Final Technical Memorandum
- Vissim/Synchro model files
  - Concept model animations (Optional)
- Conceptual Plans and Opinion of Probable Cost for up to three (3) alternatives (preliminary in nature)

### Items to be Provided by the City

- As-Built plans for the study corridor (as available)
- GIS mapping of City utilities (water, storm, sanitary, fiber)
- Traffic signal timing plans (as noted)
- Streetlight Insight access (through partner license)
- Review and Comment on the Draft Technical Memorandum
- Coordination with the Iowa DOT, as needed

### Items Not Included in Scope of Services

- Does not include consideration of any approved development projects or trip generation from those sites, except as noted in this document.
- No operational analysis of intersections/access not specifically mentioned in the scope.
- Does not include field measurement of sight distance.
- Land use, site plan, or other modifications after traffic study kickoff may require additional fee depending on required rework.
- An adjustment to traffic volumes for seasonality, Covid, or other environmental factors is not anticipated.
- Topographic Survey is not included.
- Utility Field Survey is not included.
- Vertical design (e.g. profiles, grading, etc.)

- Title work.
- Environmental permitting will not be included.
- Public engagement is not included in these services.
- Items not specifically included in the Scope of Services above.

## **COMPENSATION**

The fee for the Scope of Services is \$238,434. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any.

Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality, and scope.



# APPENDIX A FEE ESTIMATE

## Project Name

**Client:** City of Ankeny

**Project #:** 025-00225

**Revised:** February 10, 2025

| Phase No. | Task Description                              | Fee Estimate        |
|-----------|-----------------------------------------------|---------------------|
| 1         | Project Management                            | \$19,624.00         |
| 2         | Data Collection                               | \$19,567.00         |
| 3         | Trip Generation and Traffic Forecasting       | \$7,152.00          |
| 4         | Traffic Operations Analysis and Safety Review | \$94,968.00         |
| 5         | Concept Development                           | \$61,504.00         |
| 6         | Desktop Environmental Review                  | \$5,534.00          |
| 7         | Concept Alternative Matrix                    | \$6,690.00          |
| 8         | Technical Memo                                | \$17,898.00         |
|           |                                               |                     |
| Optional  | Presentation Materials                        | \$4,992.00          |
|           |                                               |                     |
|           |                                               |                     |
|           | Expenses                                      | \$505.00            |
|           |                                               |                     |
|           | <b>Total Project Cost</b>                     | <b>\$238,434.00</b> |



Fee Estimate

Project Name

Client: City of Ankeny

Project #: 025-00225

Revised: 2/10/2025

| Estimate of Hours |                                                            |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
|-------------------|------------------------------------------------------------|--------------------|------------------------------|-----------------|------------------|----------|--------------------|--------------------|--------------|------------------|-------------------|----------------------|----------------------|-------------------|-----------|---------------------|---------|--------------------|-----|-----|-------------|-----------------|
| Phase No.         | Description of Work Items / Tasks                          | Senior Team Leader | Group Leader / Lead Engineer | Senior Engineer | Project Engineer | Engineer | Associate Engineer | Assistant Engineer | Lead Planner | Design Associate | Senior Technician | Associate Technician | Assistant Technician | Project Scientist | Scientist | Associate Scientist | Student | Admin. Coordinator | 0   | 0   | Total Hours | Total Labor Fee |
| 1                 | Project Management                                         |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 1.1               | Project Management Plan                                    |                    | 1                            | 4               |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 5           | \$1,203         |
| 1.2               | General Project Meetings                                   |                    | 4                            | 30              | 30               |          | 12                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 76          | \$16,270        |
| 1.3               | General Project Management                                 |                    |                              | 9               |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 9           | \$2,151         |
|                   | Hours Subtotal                                             | 0                  | 5                            | 43              | 30               | 0        | 12                 | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 90          | \$19,624.00     |
| 2                 | Data Collection                                            |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 2.1               | Field Review                                               |                    |                              | 8               |                  |          | 10                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 18          | \$3,472         |
| 2.2               | As-Built Drawings and Existing Traffic Signal Timing Plans |                    |                              | 2               | 8                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 10          | \$2,142         |
| 2.3               | Access Management Review                                   |                    |                              | 2               | 4                |          | 4                  |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 10          | \$1,934         |
| 2.4               | Traffic Counts                                             |                    |                              | 2               |                  |          | 10                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 12          | \$2,038         |
| 2.5               | Origin Destination Data                                    |                    |                              | 13              | 4                |          | 17                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 34          | \$6,591         |
| 2.6               | Crash Summary                                              |                    |                              | 2               |                  |          | 8                  |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 10          | \$1,726         |
| 2.7               | Base Mapping                                               |                    |                              |                 | 8                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 8           | \$1,664         |
|                   | Hours Subtotal                                             | 0                  | 0                            | 29              | 24               | 0        | 49                 | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 102         | \$19,567.00     |
| 3                 | Trip Generation and Traffic Forecasting                    |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 3.1               | Trip Generation and Distribution                           |                    |                              | 4               | 8                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 12          | \$2,620         |
| 3.2               | Traffic Forecasting                                        |                    |                              | 12              | 8                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 20          | \$4,532         |
|                   | Hours Subtotal                                             | 0                  | 0                            | 16              | 16               | 0        | 0                  | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 32          | \$7,152.00      |
| 4                 | Traffic Operations Analysis and Safety Review              |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 4.1               | Traffic Signal Warrant Analysis                            |                    |                              | 2               |                  |          | 4                  |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 6           | \$1,102         |
| 4.2               | Capacity Analysis                                          |                    |                              | 330             |                  |          | 80                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 410         | \$91,350        |
| 4.3               | Presentation Materials                                     |                    |                              |                 | 24               |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 24          | \$4,992         |
| 4.4               | Safety Review                                              |                    |                              | 4               |                  |          | 10                 |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 14          | \$2,516         |
|                   | Hours Subtotal                                             | 0                  | 0                            | 336             | 24               | 0        | 94                 | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 454         | \$94,968.00     |
| 5                 | Concept Development                                        |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 5.1               | Concept Development/Exhibits                               |                    |                              | 48              | 48               | 20       | 160                | 40                 |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 316         | \$55,576        |
| 5.2               | Planning Level Opinion of Probable Cost                    |                    | 24                           |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 24          | \$5,928         |
|                   | Hours Subtotal                                             | 0                  | 24                           | 48              | 48               | 20       | 160                | 40                 | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 340         | \$61,504.00     |
| 6                 | Desktop Environmental Review                               |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 6.1               | Environmental Resources                                    |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      | 4                 | 12        | 18                  |         |                    |     |     | 34          | \$4,446         |
| 6.2               | Site Visit                                                 |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   | 8         |                     |         |                    |     |     | 8           | \$1,088         |
|                   | Hours Subtotal                                             | 0                  | 0                            | 0               | 0                | 0        | 0                  | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 4                 | 20        | 18                  | 0       | 0                  | 0   | 0   | 42          | \$5,534.00      |
| 7                 | Concept Alternative Matrix                                 |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 7.1               | Evaluation Matrix                                          |                    | 2                            | 12              | 16               |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 30          | \$6,690         |
|                   | Hours Subtotal                                             | 0                  | 2                            | 12              | 16               | 0        | 0                  | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 30          | \$6,690.00      |
| 8                 | Technical Memo                                             |                    |                              |                 |                  |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     |             |                 |
| 8.1               | Prepare Draft Memo                                         |                    | 2                            | 8               | 32               |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 42          | \$9,062         |
| 8.2               | QA/QC                                                      |                    | 8                            | 6               | 4                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 18          | \$4,242         |
| 8.3               | Prepare Final Memo                                         |                    |                              | 14              | 6                |          |                    |                    |              |                  |                   |                      |                      |                   |           |                     |         |                    |     |     | 20          | \$4,594         |
|                   | Hours Subtotal                                             | 0                  | 10                           | 28              | 42               | 0        | 0                  | 0                  | 0            | 0                | 0                 | 0                    | 0                    | 0                 | 0         | 0                   | 0       | 0                  | 0   | 0   | 80          | \$17,898.00     |
|                   | Total Staff Hours                                          | 0                  | 41                           | 512             | 200              | 20       | 315                | 40                 | 0            | 0                | 0                 | 0                    | 0                    | 4                 | 20        | 18                  | 0       | 0                  | 0   | 0   | 1170        |                 |
|                   | Total Labor Estimate                                       | \$0                | \$10,127                     | \$122,368       | \$41,600         | \$3,560  | \$49,140           | \$5,600            | \$0          | \$0              | \$0               | \$0                  | \$0                  | \$636             | \$2,720   | \$2,178             | \$0     | \$0                | \$0 | \$0 | \$237,929   | \$237,929       |

|                        |           |
|------------------------|-----------|
| Total Expenses         | \$505     |
| Total Labor + Expenses | \$238,434 |



Expenses Estimate

**Project Name**  
**Client:** City of Ankeny  
**Project #:** 025-00225  
**Revised:** 2/10/2025

| Expenses           | Amount |       | \$ Ea.           |  | Cost            |
|--------------------|--------|-------|------------------|--|-----------------|
| <b>Design</b>      |        |       |                  |  |                 |
| Travel, mile (car) | 150    | MILES | 0.700            |  | \$105.00        |
| Travel             | 1      | L.S.  | 400              |  | \$400.00        |
|                    |        |       | <b>Sub Total</b> |  | <b>\$505.00</b> |
|                    |        |       |                  |  |                 |
|                    |        |       |                  |  |                 |
|                    |        |       | <b>Total</b>     |  | <b>\$505.00</b> |

## City of Ankeny Insurance Requirements for Professional Services

1. Olsson 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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2025

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><br>HUB International Great Plains LLC<br>11516 Miracle Hills Drive<br>Suite 100<br>Omaha NE 68154 | <b>CONTACT</b><br>NAME: Oscar Chavez-Franco<br>PHONE (A/C, No, Ext): 402-964-5579<br>E-MAIL ADDRESS: oscar.chavezfranco@hubinternational.com<br>FAX (A/C, No):                                                                                                                               |
| <b>INSURED</b><br>Olsson, Inc.<br>7301 W. 133rd St<br>913-381-1170<br>Overland Park KS 66213                      | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Amerisure Mutual Insurance Company<br>INSURER B : Amerisure Insurance Company<br>INSURER C : MSIG Specialty Insurance USA Inc<br>INSURER D : Certain Underwriters at Lloyds<br>INSURER E : XL Specialty Insurance Company<br>INSURER F : |
|                                                                                                                   | <b>NAIC #</b><br>23396<br>19488<br>34886<br><br>37885                                                                                                                                                                                                                                        |

**COVERAGES****CERTIFICATE NUMBER:** 1319717487**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD | SUBR WVD | POLICY NUMBER                              | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS                                                                                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|--------------------------------------------|----------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | CPP21194510402                             | 1/1/2025                         | 1/1/2026                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B           | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                       |           |          | CA 21194500401                             | 1/1/2025                         | 1/1/2026                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A           | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                    |           |          | CU 21194520302                             | 1/1/2025                         | 1/1/2026                         | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| A           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>N  | N/A      | WC 21194530303                             | 1/1/2025                         | 1/1/2026                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| C<br>D<br>E | Professional Liability<br>Cyber<br>Crime                                                                                                                                                                                                                                                                               |           |          | MSTAEC-00030<br>ACS1371125<br>ELU194665-25 | 1/1/2025<br>1/1/2025<br>1/1/2025 | 1/1/2026<br>1/1/2026<br>1/1/2026 | PL Each Claim/Agg 5,000,000<br>Cyber Occurrence/Agg 7,000,000<br>Crime Occurrence/Agg 2,000,000                                                                                                                                                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.  
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 are listed as Additional Insured on a primary and non-contributory basis with respects to General Liability as required by written contract. Waiver of Subrogation in favor of The City of Ankeny applies to Workers Compensation as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Ankeny  
410 W 1st St  
Ankeny IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PUBLIC WORKS  
DEPARTMENT

ENGINEERING  
DIVISION

1 in = 500 ft

Date: 2/12/2025

Concept Study: SW Oralabor Rd & SW Irvinedale Dr

Map is for Locational Purposes Only.





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and Taylored Expressions, Inc. (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT

Economic Development

COUNCIL GOAL

Ensure economic vitality.

ACTION REQUESTED

Approve

LEGAL

No legal review necessary for setting the date of a public hearing.

EXECUTIVE SUMMARY

Taylored Expressions, Inc. is planning to construct an approximately 9,000 square foot building addition at their office and manufacturing facility located at 1955 SE Oak Drive in the City of Ankeny. Staff is still negotiating the terms of financial assistance, which will be in the form of property tax rebates, to assist Taylored Expressions with this expansion.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve setting the public hearing on March 3, 2025 at 5:30 PM.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The terms of financial assistance provided to Taylored Expressions, Inc. have not been finalized.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. NOH - Development Agreement - Taylored Expressions
2. Taylored Expressions Public Hearing Resolution

**NOTICE OF HEARING ON PROPOSAL TO ENTER INTO A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA  
AND TAYLORED EXPRESSIONS, INC.**

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 3rd day of March, 2025 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of considering approval of a development agreement with Taylored Expressions, Inc. The development agreement will provide financial assistance in the form of tax rebates of property tax paid by Taylored Expressions, Inc. or its assigns.

At the aforementioned time, oral comments may be made on the proposal to enter into the Development Agreement. Written comments may be filed and sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on March 3, 2025. After said hearing, the City may take action on said Development Agreement.

DATED this 17th day of February, 2025.

---

Michelle Yuska, City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2025.

**RESOLUTION XX-XXX**

**A RESOLUTION SETTING A PUBLIC HEARING ON A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ANKENY & TAYLORED EXPRESSIONS, INC.**

**WHEREAS**, Taylored Expressions, Inc. is considering constructing an approximately 9,000 square foot building addition on property located 1955 SE Oak Drive, said property located in the City of Ankeny and eligible for Targeted Industry Incentive Policy incentives; and

**WHEREAS**, this project will provide capital investment and expand employment within the City of Ankeny and the State of Iowa; and

**WHEREAS**, city staff is negotiating a development agreement between the City of Ankeny and Taylored Expressions, Inc. related to the development costs in accordance with City Council policy; and

**WHEREAS**, the City Council will consider approval of a development agreement with Taylored Expressions, Inc. to provide financial assistance in the form of property tax rebates.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed development agreement for March 3rd, 2025 at 5:30 p.m.

**Passed and approved** this 17th day of February, 2025.

---

Bobbi B. Bentz, Mayor

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and Edged Des Moines LLC (date of hrg: 3/3/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT  
Economic Development

COUNCIL GOAL  
Ensure economic vitality.

ACTION REQUESTED  
Resolution

LEGAL  
No legal review necessary for setting the date of a public hearing.

EXECUTIVE SUMMARY

Edged Des Moines LLC is planning to construct an approximately 105,000 square foot data center facility and supporting offices at 2701 SE 90th Street in the City of Ankeny. Staff is still negotiating the terms of financial assistance, which will be in the form of property tax rebates, to assist Edged Des Moines LLC with this investment.

CITY MANAGER/STAFF RECOMMENDATIONS:

To approve setting the public hearing on March 3, 2025 at 5:30 PM.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

Edged Des Moines LLC is a new business to the City of Ankeny.

FISCAL IMPACT

The terms of financial assistance provided to Edged Des Moines LLC have not been finalized.

PUBLIC OUTREACH EFFORTS

A proposed public hearing will be held March 3, 2025.

ACTION REQUESTED



## ATTACHMENTS

1. Edged Public Hearing Resolution
2. NOH - Development Agreement - Edged Des Moines

**RESOLUTION XX-XXX**

**A RESOLUTION SETTING A PUBLIC HEARING ON A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF ANKENY & EDGED DES MOINES LLC**

**WHEREAS**, Edged Des Moines LLC is considering constructing an approximately 105,000 data center facility and supporting offices on property located 2701 SE 90<sup>th</sup> Street, said property located in the City of Ankeny and eligible for Targeted Industry Incentive Policy incentives; and

**WHEREAS**, this project will provide capital investment and expand employment within the City of Ankeny and the State of Iowa; and

**WHEREAS**, city staff is negotiating a development agreement between the City of Ankeny and Edged Des Moines LLC related to the development costs in accordance with City Council policy; and

**WHEREAS**, the City Council will consider approval of a development agreement with Edged Des Moines LLC to provide financial assistance in the form of property tax rebates.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed development agreement for March 3rd, 2025 at 5:30 p.m.

**Passed and approved** this 17th day of February, 2025.

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Bobbi B. Bentz, Mayor

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Michelle Yuska, City Clerk

**NOTICE OF HEARING ON PROPOSAL TO ENTER INTO A DEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA  
AND EDGED DES MOINES LLC**

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 3rd day of March, 2025 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of considering approval of a development agreement with Edged Des Moines LLC. The development agreement will provide financial assistance in the form of tax rebates of property tax paid by Edged Des Moines LLC or its assigns.

At the aforementioned time, oral comments may be made on the proposal to enter into the Development Agreement. Written comments may be filed and sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on March 3, 2025. After said hearing, the City may take action on said Development Agreement.

DATED this 17th day of February, 2025.

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Michelle Yuska, City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2025.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the execution of the First Amended 28E Agreement with Ankeny Community School District pertaining to the School Resource Officer Program.

ORIGINATING DEPARTMENT

Police

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The purpose of this 28E Agreement is to establish the terms and conditions for operation of the School Resource Officer program (hereinafter referred to as the “SRO Program”), including but not limited to assignment, job responsibilities, performance management, and funding of regular and temporary SRO(s). Except as otherwise provided in this Agreement, this Agreement shall not in any way or by anyone be deemed to be a contract by which the City provides professional or other services to the District. No special duty or duty to act shall be deemed created by this Agreement.

This amendment includes the addition of an SRO at Northview Middle School.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of resolution authorizing the execution of the First Amended 28E Agreement with Ankeny Community School District, for the school resource officer program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The City shall be responsible for 31% of the regular cost of each SRO position, and the remaining 69% shall be paid by the District.

## PUBLIC OUTREACH EFFORTS

### ACTION REQUESTED

### ATTACHMENTS

1. RES - Amended 28E Agreement - SRO Program
2. ACSD-APD - Amended 28E Agreement

## **RESOLUTION**

### **A RESOLUTION AUTHORIZING THE EXECUTION OF THE FIRST AMENDED 28E AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA AND ANKENY COMMUNITY SCHOOL DISTRICT PERTAINING TO THE SCHOOL RESOURCE OFFICER PROGRAM**

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**WHEREAS**, the Ankeny Community School District and the City of Ankeny (hereinafter collectively referred to as “Parties”) share a mutual desire to provide safety and justice-related education, student mentorship and counseling, and law enforcement services at identified District attendance centers within the City to help maintain a healthy and secure school environment; and

**WHEREAS**, the City has established the position of School Resource Officer ("SRO") within the Ankeny Police Department (“Police Department”) the primary responsibilities of which have been collaboratively identified by the Parties and are outlined herein; and

**WHEREAS**, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E; and

**WHEREAS**, in accordance with Iowa Code Chapter 28E, this Agreement shall be filed with the Iowa Secretary of State upon execution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the amended 28E Agreement for the School Resource Officer Program, a copy of which is hereto attached, should be and the same is hereby approved and Mayor should be and is hereby authorized and directed to execute said agreement.

**DATED** at Ankeny, Iowa this 17<sup>th</sup> day of February, 2025.

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Bobbi B. Bentz, Mayor

ATTEST:

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Michelle Yuska, City Clerk

**FIRST AMENDED  
28E AGREEMENT BETWEEN  
THE ANKENY COMMUNITY SCHOOL DISTRICT  
AND THE  
CITY OF ANKENY, IOWA  
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into between the **ANKENY COMMUNITY SCHOOL DISTRICT**, an Iowa school corporation organized under the provisions of Iowa Code 274,(hereinafter referred to as "District"), and the **CITY OF ANKENY, IOWA**, an Iowa city organized and existing under the provisions of Iowa Code Chapter 372(hereinafter referred to as "City").

WHEREAS, the District and City (hereinafter collectively referred to as "Parties") share a mutual desire to provide safety and justice-related education, student mentorship and counseling, and law enforcement services at identified District attendance centers within the City to help maintain a healthy and secure school environment;

WHEREAS, the City has established the position of School Resource Officer ("SRO") within the Ankeny Police Department ("Police Department") the primary responsibilities of which have been collaboratively identified by the Parties and are outlined herein;

WHEREAS, it is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E; and

WHEREAS, in accordance with Iowa Code Chapter 28E, this Agreement shall be filed with the Iowa Secretary of State upon execution.

NOW, THEREFORE, the Parties hereby agree as follows:

**PURPOSE**

The purpose of this 28E Agreement is to establish the terms and conditions for operation of the School Resource Officer program (hereinafter referred to as the "SRO Program"), including but not limited to assignment, job responsibilities, performance management, and funding of regular and temporary SRO(s). Except as otherwise provided in this Agreement, this Agreement shall not in any way or by anyone be deemed to be a contract by which the City provides professional or other services to the District. No special duty or duty to act shall be deemed created by this Agreement.

For purposes of this Agreement, unless explicitly limited to regular-assigned, full-time SROs and/or to individuals fulfilling SRO responsibilities on a temporary basis, the term "SRO" shall broadly refer to a City police officer performing SRO duties, as outlined herein.

**ARTICLE I  
GENERAL TERMS**

- A. In accordance with Iowa Code Chapter 28E, the District and City further state:
- a. This Agreement is between two public agencies for joint or cooperative action.
  - b. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
  - c. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the District and



City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.

- d. Pursuant to Iowa Code Section 28E, the City shall file this Agreement with the Iowa Secretary of State, in an electronic format and in a manner specified by the Secretary of State. Any Amendment to this Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code Section 28E.6.
- e. The District and City shall each designate contract administrators for purposes of 28E. The District designates the Superintendent of Schools and the City designates the City Chief of Police (hereinafter referred to as "Chief of Police"). This relationship will have the following requirements:
  - i. Contract administrators shall be available by mobile phone on a 24 hour basis. Each contract administrator shall have the responsibility of providing the other contract administrator with the name and mobile phone number of a designated back up during times of their unavailability.
  - ii. The contract administrators shall establish a mutually agreed upon set meeting schedule to review any issues or concerns with the execution of services provided under the contract. Written notifications, requests for service, questions and proposed contract changes by the parties shall be made orally or in writing through and to the contract administrators.
  - iii. The City's contract administrator will promptly notify the District contract administrator of the existence of any death or major criminal investigation, occurrence or arrest occurring on District property. The contract administrators will agree on the timing and limited scope of these notifications so as not to jeopardize the work of the Police Department.
  - iv. The City shall retain discretion at all times to determine whether or not it is appropriate to file charges of any type. Polk County Sheriff's Office audio/video recordings of incidents on District Property may be viewed by the District's Attorney, unless such viewing will compromise an ongoing criminal investigation or internal personnel matter.
  - v. The City shall make monthly reports to the Superintendent or designee, including a summary of the law enforcement activities occurring within the District.

The District agrees that its officers, agents, and employees shall cooperate fully with the City in the performance of the City's duties.

## **ARTICLE II**

### **DUTIES OF THE CITY THROUGH THE POLICE DEPARTMENT**

#### **A. Assignment of School Resource Officer(s)**

The City shall assign one regularly-employed police officer to serve as an SRO at Ankeny High School, one regularly-employed police officer to serve as an SRO at Centennial High School, and one regularly-employed police officer to serve as an SRO at Northview Middle School with the understanding that the City may occasionally assign these SROs to provide support to other and/or additional District

schools and/or programs to address specific needs.

#### **B. Selection of School Resource Officer(s)**

1. Each SRO shall be a sworn law enforcement officer under the authority and in the employ of the City. The Chief of Police and/or designee in consultation with District staff as assigned by the Superintendent of Schools (hereinafter referred to as "Superintendent"), shall collaboratively develop a process for selection of police officer(s) for assignment as full-time, regular SRO(s). District staff identified by the Superintendent shall be afforded an opportunity to participate in the process for selecting full-time, regular SRO(s). Subject to the terms and conditions outlined in this Agreement, the City shall have ultimate authority to make full-time, regular, and temporary SRO assignments.
2. Each officer selected to serve as a regularly-assigned SRO for more than one (1) consecutive school day shall have successfully completed the "Basic SRO Course" training offered by the National Association of School Resource Officers.
3. In the event of the resignation, reassignment, and/or long-term absence of regularly-assigned SRO, the City shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such resignation, reassignment, or absence and shall assign a permanent replacement using the process developed via Section II.B.1 of this Agreement as soon as practical.
4. In situations of one (1) day or less in duration where the City, despite reasonable efforts to do so, is unable to provide an officer who has successfully completed the "Basic SRO Course" to serve as a temporary SRO, the City may temporarily assign another regularly-employed police officer to the open SRO position. The Parties shall collaborate to establish the factors the City shall consider when making this temporary assignment.

#### **C. Supervision of School Resource Officer(s)**

1. The Chief of Police or designee ("SRO Supervisor") shall supervise officers assigned to serve as regularly-assigned SROs. The SRO Supervisor shall also supervise any non-SRO officers who provide temporary SRO coverage per Section II.B of this Agreement during such times as those officers provide said coverage.
2. The SRO Supervisor shall serve as a liaison between the Police Department and District staff identified by the Superintendent and shall coordinate monthly meetings with the designated District staff to ensure alignment and effective operation of the SRO Program.
3. The SRO Supervisor shall complete any and all necessary performance evaluations of the SRO(s) and shall, to the extent permitted by law, seek input to inform these evaluation(s) from District staff identified by the Superintendent. Except as outlined in Section II.C.4, the City shall be the final arbiter of all decisions with respect to SRO performance evaluations.
4. The District shall inform the SRO Supervisor of any performance concerns related to SRO(s). The Parties shall work collaboratively to determine if the performance concerns can be addressed. If no mutually agreeable course of action can be reached within two weeks of notification of the concern, the City shall replace the SRO with a different officer.
5. The District shall, at District expense, establish and maintain a data system that supports the tracking of data related to services provided under this Agreement. The Parties shall annually agree to the data

that shall be recorded in the data system. Either party may at any time propose adjustments to the data tracking, but no changes to same shall be implemented without the agreement of both Parties.

#### **D. School Resource Officer Property and Equipment**

1. The City shall annually and by no later than the first day of the school year provide the District with a list of equipment the City shall furnish to the SRO(s), including but not limited to weapon(s), secure storage, and/or safes. No equipment related to the SRO Program shall be permanently affixed to District property without the written authorization of the Superintendent/designee.
2. Each SRO(s) shall be uniformed and equipped to handle law enforcement duties in accordance with Police Department policies.
3. All property purchased by the City for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the City.

### **ARTICLE III**

#### **DUTIES OF THE SCHOOL DISTRICT**

#### **A. School Resource Officer Training and Support**

1. Prior to the start of the school year each year during the duration of this Agreement, the District and City shall collaborate to develop a mutually-agreeable scope and sequence of classroom instruction, family training, and/or professional development for District staff to be provided by SRO(s). This provision shall not be interpreted to prevent the District and City from adding additional instruction for students, families, and/or staff should a need for such supplementation arise.
2. The District shall provide the Board of Education and District staff with information about the purpose, scope, and objectives of the SRO Program prior to the start of each academic year covered by this Agreement. The District shall inform the City of the intended date(s) for presentation to the Board of Education and shall, to the extent practicable, enable the City to participate in the presentation to the Board.
3. The District shall, in the method and manner of its choosing, at least annually solicit input on the SRO Program from staff, students, and parents. The District shall share aggregated data from such efforts with the SRO Supervisor.
4. The District shall retain responsibility for student discipline related to violation of School Board Policy and/or District rules and regulations. Notwithstanding any necessary law enforcement action as contemplated by Section IV.B(2) herein, SRO(s) shall not act as school disciplinarians and instead shall refer students allegedly engaging in violations of school policies to the appropriate school administrator(s) for investigation and potential discipline.

#### **B. School Resource Officer Property and Equipment**

1. The District shall provide each regularly-assigned SRO with the following materials and facilities: (1) access to an air-conditioned and properly-lighted office equipped with a telephone that may be used for general business purposes; (2) a location for file and record storage which may be properly locked and secured; (3) a desk with drawers; (4) an office desk chair; (5) a filing cabinet; (6) office supplies as reasonable for performance of regular business responsibilities; (7) a computer with Internet capabilities.

2. All property purchased by the District for use by SRO(s) in performance of SRO roles and responsibilities shall be and remain the property of the District.

#### **ARTICLE IV**

##### **SCHOOL RESOURCE OFFICER ROLE AND RESPONSIBILITIES**

#### **A. Regular Duty Hours of School Resource Officer(s)**

1. Each regularly-assigned SRO shall be assigned to be present at a District school(s) and/or program(s) where the SRO will provide support in keeping with this Agreement from 8:15 a.m. – 3:45 p.m. on each day that the relevant District school(s) and/or program(s) are in regular session. SRO(s) shall be entitled to breaks as mandated by Police Department policy and/or relevant collective bargaining agreements. The SRO Supervisor may work with the District to adjust start and end times, as needed, in order for SRO(s) to maintain a forty (40) hour workweek when overtime is not available.
2. Except as excused by other terms of this Agreement, SRO(s) shall be present at their assigned school(s) and/or program(s) during periods of high activity mutually agreed to by the Parties.
3. No later than two weeks prior to the start of each academic year covered by this Agreement, the SRO Supervisor shall collaborate with the Superintendent/designee to identify those District events and/or activities at which SRO presence is recommended. The Police Department shall assign SRO coverage to the identified events. Unless the Parties agree otherwise in writing, all SROs, including any and all that may be retained to support eighth and ninth grade attendance centers, shall provide coverage under this provision exclusively to varsity-level high school competitions.
4. The District shall notify the SRO Supervisor as far in advance as practicable if it becomes aware of safety concerns for an event or activity that necessitate SRO presence. The Superintendent/designee will collaborate with the SRO Supervisor to make any necessary adjustments to SRO support to allow for SRO presence at the newly-added events and/or activities provided, however, that the City may temporarily assign a regularly employed police officer other than an SRO(s) to the event or activity for which SRO support is requested.
5. The City may temporarily reassign SRO(s) during school holidays, vacations, training activities, periods of police emergencies, and/or other occasions as mutually agreed upon by the Parties.
6. The SRO Supervisor may collaborate with District staff identified by the Superintendent to temporarily adjust the regular working hours of SRO(s). Any such adjustment(s) shall be subject to mutual agreement of the Parties, shall be committed to writing, and shall be in accordance with law, including but not limited to the Fair Labor Standards Act and relevant collective bargaining agreement(s).

#### **B. Duties and Responsibilities of School Resource Officer(s)**

SRO(s) shall, to the greatest extent possible, perform their duties in a manner that minimizes disruption to the learning environment and preserves confidentiality without sacrificing safety. The parties acknowledge that the SRO(s) may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SRO(s) in compliance with District policy and federal, state and local law including the Federal Educational Right to Privacy Act (FERPA) at 20 U.S.C. § 1232g and 34 C.F.R. Part 99 and Iowa Code section 22.7(1).

### **Law Enforcement, School Safety, and Crime Prevention**

1. SRO(s) shall provide law enforcement and police services to the school/program, school grounds and areas adjacent to the school(s)/program(s) to which they are assigned.
2. SRO(s) may, in the performance of their duties, take law enforcement action as determined necessary by the SRO in the exercise of the SRO's discretion as a law enforcement officer. Such action may include but is not limited to disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement. If an SRO takes law enforcement action, the SRO shall inform the relevant principal and the District's Safety and Security Specialist as soon as practicable.
3. SRO(s) shall investigate allegations of criminal activity that occurs on District property per Police Department policies and procedures and shall enforce state and local laws and ordinances. This activity may include but is not limited to notifying parents/guardians of criminal conduct by students, referring students to juvenile justice authorities and/or other appropriate government agencies, issuing citations, and making arrests for unlawful activity.
  - a. SRO(s) shall, in the exercise of their discretion as law enforcement officer(s), determine if it is necessary to conduct formal police interviews of students. If such interviews are necessary, the SRO(s) shall notify the relevant principal and the District's Safety and Security Specialist as soon as possible of said interviews. SROs will adhere to criminal law procedures and PD policy as it relates to the criminal investigation processes and will adjust approaches as it relates to school rules and contact with students on other matters. These interviews in some cases may be done by an SRO but efforts are made to assign cases that have a school nexus to other investigators.
  - b. If the use of force and/or an arrest by an SRO becomes necessary, the SRO shall follow all applicable federal and state laws, rules, regulations, and policies, as well as the rules and regulations of the Police Department.
  - c. Confidential information obtained pursuant to a police investigation involving an SRO(s) shall not be disclosed to anyone not a party to this Agreement except as provided by law or court order.
4. SRO(s) shall give assistance to other law enforcement and governmental agencies in matters related to the SRO's school assignment, as directed by the SRO Supervisor.
5. SRO(s) shall, whenever doing so would not endanger the safety of staff, students, and/or visitors to District property, advise the relevant building principal and the District's Safety and Security Specialist before requesting additional police assistance on District property.
6. SRO(s) shall support school administrator safety by being present during school searches which may involve weapons and/or controlled substances and/or in such cases where the student's emotional state may present a risk to the administrator(s). SRO(s) shall, as necessary, oversee the disposal of contraband discovered on District property that is confiscated by District staff and/or SRO(s) in the performance of their duties pursuant to this Agreement.
7. SRO(s) shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations in order to increase the safety of District schools and programs, including but not limited to by providing a course of training for school personnel in handling crisis situations which may arise at the school and/or in a District program.

8. SRO(s) shall collaborate with District staff identified by the Superintendent to conduct security inspections to deter criminal and/or juvenile delinquent activities.
9. SRO(s) shall monitor crime statistics and work with local patrol officers and the District to design and implement crime prevention strategies.

#### **Law and Justice-Related Education**

10. SRO(s) shall annually collaborate with District staff to develop and implement classes on subjects upon which the Parties mutually agree, including but not limited to, a basic understanding of criminal law, the role of police in society, and the police mission.
11. SRO(s) may, with approval of the SRO Supervisor, collaborate with District staff to design and provide instruction for specialized program(s), including but not limited to attending parent and/or staff meetings to build awareness of the SRO Program.

#### **Community Partnership and Relationship Building**

12. SRO(s) shall support the District's efforts for student success by establishing positive relationships with students and staff, including but not limited to by arranging small-group and individual conversations with students and supporting with conflict resolution efforts.
13. SRO(s) shall be visible within the school community, including but not limited to by attending and participating in school functions. The SRO Supervisor may, upon request of the District, adjust SRO(s) work hours, as needed, to facilitate attendance at such functions.
14. SRO(s) shall become familiar with and remain current on information related to community agencies that offer assistance to students and families and shall work with District staff to assist students and provide information about available services.
15. SRO(s) shall promote the profession of police officer, serve as a positive role model, and increase the visibility and accessibility of police to the school community.

#### **Miscellaneous Responsibilities**

16. SRO(s) shall, in a manner mutually agreed to by the Parties, maintain detailed and accurate records of their activities and provide a written monthly report of same to City and District staff as directed by the SRO Supervisor. This report shall be for statistical and program monitoring purposes and shall not include any confidential arrest, intelligence, and/or other protected student information.
17. SRO(s) shall dress in business casual or uniform attire when on duty as prescribed by the SRO Supervisor. The SRO Supervisor may approve exceptions to this attire requirement.
18. SRO(s) shall perform other duties as mutually agreed upon by the Superintendent/designee and the SRO Supervisor provided that such duties are reasonably related to the SRO Program described in this Agreement and are consistent with federal and state law, Police Department rules and regulations, and District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated District personnel to resolve any and all questions arising under this paragraph.



19. SRO(s) shall comply with District policies concerning student safety, personnel matters, and other issues identified by the District and communicated to the SRO as legally applicable to the SRO, provided such policies do not conflict with the policing policies of the City or state law.

## **ARTICLE V**

### **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

1. The City shall present the District with the hourly rate (“Hourly Rate”) of each identified SRO no later than by March 1st of the school year prior to the school year in which the SROs shall be paid the Hourly Rate (example: beginning on March 1, 2025 for the 2025-2026 school year). The Hourly Rate shall include salary and benefits, including but not limited to worker’s compensation premiums, health insurance, retirement, FICA, liability insurance, clothing allowance, and/or training.
2. The City shall be responsible for 31% of the regular cost of each SRO position, and the remaining 69% shall be paid by the District.
3. The City shall bill the District monthly for the performance of work pursuant to this agreement (Hourly Rate and overtime wages) in the prior month plus any relevant training costs incurred in the prior month less any reduction in SRO Program cost. The District shall remit payment for such invoices within forty-five (45) days.
4. The City shall proportionally decrease the amount invoiced to the District for any designated SRO Program time during which the City reassigns one or more SRO(s) to work on non-school matters rather than assigned SRO duties and no replacement officer is provided to serve as a substitute.
5. The District shall pay 100% of the overtime incurred by a SRO(s) for SRO duties performed for the District. The general purpose for each period of overtime shall be detailed on the invoice on which payment for said overtime is requested. All predictable overtime shall be pre-approved by the SRO Supervisor and the Superintendent/designee.
6. If the City receives funds from any source to support the cost of the SRO Program, the cost of the SRO Program as calculated in this Agreement shall be reduced by the amount of funds received and the District shall be charged 69% of the reduced rate.
7. The District shall fully cover the cost of any training specific to regularly-assigned SRO(s) that the District requests in writing that SROs complete above and beyond the SRO training and certification required for service as a regularly-assigned SRO. The City shall include the title and cost of any such training on the first invoice issued following completion of the training.

## **ARTICLE VI**

### **SCHOOL RESOURCE OFFICER EMPLOYMENT STATUS**

- A. Each SRO shall, at all times, be solely an employee of the City, and all assignment of duties, employee discipline, and evaluation of employee performance shall remain the responsibility of the City. SROs shall not be employees and/or agents of the District, and the District shall have no control over the terms and conditions of an SRO's employment.



- B. The Parties acknowledge that an SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. SRO(s) will remain responsive to the chain of command of the Police Department.
- C. The City shall be responsible for the payment of salary, wages, and any other compensation or benefits to the SRO, including as required by law, and shall withhold income tax and social security tax for each SRO. Except as otherwise specified in this Agreement, the District shall not be liable for compensation to any City employee for workers' compensation claims for injury or sickness occurring while the employee undertakes duties in fulfillment of this Agreement.

## **ARTICLE VII**

### **TERM AND TERMINATION**

- A. The initial term of this amended Agreement shall be from the date of execution through June 30, 2025. The Agreement shall renew automatically from year to year, unless the cancelling party provides notice as set out in this Agreement prior to the expiration of the initial term or extension.
- B. This Agreement may be terminated for any reason by either party upon a ninety (90) day written notice to the other party, unless otherwise agreed by the Parties in writing. The City shall be entitled to compensation as outlined in this Agreement for all SRO Program services performed to the date of termination. Upon termination of this Agreement, the District shall retain all District property and the City shall retain all City property, including but not limited to City-issued vehicles, radios, cell phones, computers, and cameras.

## **ARTICLE VIII**

### **MISCELLANEOUS**

- A. Each party shall be responsible and liable for the consequences of any act, failure to act, and/or negligence on the part of itself and/or its employees, agents, and/or assigns. Neither party, its officers, employees, agents, and/or assigns, shall be deemed to have assumed any liability for negligent or intentional acts of the other party or its officers, employees, agents, and/or assigns.
- B. To the extent allowed by law, each party shall indemnify, defend, and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, damages, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly related to any claim of loss or damage to property or of death or injury to persons resulting from the negligent or intentional acts of the party. To the extent allowed by law each party agrees to indemnify and to hold the other party, its officers, agents, and employees harmless from and against all claims, demands, actions, and/or cause of actions, judgments, settlements, and/or other costs including reasonable attorney's fees, which the party may incur or sustain by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein. Nothing in this paragraph or this Agreement shall constitute a waiver of any statutory or common law defenses or immunities available to either party under Iowa law, including defenses and immunities specified under current Iowa Code Chapter 670.
- C. The Parties shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise and/or questions develop regarding the implementation and/or interpretation of this Agreement, the Parties shall negotiate in good faith to resolve those matters in keeping with this Agreement's public purpose of protecting students, District staff, City staff, and the general public.

- D. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, and/or agreements purporting to modify and/or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.
- E. This Agreement may be modified only by written agreement of the Parties.
- F. This Agreement is by and between the Parties only. There shall not be any third-party beneficiaries to this Agreement.
- G. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa.
- I. Written notices as required by this Agreement shall be sent to the addresses of the respective parties as set forth below:

**Notices to the City shall be addressed to:**

Chief of Police  
Ankeny Police Department  
411 SW Ordnance Road,  
Ankeny, Iowa 50023

***A copy shall be mailed to:***

City Manager  
City of Ankeny  
410 W First Street  
Ankeny, Iowa 50023

**Notices to the District shall be addressed to:**

Superintendent of Schools  
Ankeny Community School District  
406 SW School Street  
Ankeny Iowa 50023.

If during the term of this Agreement the address of the above contact person changes, the relevant party shall notify the other of the new address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ANKENY COMMUNITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Katie Claeys  
President, Board of Education

Attested by: \_\_\_\_\_  
Dr. Erick Pruitt  
Superintendent of Schools

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

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

**CITY OF ANKENY**

By: \_\_\_\_\_  
Mike Schrock  
City Manager

Attested by: \_\_\_\_\_  
Bobbi B. Bentz  
Mayor

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

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to authorize the Ankeny Police Department to submit an application for funding through the Iowa Governor's Traffic Safety Bureau (GTSB) Grant Reimbursement Program for enforcement overtime and equipment.

ORIGINATING DEPARTMENT

Police

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The Iowa Governor's Traffic Safety Bureau administers federal highway safety funds for the State of Iowa. The Ankeny Police Department is requesting authorization to submit an application for enforcement overtime and equipment totaling \$67,088.76.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend authorizing an application for funding through the Iowa Governor's Traffic Safety Bureau (GTSB) Grant Reimbursement Program for enforcement overtime and equipment.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. GTSB Memo



**James Wilson**

Sergeant, Traffic Unit

(p) 515-289-5253

jwilson@ankenyiowa.gov

## MEMORANDUM

---

**TO: Jennifer Sease**  
**FROM: Sgt. James Wilson**  
**DATE: 1/28/25**  
**RE: GTSB Grant Reimbursement Equipment FY26**

---

The Iowa Governor's Traffic Safety Bureau administers federal highway safety funds for the State of Iowa. These funds are administered through the completion of a Traffic Grant request submitted to the State of Iowa and is for enforcement overtime and equipment.

Last year, I was able to secure the Ankeny Police Department nearly \$30,000.00 more in additional overtime funding, along with successfully petitioning the director for new traffic safety equipment not typically funded. These items included traffic speed feedback boards and covert radar units to collect traffic data when complaints are logged.

When these items need replaced, requests for replacement is through the next fiscal year's grant request. The items are initially purchased by the City/Department and are then reimbursed within the following 1-2 months. Due to reimbursement rates, the City of Ankeny does have some shared costs but the bulk of the purchase is through grant funding. The below listed items will be requested for the FY26 grant application. The deadline to have the grant submitted is February 28<sup>th</sup>, 2025.

Alco-Sensor FST (Preliminary Breath Tests) – **8 Total (\$415.00/unit, reimbursed at \$400/unit)**

LaserCam 4 Video Lidar Unit – **1 Unit (\$6559.24/unit, reimbursed at \$4500.00/unit)**

MPH Bee3 In-Car Radar Unit – **2 Units (\$ 2604.76/unit\* reimbursed at \$2000.00/unit)**

**Total Equipment - \$15088.76**

General Enforcement OT – **\$45,000.00**

Impaired Enforcement OT – **\$7,000.00**

**Total Enforcement – \$52,000.00**

\*It should be noted that this unit price is reflected from the previous year's quote from MPH Technologies. Numerous attempts to obtain a quote were made but I have not yet received a reply. The current contract price for the radar units already purchased saw an increase of 13% from the previous year's price.





ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to approve the applications for the purpose of receiving Community Betterment Grant awards and Youth Sports and Recreational Grant awards from Prairie Meadows.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The City of Ankeny is pursuing multiple community enhancement projects through Prairie Meadows Community Betterment Grants and the Youth Sports and Recreational Grants Programs. The Prairie Meadows Community Betterment Grant program funds medium to small-sized projects ranging from \$100 to \$99,999. The Youth Sports and Recreational Grant Program funds medium to small-sized projects ranging from \$1,000 to \$50,000.

Community Betterment Grant Applications

The Police Department is applying for \$11,000 to purchase earpiece communications that are designed to allow police officer to hear both radio communications and the officers' surroundings. Ankeny Police Officers currently use a plastic ear piece for radio communications with Polk County dispatch that is bulky, uncomfortable, and not of optimal performance.

Youth Sports and Recreational Grant

Parks and Recreation is requesting \$50,000 to replace the chain-link softball batting cages at Prairie Ridge Sports Complex. Years of being hit with balls have led the chain-link fencing to become bent and damaged with some of the footings heaving that allow softballs to escape underneath the fencing.

The deadline for the City to submit applications to Prairie Meadows Grants is February 28, 2025.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

## PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

### FISCAL IMPACT

The Prairie Meadows Grants do not require local matching funds and are 100% supplemented by Prairie Meadows. The grants are two funding sources to assist with the current needs of City departments.

### PUBLIC OUTREACH EFFORTS

### ACTION REQUESTED

### ATTACHMENTS

1. Resolution - Approve City Submission of Prairie Meadows Grants Spring 2025

**RESOLUTION 2025-**

**A RESOLUTION TO APPROVE THE APPLICATIONS FOR THE PURPOSE OF RECEIVING COMMUNITY BETTERMENT GRANT AWARDS AND YOUTH SPORTS AND RECREATIONAL GRANT AWARDS FROM PRAIRIE MEADOWS**

**WHEREAS**, Prairie Meadows has grant funds available through the Community Betterment Grant Program in amounts up to \$99,999 for projects and items that seek to improve the lives of those in the community; and

**WHEREAS**, Prairie Meadows has grant funds available through the Youth Sports and Recreational Grant Program in amounts up to \$50,000 for projects and items that seek to benefit as many qualified youth sports organizations as possible; and

**WHEREAS**, one or more applications from the City of Ankeny and/or from organizations with projects that will take place on city property, will be submitted to Prairie Meadows by the February 28, 2025 deadline for both grant programs; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Ankeny, Iowa, in Polk County, Iowa authorizes the following Community Betterment Grant applications to be submitted to Prairie Meadows:

1. \$11,000 Micro Ear Pieces, Police Department

**NOW, THEREFORE, FURTHER BE IT RESOLVED** by the City Council of Ankeny, Iowa, in Polk County, Iowa authorizes the following Youth Sports and Recreational Grant applications to be submitted to Prairie Meadows:

1. \$50,000 Softball Batting Cages, Parks and Recreation Department

**PASSED AND APPROVED** this 17th day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** supporting the amendment to the Intergovernmental Agreement for the promotion of Tourism and Convention Activities in the Greater Des Moines Area.

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

The City of Norwalk desires to become a member of the Greater Des Moines Convention and Visitors Bureau. Pursuant to the agreement, current members must approve an amendment to the agreement to admit the City of Norwalk.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt resolution supporting the amendment to the Intergovernmental Agreement, adding the City of Norwalk membership.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. Greater DSM - Amendment to 28E Agreement - Adding Norwalk
2. RES - 28E Agreement - Greater Des Moines Area Tourism

AMENDMENT TO INTERGOVERNMENTAL  
AGREEMENT FOR THE PROMOTION OF  
TOURISM AND CONVENTION ACTIVITIES  
IN THE GREATER DES MOINES AREA

This Amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area (the “Amendment”) is made and entered into this 1st day of March, 2025, by and among the City of Altoona, Iowa, the City of Ankeny, Iowa, the City of Clive, Iowa, the City of Des Moines, Iowa, the City of Grimes, Iowa, the City of Indianola, Iowa, the City of Johnston, Iowa, the City of Pleasant Hill, Iowa, the City of Polk City, Iowa, the City of Urbandale, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, (the “Municipalities”) and the County of Polk, Iowa (the “County,” collectively, the “Existing Parties”) and the City of Norwalk, Iowa.

WHEREAS, each of the Existing Parties is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area entered into pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed for record in Polk County, Iowa on May 13, 1985 at Book 5452, Page 479, as amended (the “Agreement”);

WHEREAS, pursuant to Article V(G) of the Agreement, the Existing Parties desire to amend the Agreement to admit, as a new party to the Agreement, the City of Norwalk; and

WHEREAS, the City of Norwalk desires to enter into this Amendment for the purpose of becoming a party to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows:

1. The City of Norwalk, Iowa is hereby admitted as a party to the Agreement, effective March 1, 2025, and such municipality shall abide by all of the terms and conditions of the Agreement.
2. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
3. The Existing Parties hereby represent that pursuant to Article V(G) of the Agreement, the admission of the City of Norwalk to the Agreement has been approved by Board members holding 2/3rds of the votes under the Agreement and is evidenced by the Board resolution attached hereto as Exhibit A and incorporated herein by reference.
4. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State and recorded with the Polk County Recorder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Joint Board for the Promotion of the Greater Des Moines, Iowa Area, on behalf of the Municipalities and the County, and the City of Norwalk have executed this Agreement. This Amendment may be executed in counterparts (including by means of facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

JOINT BOARD FOR THE PROMOTION OF  
THE GREATER DES MOINES, IOWA AREA

| By: \_\_\_\_\_ |  
Its: \_\_\_\_\_

CITY OF NORWALK, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk:

**THE EXISTING PARTIES:**

CITY OF ALTOONA, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF ANKENY, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF CLIVE, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



CITY OF GRIMES, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF INDIANOLA, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF POLK CITY, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

COUNTY OF POLK, IOWA

ATTEST:

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
County Auditor

CITY OF PLEASANT HILL, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF URBANDALE, IOWA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF WEST DES MOINES, IOWA      ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF WINDSOR HEIGHTS, IOWA      ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

EXHIBIT A  
TO  
AMENDMENT TO INTERGOVERNMENTAL  
AGREEMENT FOR THE PROMOTION OF  
TOURISM AND CONVENTION ACTIVITIES  
IN THE GREATER DES MOINES AREA  
Board Resolution

See attached.

## 28E Intergovernmental Agreement for the Promotion of Tourism & Convention Activities in the Greater Des Moines, Iowa Area Meeting

### 1. Welcome

Welcome to this 28E Intergovernmental Agreement for the Promotion of Tourism & Convention Activities in the Greater Des Moines, Iowa Area meeting. Let's quickly go around the room for a roll call. Please state your name and the City you are representing.

Time: 9:12 am

[ ] City of Altoona – Julie Stewart  
[x] City of Ankeny – Bobbi Bentz  
[x] City of Clive – Eric Klein  
[x] City of Des Moines – Connie Boesen  
[ ] City of Grimes – Brian Becker  
[x] City of Indianola – Steve Armstrong  
[ ] City of Johnston – Paula Dierenfeld  
[ ] City of Pleasant Hill – Amanda Lundsted  
[x] City of Polk City – Steve Karsjen  
[x] City of Urbandale – Bob Andeweg  
[x] City of West Des Moines – Greg Hudson  
[x] City of Windsor Heights – Susan Skeries  
[x] Polk County – Angela Connolly

This meeting is called to order at 9:12 am (time) on January 23, 2025 by the members of the 28E Agreement to vote on the admission of the City of Norwalk into the 28E agreement.

### 2. Approval of Officers for this Meeting Only (Section V. D.)

Per the 28E Intergovernmental Agreement for the Promotion of Tourism & Convention Activities in the Greater Des Moines Area, a Chairman and Secretary must be appointed for this single meeting. I (GREG HUDSON) am offering to Chair this meeting, BOB ANDEWEG, would you be willing to serve as secretary?

Is there a motion to approve GREG HUDSON as Chair and BOB ANDEWEG as Secretary for this 28E Promotion of Tourism & Convention Activities board meeting, held today, the 23rd day of January 2025?

Motion: Eric Klein

Second: Connie Boesen

All in favor?: all in favor

Any opposed?: None

### 3. 28E Agreement Amendment (action)

Is there a motion to accept the resolution approving the admission of the City of Norwalk to the 28E Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area?

- A. Resolution by the City of Altoona, City of Ankeny, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Pleasant Hill, City of Polk City, City of Urbandale, City of West Des Moines, City of Windsor Heights, and Polk County approving the admission of the City of Norwalk to the 28E Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area.

**Motion:** Bob Andeweg

**Second:** Angela Connolly

All in favor?: all in favor

Any opposed?: none

**4. Adjourn**

With no other business, is there a motion to adjourn the meeting?

**Motion:** Angela Connolly

**Second:** Susan Skeries

All in favor?: all in favor

Any opposed?: none

Meeting adjourned at 9:14 am (time) on January 23, 2025.

  
Secretary

1/23/2025  
Date

## **RESOLUTION**

### **A RESOLUTION SUPPORTING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA**

---

**WHEREAS**, the City of Ankeny is a member of the Greater Des Moines Convention and Visitors Bureau, an organization for city governments for the promotion of tourism and convention activities in the greater Des Moines Area; and

**WHEREAS**, the City of Norwalk desires to become a member of the Greater Des Moines Convention and Visitors Bureau; and

**WHEREAS**, pursuant to Article V(G) of the Agreement, the City of Ankeny desires to amend the Agreement to admit the City of Norwalk as a new party of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor should be and he is hereby authorized and directed to execute a copy of the Amendment to Intergovernmental Agreement For the Promotion of Tourism and Convention Activities in the Greater Des Moines Area, approving the membership of the City of Norwalk, Iowa, effective March 1, 2025, a copy of which is attached to this Resolution.

**DATED** at Ankeny, Iowa this 17th day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to submit an application for grant funding from the Iowa Department of Natural Resources in the amount of \$9,918.96 through the Community Forestry Program.

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

The Iowa Legislature has appropriated state infrastructure funds to the Iowa Department of Natural Resources (IDNR) to be used for a community-based tree-planting program for derecho recovery tree planting. This tree-planting program is in response to losses due to severe weather that impacted the state on Aug. 10, 2020.

The Community Forestry Grant Program provides reimbursable grants ranging from \$500 to \$10,000 to be used for the purchase and planting of trees suitable to Iowa. Qualifying public planting lands include, but are not limited to, street right-of-way's, parks, school grounds, courthouse lawns, public buildings, fairgrounds, cemeteries, libraries and trails. Award recipients are not required to provide a dollar-for-dollar cash match for purchase of trees as was required in prior grant cycles for this program.

If the City is successful in securing IDNR grant funding, funds will be used to plant 42 trees in seven (7) locations throughout Ankeny:

- Thirteen (13) trees along SW State St. between the Ankeny Art Center & SW 11<sup>th</sup> St.
- Six (6) trees at Greentree Park
- Eight (8) trees at Chautauqua Park
- Seven (7) trees at the Art Center
- Six (6) trees at Village Park
- One (1) tree at Summerbrook Park



- One (1) tree at Estates Park

The deadline for the City to submit an application to the IDNR's Community Forestry Grant is March 3, 2025.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

#### FISCAL IMPACT

While there is no dollar-for-dollar cash match requirement as was required in previous years from the IDNR, the total project cost to implement these seven (7) tree planting projects will be \$9,918.96 with funding split 50/50 from the City's land & tree services funds in Park Maintenance and Road Use and then expenses would be reimbursed by IDNR in full after the plantings occur.

A budget amendment will be required as it was undetermined if the City would apply or receive grant funding in FY2025.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. Resolution - Approve City Submission of Spring Community Forestry Grant 2025
2. Spring 2025 DNR Grant Application

**RESOLUTION 2025-**

**A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA TO SUBMIT AN APPLICATION FOR GRANT FUNDING FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IN THE AMOUNT OF \$9,918.96 THROUGH THE COMMUNITY FORESTRY PROGRAM FOR TREE PLANTING PROJECTS**

**WHEREAS**, the Iowa Department of Natural Resources (IDNR) offers a Community Forestry grant to be used for a community-based tree planting program for derecho recovery in 27 Iowa counties; and

**WHEREAS**, the City of Ankeny is within the 27 counties listed in the impacted counties; and

**WHEREAS**, the City of Ankeny is supportive of these community tree planting improvements to the community canopy cover and has identified four locations for tree planting improvements in the city; and

**WHEREAS**, the IDNR's Community Forestry Grant Program requires no match for grants from \$500 to \$10,000 to plant trees on public areas for the Spring of 2025; and

**WHEREAS**, City Council deems it necessary and proper to authorize the grant application for the aforesaid purpose in the amount of \$9,918.96

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny that:

1. The City Council supports and approves the submission of the attached grant application proposing seven tree planting sites for the Iowa Department of Natural Resources Community Forestry Grant Program.
2. The City of Ankeny hereby commits to the standards, reporting, and reimbursement requirements of this funding program.
3. The Mayor and City Manager are hereby authorized to execute the application on behalf of the City Council.

**PASSED AND APPROVED** this 17th day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



## Community Forestry Grant Program Description and Instructions

The Iowa Legislature appropriated state infrastructure funds to the Iowa Department of Natural Resources (Iowa DNR) to be used for a community-based tree planting program for derecho recovery tree planting. An approximate total of \$250,000.00 in funds are still available for 27 impacted counties. The Community Forestry Grant Program provides reimbursable grants ranging from \$500 to \$10,000 to be used for the purchase and planting of trees suitable to Iowa. This Community Forestry Grant is available to state and local governments entities, schools and volunteer organizations and service organizations involved with local urban and community forest services, for planting trees on publicly owned lands owned by state, county or local governments and located within the State of Iowa (DNR lands are not eligible). Qualifying public planting lands include, but are not limited to, street right-of-ways, parks, school grounds, courthouse lawns, public buildings, fairgrounds, cemeteries, libraries and trails.

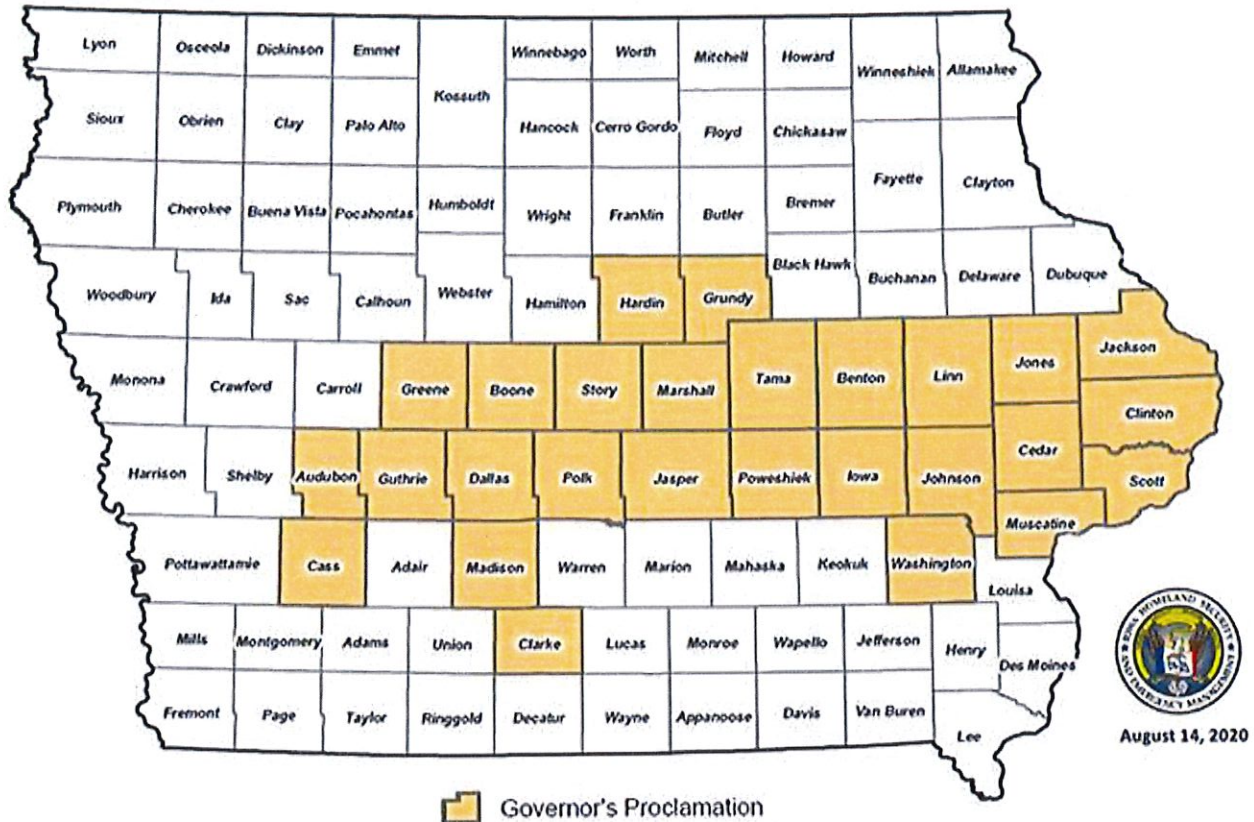
1. Applications will be posted on December 9, 2024.
2. **Applications are due Monday, March 3, 2025.**
3. Awards will be announced by Friday, March 21, 2025.
4. If awarded, all planting dates need to be finalized by March 28, 2025 so a DNR staff member can be scheduled to attend and/or inspect the planting.
5. Planting dates should take place between April 14 and June 2, 2025. If any issues change the planting date, keep DNR staff updated.
6. Key objectives are to establish community tree planting projects on public lands. State Infrastructure funds are a response to the August 10, 2020 derecho damage and to aid in recovering lost community canopy cover.
7. Eligible areas include the 27 Iowa counties in the 2020 Governor's disaster proclamation. See map and list for eligible counties.
8. Applicants must be regional or local units of Iowa state, county or city government, local governmental departments, school districts, volunteer organizations, and service clubs involved with local urban and community forestry resources. Eligible projects must occur on public lands within the state of Iowa (DNR land is not eligible). Examples of planting areas include street landscaping/right of ways, public schools, city and county parks, community sports complexes, public lands arboretums, courthouses, law enforcement facilities, public libraries, cemeteries, fairgrounds, and trails.
9. One applicant (a local government entity, school, service organization, etc.) can submit an application for multiple projects or locations for up to \$10,000.
10. The Community Forestry Grant Program requires no match for grants from \$500 to \$10,000 to plant trees on public areas for the Spring of 2025.
11. Trees must be landscape-sized and purchased from nurseries and garden centers either locally from Iowa, or outside of Iowa. Landscape-size starts at #5 hard pot, air-pruned container, growbag, or balled and burlap trees. Preference will be given to air-pruned containers and growbags.
12. The grants are reimbursable and each grant will be paid pursuant to the provisions of a **Grant Project Cooperative Agreement** entered into between the grant recipient and DNR. Reimbursement will be paid on the basis of the approved percentage of all eligible expenditures up to the amount of the approved grant. To receive reimbursement, grantees must first complete the project by the project completion date stated in the grant announcement, undergo project inspection by a DNR forester, and submit all required documentation including proof of payment. All requests for reimbursement must be submitted and postmarked by **Friday July 11, 2025**.
13. Allocated funds may only be used for tree or landscape plantings on public areas in Iowa identified in the application form. Special requests may be made (buildings and vehicles are not eligible) but will require a more detailed description of the request and need.
14. Priority will be given to: (1) demonstrated need from the impact, (2) cost-effectiveness of the grant award, (3) community involvement, (4) meeting Tree City/Campus/Line USA designation, and (5) species/genera diversity and environmental impact. **Application scoring is based on these criteria.**
15. Expenditures for the grant made between March 21, and July 11, 2025 will qualify. Applicants may use funds to purchase plant materials, products, and services. In-kind and personnel funds will not be awarded.
16. Complete applications **must include:**



- a. Application materials including a proposal, briefly describing the eligible applicant and a detailed project request, including the federal derecho grant amount requested, and the proposed project completion date and make-up date between April 14, and June 2, 2025;
  - b. Commitment to and description of 2-year maintenance plan; and
  - c. Map of Planting Site (8.5"x11").
  - d. Completed applications shall be signed by an authorized official.
17. Applicants awarded a Community Forestry Grant must provide a current IRS Form W-9, and Federal ID. Applicants must sign a **Grant Project Cooperative Agreement** with the Iowa Department of Natural Resources.

## GOVERNOR'S DISASTER PROCLAMATION

Severe Weather - August 10, 2020 and Continuing



August 14, 2020

Derecho Recovery State Infrastructure eligible counties include: Audubon, Benton, Boone, Cass, Cedar, Clarke, Clinton, Dallas, Greene, Grundy, Guthrie, Hardin, Iowa, Jackson, Jasper, Johnson, Jones, Linn, Madison, Marshall, Muscatine, Polk, Poweshiek, Scott, Story, Tama, and Washington counties.

## Tree List

Please note that this list is not intended to be fully comprehensive. Questions about specific species or cultivars should be directed to [Ellie.jones@dnr.iowa.gov](mailto:Ellie.jones@dnr.iowa.gov) or 319-826-0814.

**Prohibited Trees:** Freeman/Hybrid Maple (*Acer x freemanii* Autumn Blaze, Armstrong, Marmo, and Sienna Glen are frequently seen cultivars), Amur Maple, Norway Maple, Ash, Blue Spruce, Callery/Ornamental Pear, Ornamental Cherry, Mulberry, Golden Raintree, Tree of Heaven, Black Locust, White Poplar, Siberian Elm, Russian Olive & Salt Cedar

### Recommended Trees

PLEASE NOTE: Species survivability may vary by location

|                   | Common Name                                   | Scientific Name                 | Acceptable Cultivars (noted regions)                                                                                                                                                                                                                  |
|-------------------|-----------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large Shade Trees | <a href="#">Black Maple</a>                   | <i>Acer nigrum</i>              |                                                                                                                                                                                                                                                       |
|                   | Sugar Maple                                   | <i>Acer saccharum</i>           | <a href="#">Commemoration</a> , <a href="#">Crescendo</a> , <a href="#">Endowment</a> , <a href="#">Fall Fiesta</a> , <a href="#">Legacy</a> , <a href="#">Green Mountain</a>                                                                         |
|                   | <a href="#">Yellow Buckeye</a>                | <i>Aesculus flava</i>           |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Ohio Buckeye</a>                  | <i>Aesculus glabra</i>          |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Yellow Birch</a>                  | <i>Betula alleghaniensis</i>    |                                                                                                                                                                                                                                                       |
|                   | River Birch                                   | <i>Betula nigra</i>             | <a href="#">Heritage</a>                                                                                                                                                                                                                              |
|                   | <a href="#">Gray Birch</a>                    | <i>Betula populifolia</i>       |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Pignut Hickory</a>                | <i>Carya glabra</i>             | (Southern Iowa Only - South of HWY 30)                                                                                                                                                                                                                |
|                   | <a href="#">Pecan</a>                         | <i>Carya illinoensis</i>        | (Southern Iowa Only - South of HWY 30)                                                                                                                                                                                                                |
|                   | <a href="#">Shellbark Hickory</a>             | <i>Carya laciniosa</i>          | (Southern Iowa Only - South of HWY 30)                                                                                                                                                                                                                |
|                   | <a href="#">Shagbark Hickory</a>              | <i>Carya ovata</i>              |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Northern Catalpa</a>              | <i>Catalpa speciosa</i>         |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Hackberry</a>                     | <i>Celtis occidentalis</i>      | <a href="#">Chicagoland</a> , <a href="#">Prairie Pride</a> , <a href="#">Windy City</a>                                                                                                                                                              |
|                   | <a href="#">Katsuratre</a>                    | <i>Cercidiphyllum japonicum</i> |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Yellowwood</a>                    | <i>Cladrastis kentuckea</i>     |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Persimmon</a>                     | <i>Diosyros virginiana</i>      |                                                                                                                                                                                                                                                       |
|                   | Ginkgo                                        | <i>Ginkgo biloba</i>            | <a href="#">Autumn Gold</a> , <a href="#">Golden Colonnade</a> , <a href="#">Halka</a> , <a href="#">Magyar</a> , <a href="#">Presidential Gold</a> , <a href="#">Princeton Sentry</a>                                                                |
|                   | Thornless Honeylocust                         | <i>Gleditsia triacanthos</i>    | <a href="#">Northern Acclaim</a> , <a href="#">Skyline</a> , <a href="#">Shademaster</a>                                                                                                                                                              |
|                   | <a href="#">Kentucky Coffeetree</a>           | <i>Gymnocladus dioicus</i>      | <a href="#">Decaf</a> , <a href="#">Expresso</a> , <a href="#">Kentucky Colonel</a> , <a href="#">True North Kentucky</a> , <a href="#">Little Joe</a> , <a href="#">Prairie Titan</a> , <a href="#">Skinny Latte</a> , <a href="#">Stately Manor</a> |
|                   | <a href="#">Black Walnut</a>                  | <i>Juglans nigra</i>            |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Sweetgum</a>                      | <i>Liquidambar styraciflua</i>  | (Southern Iowa Only - South of HWY 30)                                                                                                                                                                                                                |
|                   | <a href="#">Tuliptree</a>                     | <i>Liriodendron tulipifera</i>  | (Southern Iowa Only - South of HWY 30)                                                                                                                                                                                                                |
|                   | Osage Orange                                  | <i>Maclura pomifera</i>         | <a href="#">White Shield</a>                                                                                                                                                                                                                          |
|                   | <a href="#">Cucumbertree Magnolia</a>         | <i>Magnolia acuminata</i>       |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Blackgum</a>                      | <i>Nyssa sylvatica</i>          |                                                                                                                                                                                                                                                       |
|                   | <a href="#">American Hophornbeam/Ironwood</a> | <i>Ostrya virginiana</i>        |                                                                                                                                                                                                                                                       |
|                   | London Planetree                              | <i>Platanus x acerfolia</i>     | <a href="#">Bloodgood</a> , <a href="#">Exclamation</a>                                                                                                                                                                                               |
|                   | <a href="#">Sycamore</a>                      | <i>Platanus occidentalis</i>    |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Bigtooth Aspen</a>                | <i>Populus grandidentata</i>    | (Northern Iowa - North of HWY 30)                                                                                                                                                                                                                     |
|                   | <a href="#">Quaking Aspen</a>                 | <i>Populus tremuloides</i>      | (Northern Iowa - North of HWY 30)                                                                                                                                                                                                                     |
|                   | <a href="#">White Oak</a>                     | <i>Quercus alba</i>             |                                                                                                                                                                                                                                                       |
|                   | <a href="#">Swamp White Oak</a>               | <i>Quercus bicolor</i>          |                                                                                                                                                                                                                                                       |



|  | Common Name                      | Scientific Name                   | Acceptable Cultivars (noted regions)                                                                              |
|--|----------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------|
|  | <a href="#">Scarlet Oak</a>      | <i>Quercus coccinea</i>           |                                                                                                                   |
|  | <a href="#">Northern Pin Oak</a> | <i>Quercus ellipsoidalis</i>      |                                                                                                                   |
|  | <a href="#">Shingle Oak</a>      | <i>Quercus imbricaria</i>         |                                                                                                                   |
|  | <a href="#">Bur Oak</a>          | <i>Quercus macrocarpa</i>         |                                                                                                                   |
|  | <a href="#">Chinkapin Oak</a>    | <i>Quercus muehlenbergii</i>      |                                                                                                                   |
|  | <a href="#">Pin Oak</a>          | <i>Quercus palustris</i>          |                                                                                                                   |
|  | <a href="#">English Oak</a>      | <i>Quercus robur</i>              |                                                                                                                   |
|  | <a href="#">Heritage Oak</a>     | <i>Quercus robur x macrocarpa</i> |                                                                                                                   |
|  | <a href="#">Northern Red Oak</a> | <i>Quercus rubra</i>              |                                                                                                                   |
|  | <a href="#">Shumard Oak</a>      | <i>Quercus shumardii</i>          |                                                                                                                   |
|  | <a href="#">Black Oak</a>        | <i>Quercus velutina</i>           |                                                                                                                   |
|  | American Linden                  | <i>Tilia americana</i>            | <a href="#">American Sentry</a> , <a href="#">Boulevard</a> , <a href="#">Front Yard</a> , <a href="#">Legend</a> |
|  | Littleleaf Linden                | <i>Tilia cordata</i>              | <a href="#">Glenleven</a>                                                                                         |
|  | <a href="#">Silver Linden</a>    | <i>Tilia tomentosa</i>            |                                                                                                                   |

|                         |                                          |                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------|------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Low-Growing Shade Trees | <a href="#">Paperbark Maple</a>          | <i>Acer griseum</i>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Serviceberry                             | <i>Amelanchier spp.</i>       | <a href="#">Autumn Brilliance</a> , <a href="#">Allegheny</a> , <a href="#">Cole's Select</a> , <a href="#">Cumulus</a> , <a href="#">Lamarkii</a> , <a href="#">Princess Diana</a> , <a href="#">Shadblow</a> , <a href="#">Snowcloud</a> , <a href="#">Spring Flurry</a> , <a href="#">Strata</a>                                                                                                                                                                                                                                                                     |
|                         | <a href="#">European Hornbeam</a>        | <i>Carpinus betulus</i>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">American Hornbeam</a>        | <i>Carpinus caroliniana</i>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Dwarf Hackberry</a>          | <i>Celtis tenuifolia</i>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Eastern Redbud</a>           | <i>Cercis canadensis</i>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Pagoda Dogwood</a>           | <i>Cornus alternifolia</i>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Kousa Dogwood</a>            | <i>Cornus kousa</i>           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Cornelian Cherry Dogwood</a> | <i>Cornus mas</i>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Eastern Wahoo</a>            | <i>Euonymus atropurpureus</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Witch hazel</a>              | <i>Hamamelis virginiana</i>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Elizabeth Magnolia</a>       | <i>Magnolia x 'Elizabeth'</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Loebner Magnolia                         | <i>Magnolia x loebneri</i>    | <a href="#">Ballerina</a> , <a href="#">Leonard Messell</a> , <a href="#">Merrill</a> , <a href="#">Spring Snow</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                         | <a href="#">Saucer Magnolia</a>          | <i>Magnolia x soulangeana</i> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | Star Magnolia                            | <i>Magnolia stellata</i>      | <a href="#">Centennial</a> , <a href="#">Royal Star</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                         | Flowering Crabapple                      | <i>Malus spp.</i>             | <a href="#">Adirondack</a> , <a href="#">Donald Wyman</a> , <a href="#">Doublooms</a> , <a href="#">Golden Raindrops</a> , <a href="#">Harvest Gold</a> , <a href="#">Indian Magic</a> , <a href="#">Louisa</a> , <a href="#">Orange Crush</a> , <a href="#">Purple Prince</a> , <a href="#">Raspberry Spear</a> , <a href="#">Red Jewel</a> , <a href="#">Royal Fountain</a> , <a href="#">Royal Raindrops</a> , <a href="#">Ruby Dayze</a> , <a href="#">Show Time</a> , <a href="#">Snow Crystal</a> , <a href="#">Sparkling Sprite</a> , <a href="#">Sugar Tyme</a> |
|                         | <a href="#">Dwarf Chinkapin Oak</a>      | <i>Quercus prinoides</i>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Bladdernut</a>               | <i>Staphylea trifolia</i>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Nannyberry</a>               | <i>Viburnum lentago</i>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         | <a href="#">Blackhaw Viburnum</a>        | <i>Viburnum prunifolium</i>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|          | Common Name                              | Scientific Name                     | Acceptable Cultivars (noted regions)   |
|----------|------------------------------------------|-------------------------------------|----------------------------------------|
| Conifers | <a href="#">White Fir / Concolor Fir</a> | <i>Abies concolor</i>               |                                        |
|          | <a href="#">Eastern Redcedar</a>         | <i>Juniperus virginiana</i>         |                                        |
|          | <a href="#">European Larch</a>           | <i>Larix decidua</i>                |                                        |
|          | <a href="#">Dawn Redwood</a>             | <i>Metasequoia glyptostroboides</i> |                                        |
|          | <a href="#">Norway Spruce</a>            | <i>Picea abies</i>                  |                                        |
|          | <a href="#">White Spruce</a>             | <i>Picea glauca</i>                 |                                        |
|          | <a href="#">Black Hills Spruce</a>       | <i>Picea glauca var. densata</i>    |                                        |
|          | <a href="#">Black Spruce</a>             | <i>Picea mariana</i>                |                                        |
|          | <a href="#">Serbian Spruce</a>           | <i>Picea omorika</i>                |                                        |
|          | <a href="#">White Pine</a>               | <i>Pinus strobus</i>                |                                        |
|          | <a href="#">Douglas Fir</a>              | <i>Pseudotsuga menziesii</i>        |                                        |
|          | <a href="#">Bald Cypress</a>             | <i>Taxodium distichum</i>           | (Southern Iowa Only - South of HWY 30) |
|          | <a href="#">Eastern Hemlock</a>          | <i>Tsuga canadensis</i>             |                                        |



## Community Forestry Grant Program Application

This application, including the project proposal, must be received by Ellie Jones [Ellie.jones@dnr.iowa.gov](mailto:Ellie.jones@dnr.iowa.gov), no later than 4:30 pm on Monday, March 3, 2025.

Please fill out all fields of the application. In addition, an 8" by 11" site map (may add additional maps if there are multiple site) and nursery quote shall be included as attachments.

### APPLICANT INFORMATION

Applying Organization: City of Ankeny  
Primary Contact: Brandt Johnson  
Email: bjohnson@ankenyiowa.gov Phone: 515-965-6426  
Mailing Address: 410 W. 1st St.  
City: Ankeny County: Polk State: IA Zip Code: 50023  
Please include a brief description of the Applicant, including the type of legal entity. If the Applicant is a private entity, please include a description of basic functions and types of projects conducted by the Applicant:  
Local Government - City

### PROJECT INFORMATION:

Funding Amount Requested: \$9,918.96  
Project Supervisor: Brandt Johnson  
Email: bjohnson@ankenyiowa.gov Phone: 515-965-6426  
Project Location & Address: SW State St., 1914 NW Hickory Ln., Estates Park, 1009 SE 8th St., Village Park, Ankeny Art Center  
City: Ankeny County: Polk State: IA Zip Code: 50023  
Date & Time (Please be specific): May 1, 2025 - 10 A.M. Makeup Date & Time: May 8, 2025 10 A.M.  
(Planting date should be between April 14 and June 2, 2025. Please include the date and time even if it is tentative.)

Planting Location Type (City, County, School, etc.): City

Will plantings be done by volunteers, staff, landscaping crew, or combination of these? Please explain:

Majority will be done by City with volunteer help from the Ankeny Art Center

Will Youth be involved: ☐ No ☒ Yes If yes, an estimate of number of participants: 5

Number of Trees: 42

Nursery Name & Primary Contact: TNT Landscaping & Nursery - Erica Olson

City: Ankeny Phone: 515-965-1206 Email: sales@tntlandscaping.com

**\*Please note:** All planting dates need to be finalized by March 28, 2025 so a DNR staff member can be scheduled to attend and/or inspect the planting. If there are issues that may change the planting date (e.g. tree delivery delays, working with volunteer groups that need to reschedule, etc.), please keep DNR staff updated.

**BUDGET PROPOSAL**

Using the table below, please include a detailed budget of proposed expenses. Please include line items describing each item, task, and expense. Projects will be funded by state infrastructure funds for derecho recovery (\$500 to \$10,000 total).

| Description of Plant Materials, Products, and Services (If tree: Number, size and species)      | State Infrastructure Funds Requested \$                       |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 3: KENTUCKY COFFEE TREE 15 GAL. POT \$225.00 EACH<br>6: SWAMP WHITE OAK 15 GAL. \$233.00 EACH   | \$2,073.00                                                    |
| 4: TULIP TREE 15 GAL. \$237.00 EACH<br>4: SERVICE BERRY (SINGLE STEM) 15 GAL. \$218.00 EACH     | \$1,820.00                                                    |
| 6: BLACK GUM 15 GAL. \$295.00 EACH<br>1: GINKGO 15 GAL. \$274.00 EACH                           | \$2,044.00                                                    |
| 5: CATALPA 15 GAL. \$195.00 EACH<br>2: HOP HORNBEAM 15 GAL. \$226.00 EACH                       | \$1,425.00                                                    |
| 2: DAWN REDWOOD 7 GAL. \$90.00 EACH<br>1: OHIO BUCKEYE 10 GAL. \$200.00 EACH                    | \$380.00                                                      |
| 2: DOUGLAS FIR 4'-5' B&B \$232.00 EACH<br>2: WHITE PINE 4'-5' B&B \$210.00 EACH                 | \$884.00                                                      |
| 1: NORWAY SPRUCE 4'-5' B&B \$210.00 EACH<br>1: SWEET GUM 15 GAL. \$295.00 EACH                  | \$505.00                                                      |
| 1: ROYAL STAR/JANE MAGNOLIA 5' B&B \$315.00 EACH<br>1: SCARLET LETTER OAK 15 GAL. \$315.00 EACH | \$630.00                                                      |
| 4: DEEPROOT ARBORTIE 3/4"x250' GREEN \$39.49 EACH                                               | \$157.96                                                      |
|                                                                                                 |                                                               |
|                                                                                                 | <b><u>Total State Infrastructure Funds (\$10,000 max)</u></b> |
|                                                                                                 | \$9,918.96                                                    |

**\*Total requested funds for trees must be equal or less than \$10,000**



### PROJECT NARRATIVE:

Please provide a detailed summary of your project, including timeline and proposed completion date, people and organizations involved, goals and benefits, future use for the planting, and any collaboration or professional assistance.

Timeline and proposed completion date: The City is proposing to schedule the plantings within the April 14 through June 2 timeline as suggested by IDNR.

People, Professional Assistance, and Organizations Involved: The execution of this project will be overseen by City staff, and volunteers from the Ankeny Art Center, with various departments collaborating seamlessly to ensure the successful implementation of the initiative. Our dedicated team includes arborists and maintenance personnel who will collectively manage the majority of the project with the Ankeny Art Center volunteers assisting with the plantings by the Ankeny Art Center.

Goals and Benefits: The primary goals and benefits of the City of Ankeny's proposed tree planting project are:

- Continue to enhance the aesthetic appeal of SW State Street, which is a main thoroughway through the heart of Ankeny.
- Contributing to environmental sustainability by planting a diverse selection of native trees and restore tree canopy that was lost during the August 2020 Derecho and the EAB disease.
- Continue to create more pleasant and inviting outdoor spaces for community members within the City's park system in six parks where we would like to increase foot traffic.
- Continue mitigating stormwater runoff in the project area along SW State St. that has had past weather events severely impacting the nearby neighborhood.

Future Use for the Planting: City staff envision the planted trees serving as a lasting legacy for our community, providing benefits for generations to come. As the trees mature, they will contribute to the overall urban canopy, promoting energy efficiency and sustaining the well-being of our environment.

### PROJECT NEED AND COMMUNITY ENGAGEMENT:

Please describe the impact from August 2020 Derecho on your community.

Similar to many other municipalities that had experienced devastation to their urban tree canopies due to the August 2020 Derecho, the City of Ankeny faced an unprecedented natural disaster that significantly altered its environmental landscape. The City incurred approximately \$804,000 in costs related to 105 tree and stump removals, debris cleanup, and equipment & labor expenditures. Additionally, the economic value of the ecosystem services provided by the hundreds of privately-owned trees that were lost to the storm, such as local biodiversity, stormwater management, and community aesthetic, was negatively felt across the community.

Ankeny, as a relatively new community built on former farm ground, had an already fragile tree canopy in the first place and the derecho set the community back years, if not decades in lost canopy growth. The storm also occurred as initial impacts from the emerald ash borer began to infest and damage the many ash trees planted in the community.

Despite the challenges that stemmed from the 2020 Derecho, the City of Ankeny remains resilient. Efforts to assess the extent of the damage, prioritize tree replacement strategies, and engage the community in recovery initiatives underscored the commitment to rebuilding a sustainable and vibrant urban tree canopy.

Please describe how this project will engage members of the community. If applicable, list an estimated number of participants and youth.

The City plans to engage with volunteers from the Ankeny Art Center (AAC) with the plantings near their facility. Volunteer estimates will total between 10 and 15 members of the AAC who will vary from youth to elderly age populations.

#### PROJECT ONGOING CARE AND MAINTENANCE PLAN

Please detail how trees will be watered and maintained for the first 2 years and the ongoing plan for long term maintenance after project completion, including who will be responsible and how often duties will be performed:

##### Staffing

Tree care is provided by the City's two current ISA certified arborists, one of which is also an INLA certified nursery professional. Staff attends many hours of continuous education annually to remain certified.

##### Planting

Trees will be planted properly as to hole size, planting depth and root preparation. Upon planting completion, all newly planted trees are entered into the City's data base so that staff do not miss out on caring for all new trees. Information recorded tracks quantity, species, location, date planted, source of tree and warranty status if applicable. With this system, staff can adjust watering needs even past the standard two (2) year period in times of prolonged drought and extreme heat.

##### Watering

Trees will be watered within 24 hours of planting, mulched as specified, and staked properly if conditions demand it. Ongoing watering needs are monitored and when conditions prove necessary, the trees will be properly watered by City staff as the City does have several truck/tank units that are used for watering of trees. The City's standard for watering of new trees includes accounting for weather conditions. If the City receives an inch of rain in a given week, staff tend to not add additional water as excessive water can be as harmful as a shortage can be.

##### Maintenance

The City's long-term maintenance plan for trees is to monitor for insects, diseases, mechanical as well as storm damages and take appropriate measures to correct any of these conditions. Staff also perform any pruning required to ensure good branch structure as well as headroom clearance as the tree matures.

Environmental Impact: Please describe if the project appears to have a positive impact on the area's environment such as shading a walking trail, mitigating stormwater, enhancing local species diversity, energy efficiency, etc.

Vibrant communities include many elements that provide a sense of place for people to live. Trees within a community deliver one such important reason that makes a healthier community today and in the future. City staff in the forestry operations strive to preserve and perpetuate one of the community's most valuable natural resources and assets, its municipal forest of trees on public property. This includes trees on boulevards, parks, and other City properties.

The proposed project to plant 42 trees throughout the City will continue to further the goals outlined in the City's 2040 Plan Comprehensive Plan to improve the historically acute tree-deficiency within the city limits. With most land in Ankeny being former farm grounds, the improvement in soil health from the planting of these trees will increase water retention, the prevention of erosion, and improving the fertility/soil strength.

The derecho helped underscore the importance of tree diversity because as Ankeny has grown, a substantial amount of trees planted in previous decades were typically ash trees. This grant helps the City achieve its goal to create a more diverse tree canopy/inventory.

#### Previous Grant Recipient

Has your community/organization previously received funding from the Community Forestry Grant Program?

☒ Yes ☐ No

Year(s) Awarded: SPRING 2024, FALL 2021

#### TREE CITY/CAMPUS/LINE USA PARTICIPATION

Is your community/organization designated as Tree City/Campus/Line USA? (Must be current as of 2024)

☐ Yes ☒ No

Name of Designee(s) \_\_\_\_\_

#### NURSERY QUOTE

Please attach a quote from each participating nursery including ALL of the following:

- Species common name and cultivar (if applicable)
- Species scientific name
- Quantity per species
- Container size and type for each species
- Cost per tree and total cost, including mulch (if applicable)

\*Please note applications will be scored based on species/genera diversity

#### PLANTING SITE MAP

Please attach an 8" by 11" map of the planting site with approximate locations of where trees will be planted. If there are multiple planting locations (for example, tree planting sites at two parks across town), include a full-page map for each location.



# TNT LANDSCAPING & NURSERY

1313 S.W. Ordinance Road - Ankeny, Iowa 50023 - (515) 965 - 1206

Date: 1/30/25

|                                      |           |                |           |             |
|--------------------------------------|-----------|----------------|-----------|-------------|
| Project/Name: Ankeny Parks DNR Grant |           |                |           |             |
| Phone:                               |           |                |           |             |
| Address:                             |           | Ankeny         | IA        | 50023       |
| Email: nature@ankenyiowa.gov         |           | Contact: Vince |           |             |
|                                      |           |                | Pick-Up   | Delivered   |
| Product Name                         | Type      | Qty            | Unit Cost | Cost        |
| Kentucky Coffee Tree                 | 15 Gallon | 3              | \$ 225.00 | \$ 675.00   |
| Swamp White Oak                      | 15 Gallon | 6              | \$ 233.00 | \$ 1,398.00 |
| Tulip Tree                           | 15 Gallon | 4              | \$ 237.00 | \$ 948.00   |
| Service Berry (Single Stem)          | 15 Gallon | 4              | \$ 218.00 | \$ 872.00   |
| Black Gum                            | 15 Gallon | 6              | \$ 295.00 | \$ 1,770.00 |
| Ginkgo                               | 15 Gallon | 1              | \$ 274.00 | \$ 274.00   |
| Catalpa                              | 15 Gallon | 5              | \$ 195.00 | \$ 975.00   |
| Hop Hornbeam                         | 15 Gallon | 2              | \$ 225.00 | \$ 450.00   |
| Dawn Redwood                         | 7 Gallon  | 2              | \$ 90.00  | \$ 180.00   |
| Ohio Buckeye                         | 10 Gallon | 1              | \$ 200.00 | \$ 200.00   |
| Douglas Fir                          | 4'-5' B&B | 2              | \$ 232.00 | \$ 464.00   |
| White Pine                           | 4'-5' B&B | 2              | \$ 210.00 | \$ 420.00   |
| Norway Spruce                        | 4'-5' B&B | 1              | \$ 210.00 | \$ 210.00   |
| Sweet Gum                            | 15 Gallon | 1              | \$ 295.00 | \$ 295.00   |
| Royal Star/Jane Magnolia             | 5' B&B    | 1              | \$ 315.00 | \$ 315.00   |
| Scarlet Letter Oak                   | 15 Gallon | 1              | \$ 315.00 | \$ 315.00   |
|                                      |           |                | Total:    | \$ 9,761.00 |

|          |     |    |
|----------|-----|----|
| Warranty | Yes | No |
|----------|-----|----|



**Main Office**  
Des Moines, Iowa  
515-289-1271  
6620 NW Toni Drive  
Des Moines, IA 50313

## Quotation

**Quote No.:** QSC102920  
**Date:** 2/13/2025  
**Expire Date:** 3/15/2025  
**Bid Date:**  
**Prepared By:** Douglas Heisterkamp  
5158022331

### Job Name: State of Iowa Tree Grant

|                                                                                    |                                  |                                               |                     |
|------------------------------------------------------------------------------------|----------------------------------|-----------------------------------------------|---------------------|
| <b>Customer:</b><br>City of Ankeny<br>410 West 1st Street<br>Ankeny, IA 50023-1557 |                                  | <b>Delivery Location:</b><br>Customer Pick Up |                     |
| <b>FOB POINT</b>                                                                   | <b>TERMS</b>                     | <b>Quote Prepared For:</b>                    |                     |
|                                                                                    | NET 30 DAYS with approved Credit | Vince Knoot                                   | Phone: 641-417-1550 |

We are pleased to quote the following products:

| Line Item/Note | ITEM                              | QTY. | UOM  | PRICE | EXT PRICE |
|----------------|-----------------------------------|------|------|-------|-----------|
|                | DeepRoot Arbortie 3/4"x250' Green | 4.00 | EACH | 39.49 | 157.96    |

Accepted By: \_\_\_\_\_

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

**Thank You for the Opportunity!**

|                                                                                                                                      |                                |        |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------|
| <br>Scan QR Code to tell us<br>about our service. | <b>Sales Total:</b>            | 157.96 |
|                                                                                                                                      | <b>Freight (Per Delivery):</b> | 0.00   |
|                                                                                                                                      | <b>Tax Total:</b>              | 0.00   |
|                                                                                                                                      | <b>Total (USD):</b>            | 157.96 |

#### Quick Supply Co. Quotation Terms and Conditions:

Fuel surcharges may apply. Terms: Net 30 days upon credit approval. Prices good for orders placed within 30 days of issue. No tax included in pricing. Quantities are approximate only, contractor to confirm. Products quoted are sold in full roll sizes only.

**Geosynthetics | Erosion and Sediment Control | Stormwater | Hardscapes**

All credit card transactions will have a 3% surcharge assessed on the transaction amount. This percentage is not greater than our cost of acceptance of credit cards

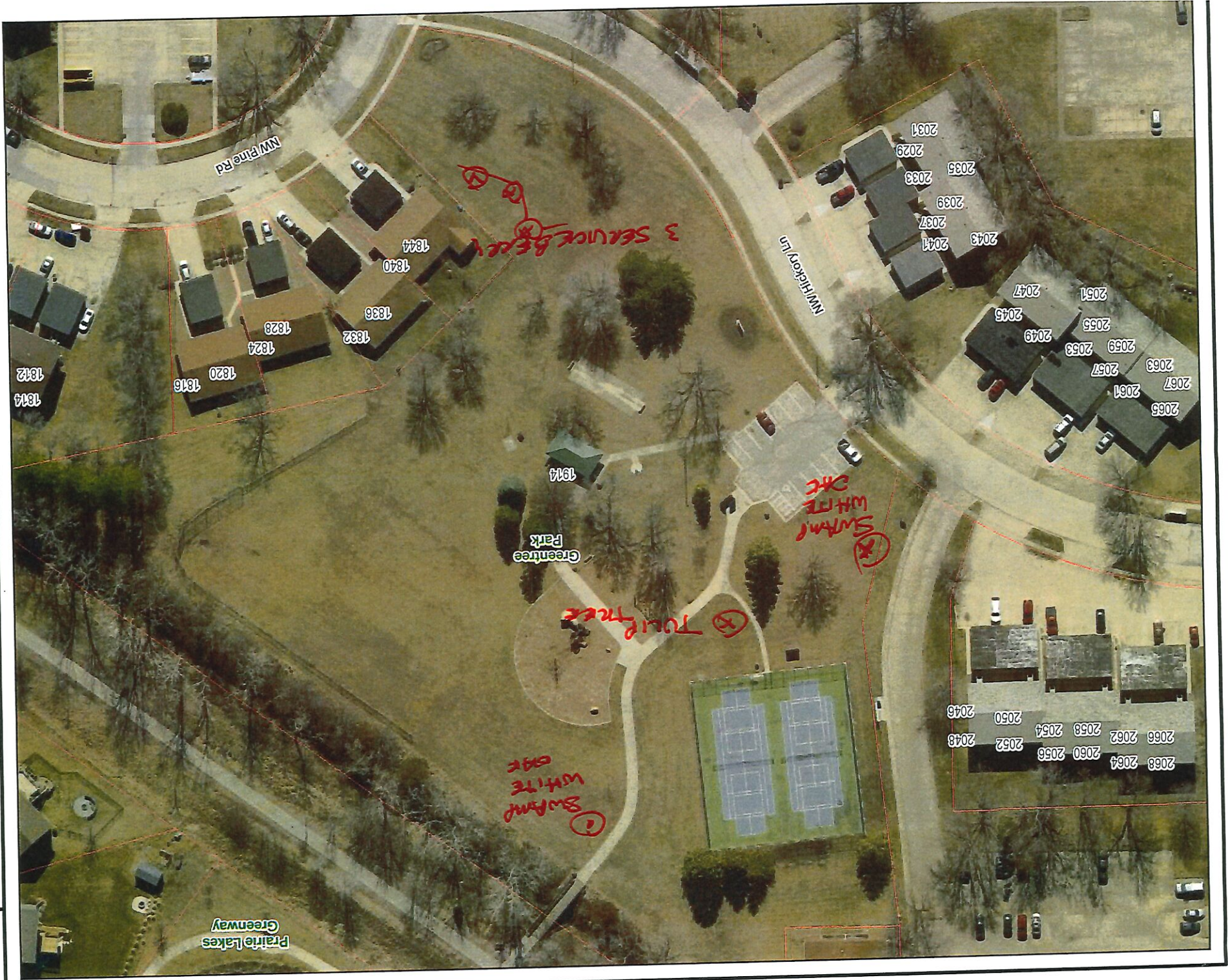


**GREENTREE PARK TREE REPLACEMENTS**
  
 Map is for Locational Purposes Only.



1 in = 87 ft
   
 Date: 2/10/2025

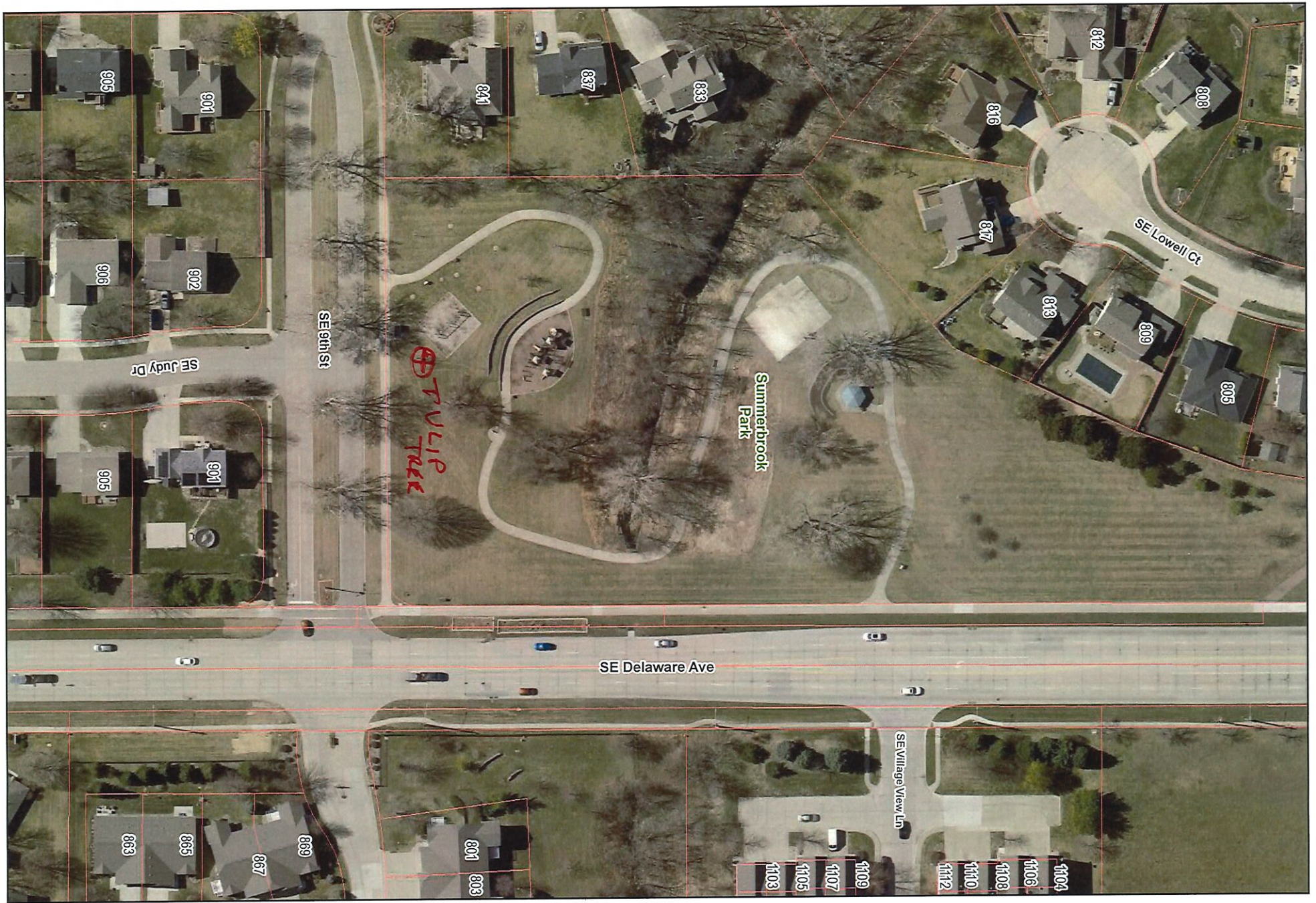
PUBLIC WORKS
   
 DEPARTMENT
   
 ENGINEERING
   
 DIVISION





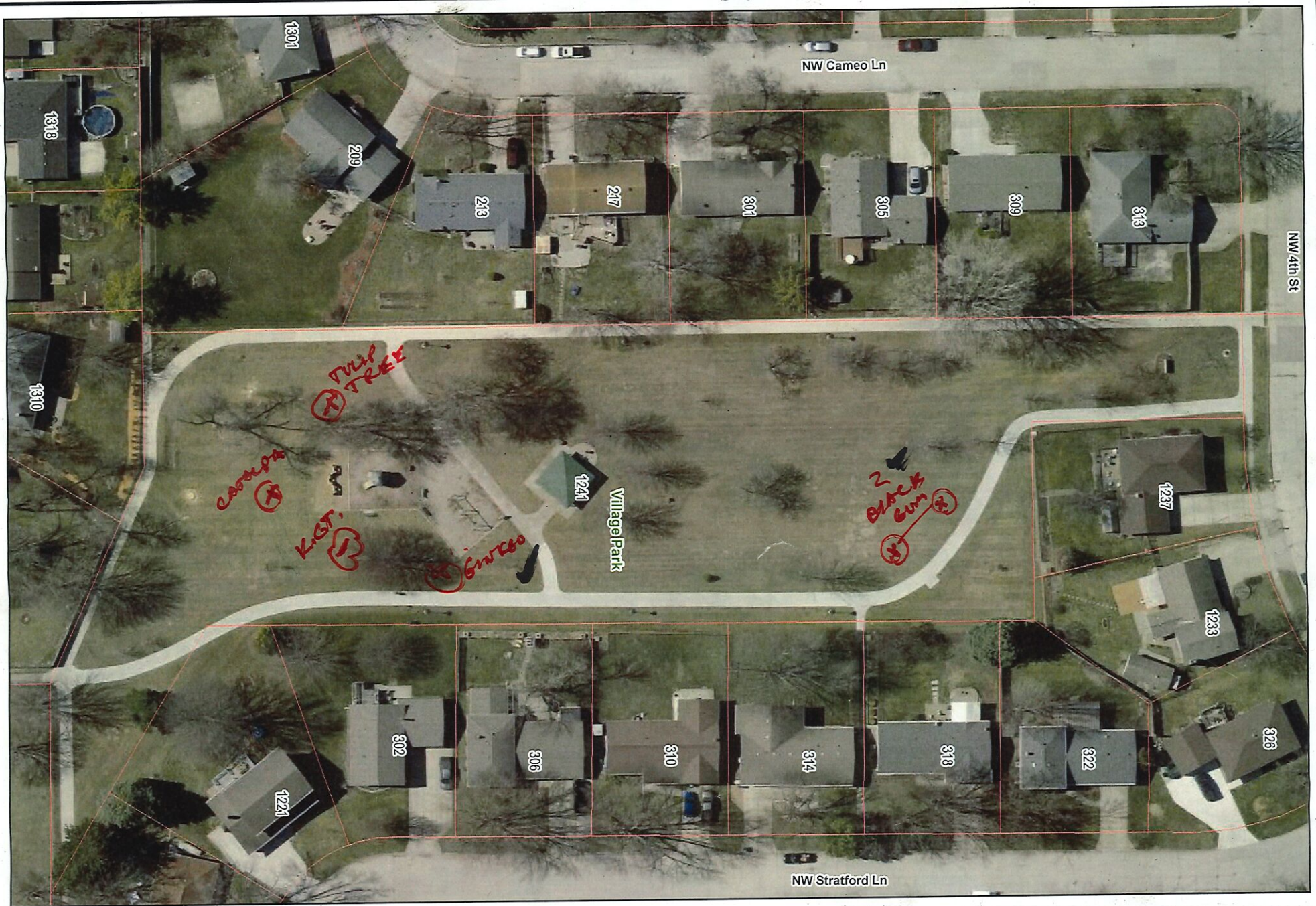




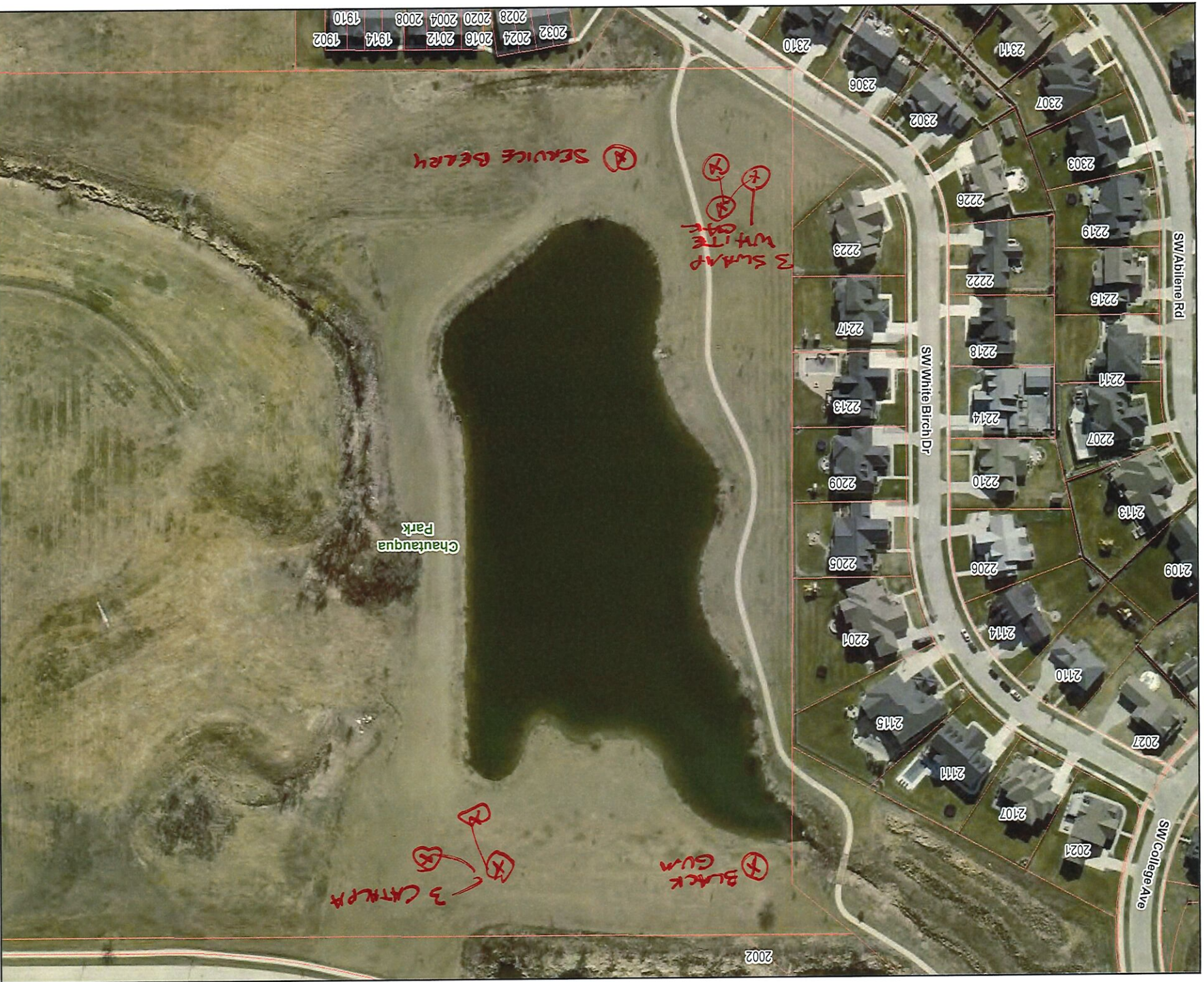




OK All







2032 2032 2024 2016 2012 2008 2004 2020 2028 1914 1910









**Dawn Redwood**  
**Catalpa**  
**Ohio Buckeye**

**Tulip**

**Douglas Fir**

**Sweetgum**

**Magnolia**

**White Pine**

**Scarlet Oak**

**Norway Spruce**



**CERTIFICATION**

- ☒ By checking this box, I acknowledge that I understand the nursery stock requirements set forth above, and that **stock will meet the standards set forth in ANSI Z60.1**. I also understand that I must acquire permission from the Iowa DNR for any deviations from these requirements. I am fully aware that stock will be inspected by a DNR forestry representative at time of planting, and that any stock determined to be dead or dying, subject to disease, or otherwise unfit for planting will be rejected.
- ☒ By checking this box, I hereby certify that, to the best of my knowledge, the information contained in this application and its supplements is correct and true. I acknowledge that I have read the "Description and Instructions" at the beginning of the application and that any deviations from the specifications outlined have been approved by the DNR program coordinator. I fully understand that any deviations from said restrictions that have NOT been expressly approved by the DNR program coordinator may result in withholding of funds by the Iowa Department of Natural Resources.
- ☒ By checking this box, I acknowledge that the Grantee agrees to provide a two-year maintenance agreement, as described above, for all trees planted using funds from this grant.
- ☒ By checking this box, I hereby certify that the project funds will be spent in accordance with all applicable federal and state laws, rules and regulations.
- ☒ By checking this box, I hereby certify that the Iowa Department of Natural Resources and the Iowa urban and community forestry council is released from any liability associated with this project.

**SIGNATURES:**

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Landowner Signature and Title of Authorized Official of state, regional or local government under whose jurisdiction the project will occur** (this is not required if the applicant is the landowner and has jurisdiction over the project site):

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$19,250,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP-1)), and providing for publication of notice thereof (date of hrg: 3/3/25).

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL  
Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The not to exceed \$19,250,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2025 Capital Improvement Program.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend fixing date for a meeting on the proposition of the issuance of not to exceed \$19,250,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP-1)), and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The 2025-2029 Capital Improvement Program was approved by the City Council on December 16, 2024.

FISCAL IMPACT

The not to exceed \$19,250,000 General Obligation Bonds (for essential corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy and a small portion will be abated by storm water revenues.

PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. Resolution

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$19,250,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES (ECP-1)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

#### RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$19,250,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES (ECP-1)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$19,250,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF ANKENY, STATE OF IOWA:

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 3<sup>rd</sup> day of March, 2025, for the purpose of taking action on the matter of the issuance of not to exceed \$19,250,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds 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, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; 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.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: February 18, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED ISSUANCE OF NOT TO EXCEED  
\$19,250,000 GENERAL OBLIGATION BONDS OF THE CITY  
(FOR ESSENTIAL CORPORATE PURPOSES (ECP-1)), AND  
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 3<sup>rd</sup> day of March, 2025, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$19,250,000 General Obligation Bonds, for essential corporate purposes, to provide funds 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, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; 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.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$19.58. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The bond may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.



At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this 17<sup>th</sup> day of February, 2025.

---

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$750,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof (date of hrg: 3/3/25).

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL  
Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The not to exceed \$750,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program in the 2025 Capital Improvement Program.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend fixing date for a meeting on the proposition of the issuance of not to exceed \$750,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The 2025-2029 Capital Improvement Program was approved by the City Council on December 16, 2024.

FISCAL IMPACT

The not to exceed \$750,000 General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

## ATTACHMENTS

1. Resolution

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-2)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

#### RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-2)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$750,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$934,570; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF ANKENY, STATE OF IOWA:

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 3<sup>rd</sup> day of March, 2025, for the purpose of taking action on the matter of the issuance of not to exceed \$750,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be

used to provide funds to pay the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping Trestle Ridge, a new city park, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:



(To be published on or before: February 18, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$750,000  
GENERAL OBLIGATION BONDS OF THE CITY (FOR  
GENERAL CORPORATE PURPOSES (GCP-2)), AND THE  
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 3<sup>rd</sup> day of March, 2025, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$750,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping Trestle Ridge, a new city park.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this 17<sup>th</sup> day of February, 2025.

---

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** fixing date for a meeting on the proposition of the issuance of not to exceed \$1,000,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes (ECP/UR-3)), and providing for publication of notice thereof (date of hrg: 3/3/25).

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL  
Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The not to exceed \$1,000,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the Interstate 35 and NE 36th Street Interchange Improvements, Uptown Lighting Fixture Upgrades and Uptown Parking Improvements in the 2025 Capital Improvement Program. The projects are located in the 1991 Ankeny Economic Development Urban Renewal Area and the Northeast Ankeny Urban Renewal Area.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend fixing date for a meeting on the proposition of the issuance of not to exceed \$1,000,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes (ECP/UR-3)), and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The 2025-2029 Capital Improvement Program was approved by the City Council on December 16, 2024.

FISCAL IMPACT

The not to exceed \$1,000,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

PUBLIC OUTREACH EFFORTS

## ACTION REQUESTED

## ATTACHMENTS

1. Resolution

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,000,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES (ECP/UR-3)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

#### RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$1,000,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES (ECP/UR-3)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, which is on file in the office of the Recorder of Polk County, Iowa; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area; and

WHEREAS, by Resolution 2019-089, adopted March 4, 2019, this Council approved and adopted an Amendment No. 1 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area; and

WHEREAS, by Resolution 2021-373, adopted October 4, 2021, this Council approved and adopted an Amendment No. 2 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area; and

WHEREAS, by Resolution 2023-121, adopted March 6, 2023, this Council approved and adopted an Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area, including the Uptown Parking Improvements Project; and

WHEREAS, by Resolution No. 2025-\_\_\_\_, adopted February 17, 2025, this Council approved and adopted and Amendment No. 4 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan, which amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area including the Uptown Lighting Project; and

WHEREAS, by Resolution No. 2010-287, adopted October 18, 2010, this Council found and determined that certain areas located within the city are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Northeast Ankeny Urban Renewal Plan for the Northeast Ankeny Urban Renewal Area, which plan is on file in the office of the Recorder of Polk County, Iowa; and

WHEREAS, by Resolution No. 2021-375, adopted October 4, 2021, this Council approved and adopted the Amended and Restated Northeast Ankeny Urban Renewal Plan (the "NE Plan") for the Northeast Ankeny Urban Renewal Area (the "NE Area"); and

WHEREAS, by Resolution No. 2025-\_\_\_\_, adopted February 17, 2025, this Council approved and adopted Amendment No. 1 to the NE Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the NE Area including, the Interstate 35 and NE 36th Street Interchange Improvements Project; and

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Urban Renewal Bonds, to the amount of not to exceed \$1,000,000, as authorized by Sections 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate urban renewal purpose project(s) as hereinafter described; and

WHEREAS, before bonds may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF ANKENY, STATE OF IOWA:

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 3<sup>rd</sup> day of March, 2025, for the purpose of taking action on the matter of the issuance of not to exceed \$1,000,000 General Obligation Urban Renewal Bonds, for essential corporate urban renewal purposes, the



proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Amended and Restated Urban Renewal Plans, as amended, for the 1991 City of Ankeny Urban Renewal Area (1991), and the Northeast Ankeny Urban Renewal Area (NE), including the Interstate 35 and NE 36th Street Interchange Improvements (NE), Uptown Lighting Fixture Upgrades (1991), and Uptown Parking Improvements (1991).

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published on or before: February 18, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF  
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$1,000,000  
GENERAL OBLIGATION URBAN RENEWAL BONDS OF  
THE CITY (FOR ESSENTIAL CORPORATE URBAN  
RENEWAL PURPOSES (ECP/UR-3)), AND THE HEARING ON  
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 3<sup>rd</sup> day of March, 2025, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$1,000,000 General Obligation Urban Renewal Bonds, for essential corporate urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Amended and Restated Urban Renewal Plans, as amended, for the 1991 City of Ankeny Urban Renewal Area (1991), and the Northeast Ankeny Urban Renewal Area (NE), including the Interstate 35 and NE 36th Street Interchange Improvements (NE), Uptown Lighting Fixture Upgrades (1991), and Uptown Parking Improvements (1991).

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$1.04. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The bond may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Chapters 384 and 403 of the Code of Iowa.

Dated this 17<sup>th</sup> day of February, 2025.

---

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17<sup>th</sup> day of February, 2025.

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to approve the Agreement with GolfNow, LLC for online tee time distribution, point-of-sale, marketing and website services for Otter Creek Golf Course and authorize the Mayor to sign said agreement.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Motion

LEGAL

EXECUTIVE SUMMARY

GolfNow has been providing online tee time distribution, point-of-sale, marketing and website services for Otter Creek Golf Course since 2013. In 2019 and 2021 the Parks & Recreation Department negotiated an agreement to better position Otter Creek Golf Course and its continued success. With that initial contract expiring, it is now time to once again negotiate a new agreement.

The new contract is very similar to the original and provides the following services: Hardware Package, GolfNow Reservations Platform, Merchant Processing Fees and Tee time booking engine, and email marketing tool; GolfNow Reservations on-site installation and initial training; Unlimited access to GolfNow Cares support team; Maintenance and support of the point-of-sale system.

Once again included in the agreement and scope of services is the point-of-sale system for the Hawkeye Park Sports Complex. These services are within GolfNow's capacity and will continue to provide credit card abilities for both the Hawkeye and Miracle concession stands.

Compensation for these services is not based on monetary payment. GolfNow is paid via three rounds per day and splitting the payments for these tee times with Otter Creek Golf Course at a 50% partner share. The three trade rounds are to be posted daily near 11:10 am, 1:20 pm and 2:30 pm. Otter Creek Golf Course has a trade time blocking window from 7:00 am - 11:00 am., as well as a blocking window for leagues and outings.

The primary goal of this contract is to once again division efficiencies, increase rounds of play and revenue through an online tee-time distribution system and website marketing services. GolfNow has worked closely

with Otter Creek Golf Course to create pricing strategies, optimize revenue and marketing campaigns to target local, visiting and seasonal golfers.

#### CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the contract with GolfNow, LLC.

#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

Original agreement for similar GolfNow services was approved by City Council on March 18, 2019, with an extension approved June 7, 2021.

#### FISCAL IMPACT

As compensation for these services, this contract provides three trade rounds per day for GolfNow with Otter Creek Golf Course receiving 50% partner share of the revenue. The value of these trade rounds is estimated to generate approximately \$60,000.00 annually or an additional \$30,000.00 in revenue that Otter Creek Golf Course will retain.

#### PUBLIC OUTREACH EFFORTS

#### ACTION REQUESTED

#### ATTACHMENTS

1. Agreement



**ORDER FORM**

SO-49100

This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Ankeny ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's Golf Courses and/or Off-Course Facilities (each, a "Property" or collectively, "Properties") listed below.

|                                                                     |                                    |                                      |
|---------------------------------------------------------------------|------------------------------------|--------------------------------------|
| <b>GolfNow:</b><br><br>7580 Golf Channel Drive<br>Orlando, FL 32819 | <b>Client (Legal Entity Name):</b> | City of Ankeny                       |
|                                                                     | <b>Client's Mailing Address:</b>   | PO Box 139<br>50021, IA 50021<br>USA |
|                                                                     | <b>Client's Golf Courses:</b>      | Otter Creek Golf Course (IA)         |

|                     |                          |                                |                       |
|---------------------|--------------------------|--------------------------------|-----------------------|
| <b>Prepared By:</b> | Chris Miller             | <b>Client's Contact Name:</b>  | Nick Lenox            |
| <b>Phone:</b>       | (407) 429-8252           | <b>Client's Contact Phone:</b> | (515) 965-6464        |
| <b>Email:</b>       | chris.miller1@nbcuni.com | <b>Client's Email:</b>         | nlenox@ankenyiowa.gov |

**TERM AND RENEWALS:** The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire December 31, 2027 thereafter and shall be non-cancellable, except as provided herein. Upon expiration of the Initial Term, Client shall have the option to extend the Agreement for one (1) additional two (2) year term.

**PRODUCT(S) & SERVICE(S)**

| Property                     | Product                 |
|------------------------------|-------------------------|
| Otter Creek Golf Course (IA) | Golf365 GolfNow         |
| Otter Creek Golf Course (IA) | Golf365 Pro Full System |
| Otter Creek Golf Course (IA) | PMP                     |
| Otter Creek Golf Course (IA) | Website Standard        |
| Otter Creek Golf Course (IA) | Booking Engine GolfNow  |
| Otter Creek Golf Course (IA) | Payments Golf365 Pro    |

**HARDWARE**

| Property                     | Hardware Package                                 | Quantity |
|------------------------------|--------------------------------------------------|----------|
| Otter Creek Golf Course (IA) | HWP-1190: PRO - Payments Wired Lane 3600 Package | 2        |
| Otter Creek Golf Course (IA) | HWP-1137: PRO - Payments Wireless Ala Carte      | 2        |

**ORDER FORM**

SO-49100

| Property                     | Hardware Package                         | Quantity |
|------------------------------|------------------------------------------|----------|
| Otter Creek Golf Course (IA) | HWP-1203: PRO - iPad Chipper (Bluetooth) | 7        |

*See Exhibit A for Items included in each Hardware Package*

**TOTAL PAYMENT(S)****Trade Payment Terms**

|                                                                                                                                                                                                                         |                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Payment Number: PD2-9500/CAP-9877<br>Otter Creek Golf Course (IA)<br>Trade Provided: All Days<br>Trade Load Time: 11:10 AM<br>18 Holes<br>Cart Included<br>Bookable for 1 to 4 Players                                  | Days In Advance to Load: 7<br><br>Client Share of Trade Time sale price is 50%<br>Trade Time will have a Bookable Window beginning at 11:00 AM |
| Payment Number: PD2-8690/CAP-9879<br>Otter Creek Golf Course (IA)<br>Trade Provided: All Days during Daylight Saving Time<br>Trade Load Time: 1:20 PM<br>18 Holes<br>Cart Included<br>Bookable for 1 to 4 Players       | Days In Advance to Load: 7<br><br>Client Share of Trade Time sale price is 50%<br>Trade Time will have a Bookable Window beginning at 11:00 AM |
| Payment Number: PD2-7288/CAP-9878<br>Otter Creek Golf Course (IA)<br>Trade Provided: All Days during Daylight Saving Time<br>Trade Load Time: 2:30 PM<br>18 Holes<br>Cart Included<br>Bookable for 1 to 4 Players       | Days In Advance to Load: 7<br><br>Client Share of Trade Time sale price is 50%<br>Trade Time will have a Bookable Window beginning at 11:00 AM |
| Payment Number: PD2-8690/CAP-19636<br>Otter Creek Golf Course (IA)<br>Trade Provided: All Days during Non-Daylight Saving Time<br>Trade Load Time: 12:40 PM<br>18 Holes<br>Cart Included<br>Bookable for 1 to 4 Players | Days In Advance to Load: 7<br><br>Client Share of Trade Time sale price is 50%<br>Trade Time will have a Bookable Window beginning at 11:00 AM |

**ORDER FORM**

SO-49100

**Trade Payment Terms**

|                                                          |                                                              |
|----------------------------------------------------------|--------------------------------------------------------------|
| Payment Number: PD2-7288/CAP-19635                       | Days In Advance to Load: 7                                   |
| Otter Creek Golf Course (IA)                             |                                                              |
| Trade Provided: All Days during Non-Daylight Saving Time | Client Share of Trade Time sale price is 50%                 |
| Trade Load Time: 12:50 PM                                | Trade Time will have a Bookable Window beginning at 11:00 AM |
| 18 Holes                                                 |                                                              |
| Cart Included                                            |                                                              |
| Bookable for 1 to 4 Players                              |                                                              |

For the avoidance of doubt, GolfNow will not offer any Trade Times at Client's Properties as Pay Now & Save: Otter Creek Golf Course (IA).

**Trade Floor & Utilization Guarantee**

| Property                     | Days of Week | Floor                                  | Utilization Guarantee |
|------------------------------|--------------|----------------------------------------|-----------------------|
| Otter Creek Golf Course (IA) | All Days     | 35% off posted course rates on GolfNow | 30%                   |

**Merchant Processing Fees for GolfNow Payments**

| Property                                | Card Present Rate              | Card Not Present Rate          | ACH Rate               | Chargeback Fee            |
|-----------------------------------------|--------------------------------|--------------------------------|------------------------|---------------------------|
| Otter Creek Golf Course (IA)<br>R-48345 | 2.79% + \$0.10 per transaction | 2.95% + \$0.30 per transaction | \$1.00 per transaction | \$10.00 per representment |

| GOLFNOW BOOKING ENGINE                                                                                                                                                                                           | ACKNOWLEDGED |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Client shall be required to use a booking engine powered by GolfNow.                                                                                                                                             | Yes          |
| ONLINE MARKETING                                                                                                                                                                                                 | ACKNOWLEDGED |
| Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client? | Yes          |
| MILITARY TEE TIMES                                                                                                                                                                                               | ACKNOWLEDGED |
| Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?                  | No           |

**ORDER FORM**

SO-49100

**AGREED TO AND ACCEPTED**

This Order Form is subject to the following terms and conditions ("Terms and Conditions"):

- GolfNow for Business Standard Terms and Conditions and any applicable Additional Terms located here:  
<https://golf.nbcsportsnext.com/about/terms-and-conditions/>

This Order Form, the Terms and Conditions above (which are subject to change by GolfNow from time to time), and any attached addenda (collectively, the Agreement) shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

\_\_\_\_\_ Initial Here to confirm you have read the Terms and Conditions

*Client Signature:* \_\_\_\_\_ *Printed Name:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*GolfNow Signature:*  *Printed Name:* Todd Triplett *Date:* 2/11/2025  
7E80A735C53A41D...

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt ☐

EXHIBIT A

Hardware Items included in each Hardware Package

| Product                       | Included in Hardware Package | Mfg Model Number |
|-------------------------------|------------------------------|------------------|
| Move 5000 Wireless            | HWP-1137                     | ING-135266       |
| Lane 3600 Pin Pad             | HWP-1190                     | 139135           |
| Lane 3600/7000 Ethernet Cable | HWP-1190                     | 123619           |
| Lane 3600/7000 PWR            | HWP-1190                     | 129959           |
| BBP BT Chipper                | HWP-1203                     | 136565           |



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa to approve the application for the purpose of receiving Community Betterment Grant awards from Polk County.

ORIGINATING DEPARTMENT  
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED  
Resolution  
LEGAL

EXECUTIVE SUMMARY

The City of Ankeny is pursuing a community enhancement project through Polk County's Community Betterment Grant Program. The Polk County Community Betterment Grant program funds projects up to \$10,000.

Community Betterment Grant Application

Economic Development is requesting \$10,000 to enhance the City's Experience Park with features such as a centerpiece bike rack, benches, and trash receptacles. The project aims to fill small opportunities within the greater Experience Park project that encourages positive social interactions among residents and visitors, and fostering a sense of community, belonging, and hometown feel.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The Polk County Community Betterment Grant do not require local matching funds. The grant is a funding sources to assist with the current needs of City departments.

PUBLIC OUTREACH EFFORTS



## ACTION REQUESTED

## ATTACHMENTS

1. Resolution - Approve City Submission of Polk County Betterment Grant Spring 2025

**RESOLUTION 2025-**

**A RESOLUTION TO APPROVE THE APPLICATION FOR THE PURPOSE OF RECEIVING COMMUNITY  
BETTERMENT GRANT AWARDS FROM POLK COUNTY**

**WHEREAS**, Polk County has grant funds available through the Community Betterment Grant Program in amounts up to \$10,000 for projects and items that seek to improve the lives of those in the community; and

**WHEREAS**, an application from the City of Ankeny with projects that will take place on city property, will be submitted to Polk County by the February 28, 2025 deadline for the grant program; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Ankeny, Iowa, in Polk County, Iowa authorizes the following Community Betterment Grant application to be submitted to Polk County:

1. \$10,000 Experience Park enhancements, Economic Development

**PASSED AND APPROVED** this 17th day of February, 2025.

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

February 17, 2025  
5:30 PM

Bobbi Bentz, Mayor

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

ITEM NAME

Ord 2191      An Ordinance vacating a portion of a public ingress/egress easement, located on Lot 1; Lot 2 EX Parcel 2018-40 BL 16951 PG 86 Credit Union Plaza.

ORIGINATING DEPARTMENT  
Community Development

COUNCIL GOAL  
Ensure Economic Vitality

ACTION REQUESTED  
Ordinance – 3rd Reading  
LEGAL

EXECUTIVE SUMMARY

Veridian Credit Union has requested the vacation of a portion of a Public Ingress/Egress Easement located on Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza to facilitate future development of the site. All public purpose served by said easement is no longer necessary.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate the Public Ingress/Egress Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to accept third consideration of ORDINANCE 2191, sending it on its final passage and publication as required by law.

Consider motion to adopt **RESOLUTION** authorizing the sale of property vacated by the City of Ankeny,

Iowa, to Veridian Credit Union.

#### ATTACHMENTS

1. Ordinance
2. Vacation Exhibit
3. Aerial Map
4. Applicant Letter
5. Resolution
6. Quit Claim Deed - Veridian Credit Union

**WHEN RECORDED RETURN TO:**

City of Ankeny, City Clerk  
410 W 1<sup>st</sup> Street  
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

**ORDINANCE**

**ORDINANCE VACATING A PORTION OF A PUBLIC INGRESS/EGRESS EASEMENT, LOCATED ON LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86 CREDIT UNION PLAZA**

**WHEREAS**, pursuant to notice published in the manner required by law, on the 21<sup>st</sup> day of January, 2025, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public ingress/egress easement, as shown on the attached Easement Vacation Plat; and

**WHEREAS**, the City Council finds that all public purpose served by said easement is no longer necessary; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens of Ankeny that said easement be vacated.

**BE IT ENACTED** by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release that portion of said easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication as required by law.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

\_\_\_\_\_  
Bobbi B. Bentz, Mayor

ATTEST:

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

**PUBLISHED IN  
THE DES MOINES REGISTER  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2025**

**1<sup>st</sup> Con \_\_\_\_\_ (Public Hearing)  
2<sup>nd</sup> Con \_\_\_\_\_  
3<sup>rd</sup> Con \_\_\_\_\_**

Location Description:  
Part Of Lot 1,Credit Union Plaza  
Requestor: Primus Companies, LLC  
Proprietor: Veridian Credit Union

EASEMENT VACATION EXHIBIT

PART OF LOT 1, CREDIT UNION PLAZA

SUBJECT PROPERTY LEGAL DESCRIPTION:

LOT 1; LOT 2 EX PARCEL 2018-40 BK 16951 PG 86  
CREDIT UNION PLAZA

DESCRIPTION OF A PORTION OF THE  
INGRESS/EGRESS EASEMENT TO BE  
VACATED:

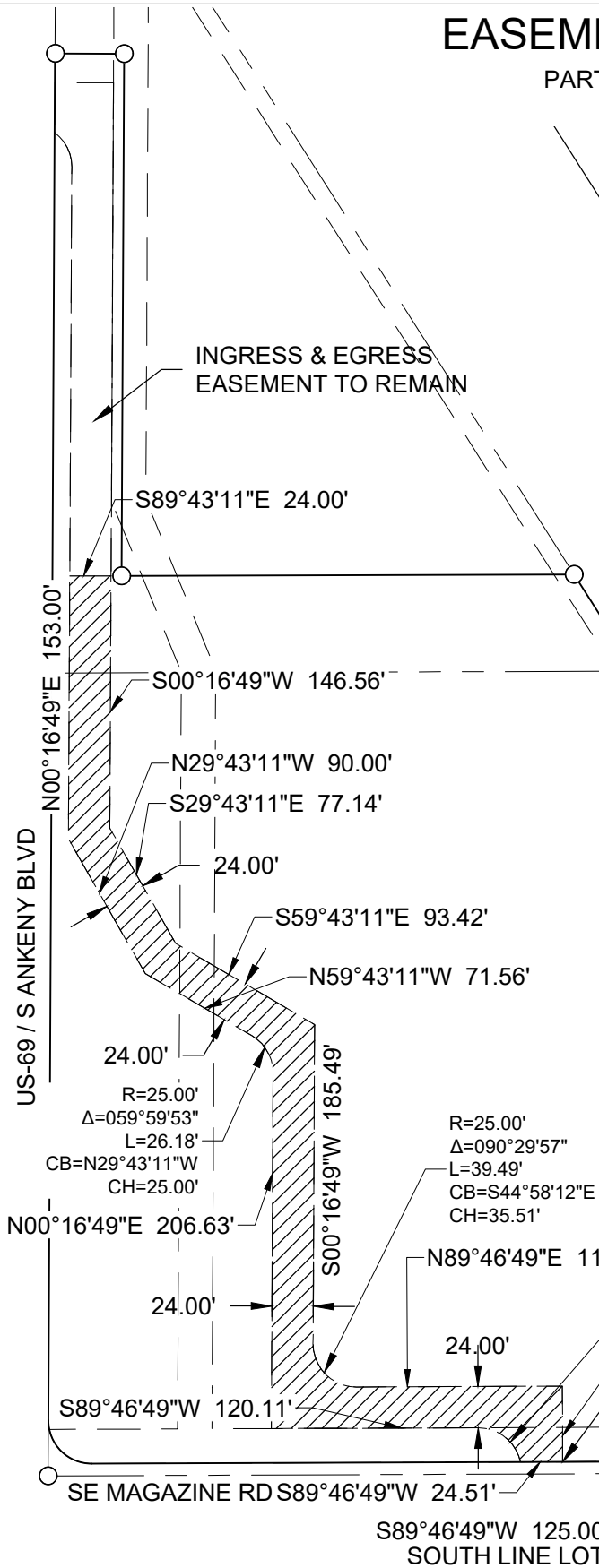
24' INGRESS & EGRESS EASEMENT AS DESCRIBED IN BOOK Z, PAGE 640.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT A, CREDIT UNION PLAZA, IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS RECORDED IN BOOK Z, PAGE 640; THENCE N11°13'11"W, ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 7.00 FEET TO THE NORTH LINE OF SAID LOT A; THENCE S89°46'49"W, ALONG THE NORTH LINE OF SAID LOT A, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE S89°46'49"W, 24.51 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 78°27'49", AN ARC LENGTH 34.24 FEET, A CHORD BEARING OF N50°59'19"W; THENCE S89°46'49"W, 120.11 FEET; THENCE N00°16'49"E, 206.63 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 59°59'53", AN ARC LENGTH 26.18 FEET, A CHORD BEARING OF N29°43'11"W; THENCE N59°43'11"W, 71.56 FEET; THENCE N29°43'11"W, 90.00 FEET; THENCE N00°16'49"E, 153.00 FEET; THENCE S89°43'11"E, 24.00 FEET; THENCE S00°16'49"W, 146.56 FEET; THENCE S29°43'11"E, 77.14 FEET; THENCE S59°43'11"E, 93.42 FEET; THENCE S00°16'49"W, 185.49 FEET TO A POINT OF NON TANGENT CURVATURE; THENCE ALONG A NON TANGENT CURVE TO THE EAST, HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°29'57", AN ARC LENGTH 39.49 FEET, A CHORD BEARING OF S44°58'12"E; THENCE N89°46'49"E, 119.68 FEET; THENCE S00°13'11"E, 44.00 FEET TO THE POINT OF BEGINNING.

OWNER:  
VERIDIAN CREDIT UNION  
1201 S ANKENY BLVD  
ANKENY, IA 50023

REQUESTED BY:  
PRIMUS COMPANIES, LLC  
401 8TH AVE SE  
CEDAR RAPIDS, IA 52401

TOTAL LAND AREA  
0.57 ACRES (24,716 SQUARE FEET)



| LEGEND: |                        |
|---------|------------------------|
|         | PROPERTY LINE          |
|         | RECORDED DIMENSION     |
|         | FOUND MONUMENT         |
|         | FOUND SECTION CORNER   |
|         | EASEMENT VACATION AREA |

PROJECT NO: 024-08130  
DRAWN BY: JSM  
DATE: 12.02.2024

EASEMENT EXHIBIT

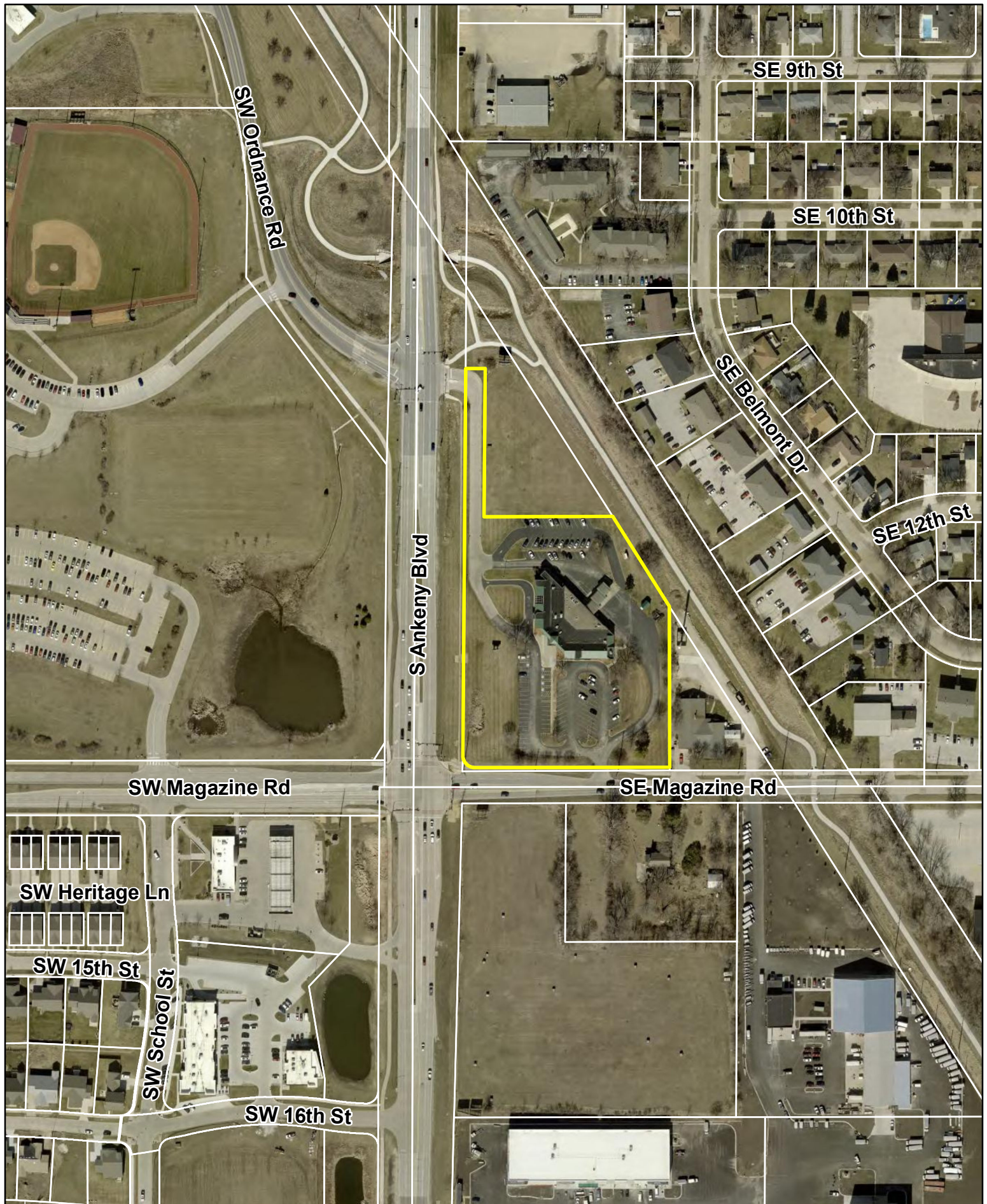
olsson

1717 Ingersoll Avenue  
Suite 111  
Des Moines, IA 50309  
olsson.com  
TEL 515.331.6517

EXHIBIT  
1

F:\2023\08001-08500\023-08130\40-Design\Exhibits\X\_EXHIBIT\_02308130-VAC ESMT1.dwg  
DATE: Dec 18, 2024 6:13pm USER: jmorison





1 inch = 250 feet  
Date: 12/31/2024

**Lot 1; Lot 2 EX Parcel 2018-40 BK 16951 PG 86**  
**Credit Union Plaza**  
**Public Ingress/Egress Easement Vacation**





December 2, 2024

**City of Ankeny**

1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

**Dear Planning and Building Director, Honorable Mayor and Members of City Council:**

On behalf of Veridian Credit Union, we are applying for the City of Ankeny to vacate a 24-foot ingress & egress easement located in Lot 1; Lot 2 Ex Parcel 2018-40 BK 16951 PG 86 Credit Union Plaza.

We are preparing a site plan for a new Veridian Credit Union that would conflict with the existing ingress & egress easement. The existing Veridian Credit Union building will be demolished from the site after completion of the proposed building. We would like to vacate the 24-foot ingress & egress easement and would provide a new ingress & egress easement as a part of the final plat if the property owner proceeds to split the lots.

We respectfully request the City's review and approval of the easement vacation to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Morrison". The signature is fluid and cursive, with the first name "Jeff" being more prominent than the last name "Morrison".

**Jeff Morrison, PE**

*Olsson Associate Project Manager*



## RESOLUTION

### RESOLUTION AUTHORIZING THE SALE OF PROPERTY VACATED BY THE CITY OF ANKENY, IOWA, TO VERIDIAN CREDIT UNION

---

**WHEREAS**, by Ordinance No. 2191 the City has vacated certain property, as shown on the attached Easement Vacation Plat; and

**WHEREAS**, Veridian Credit Union has offered to purchase said property for an amount equal to the costs incurred by the City to vacate said property; and

**WHEREAS**, a public hearing on said vacation and sale was held on the 21<sup>st</sup> day of January, 2025, pursuant to published notice as required by law; and

**WHEREAS**, this Council, having heard all comments for and against said offer to purchase said property, determines that the offer should be accepted.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa:

1. That the City accepts the offer of Veridian Credit Union to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Easement Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

**PASSED AND APPROVED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, 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: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

Address Tax Statements: Veridian Credit Union, 6525 Chancellor Drive, Cedar Falls, IA 50613

---

**QUIT CLAIM DEED**

**BE IT KNOWN BY ALL:**

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by Veridian Credit Union, does hereby QUIT CLAIM unto said Veridian Credit Union, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

**DATED** this 17<sup>th</sup> day of February, 2025.

CITY OF ANKENY, IOWA

---

Bobbi B. Bentz, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On this 17<sup>th</sup> day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bobbi B. Bentz and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 17<sup>th</sup> day of February, 2025, and the said Bobbi B. Bentz and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

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Notary Public in and for the State of Iowa