



ANKENY CITY COUNCIL

Regular Meeting
Monday, July 7, 2025
5:30 PM

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

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

Call to Order: Bobbi Bentz, Mayor
Roll Call: Michelle Yuska, City Clerk
Pledge of Allegiance: Bobbi Bentz, Mayor

CEREMONY:

1. Mayor's Proclamation - Ankeny Sesquicentennial

A. PUBLIC FORUM:

1. Special Presentation: Catch Des Moines - Greg Edwards

B. APPROVAL OF AGENDA:

1. Approval of the July 7, 2025 Agenda

Consider motion to approve and accept the July 7, 2025 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2025-50 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by DNF & TJL INVESTMENTS, LLC. from R-1, One-Family Residence District to PUD, Planned Unit Development District.

Consider motion to close Public Hearing 2025-50.

Consider motion to accept first consideration of ORDINANCE 2229.

2. PH 2025-51 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area A) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

Consider motion to close Public Hearing 2025-51.

Consider motion to accept first consideration of ORDINANCE 2230.

3. PH 2025-52 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area B) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to PUD, Planned Unit Development.

Consider motion to close Public Hearing 2025-52.

Consider motion to accept first consideration of ORDINANCE 2231.

4. PH 2025-53 Proposed amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa.

Consider motion to close Public Hearing 2025-53.

Consider motion to adopt RESOLUTION amending the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Future Land Use Map for the City of Ankeny, Iowa.

5. PH 2025-54 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area A) owned by Hope K. Farms, LLC from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

Consider motion to close Public Hearing 2025-54.

Consider motion to accept first consideration of ORDINANCE 2232.

6. PH 2025-55 Proposed amendment to the Zoning Regulations, Chapter 192, of the

Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area B) owned by Hope K. Farms, LLC, from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Consider motion to close Public Hearing 2025-55.

Consider motion to accept first consideration of ORDINANCE 2233.

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 June 16, 2025 as published, subject to correction, as recommended by the City Clerk.

CA - 2. Receive and file minutes of the Library Board of Trustee meeting of April 17, 2025.

CA - 3. Receive and file minutes of the Library Board of Trustee meeting of May 15, 2025.

• **LICENSES AND PERMITS**

CA - 4. Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor/Device Permits.

CA - 5. Consider motion to approve the issuance of liquor licenses and beer/wine permits.

• **FINANCE/BUDGET**

CA - 6. Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$9,186.00 with Bolton & Menk, Inc. for additional construction engineering services on the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

CA - 7. Consider motion to approve Payment #4 in the amount of \$7,317.00 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.

CA - 8. Consider motion to approve Payment #1 in the amount of \$13,620.30 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr - Concept Study project.

CA - 9. Consider motion to approve Payment #8 in the amount of \$9,608.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr - NW 9th St & NW Ash Dr Intersection Improvements project.

CA - 10. Consider motion to approve Payment #8 in the amount of \$655,232.53 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.

CA - 11. Consider motion to approve Payment #3 in the amount of \$9,590.00 to Confluence, Inc., for engineering services on the Trestle Ridge Park construction project.

CA - 12. Consider motion to approve Payment #11 in the amount of \$90,612.60 to Foth

Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 2 project.

- CA - 13.** Consider motion to approve Payment #3 in the amount of \$3,750.00 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study project.
- CA - 14.** Consider motion to approve Payment #4 in the amount of \$7,484.00 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study project.
- CA - 15.** Consider motion to approve Payment #23 in the amount of \$5,413.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 16.** Consider motion to approve Payment #30 in the amount of \$14,403.34 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 17.** Consider motion to approve Payment #15 in the amount of \$24,377.30 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility Improvements project.
- CA - 18.** Consider motion to approve Payment #15 in the amount of \$12,836.11 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main project.
- CA - 19.** Consider motion to approve Payment #4 in the amount of \$31,582.15 to Olsson, Inc., for engineering services on the SW Oralabor Road & SW Irvinedale Drive Intersection Improvements project.
- CA - 20.** Consider motion to approve Payment #23 in the amount of \$3,727.75 to RDG Planning & Design, Inc. for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 21.** Consider motion to approve Payment #16 in the amount of \$17,834.95 to Snyder & Associates for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 22.** Consider motion to approve Payment #46 in the amount of \$8,400.40 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 23.** Consider motion to approve Payment #9 in the amount of \$5,030.90 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements-Phase 4 project.
- CA - 24.** Consider motion to approve Payment #4 in the amount of \$8,408.50 to Snyder & Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study project.
- CA - 25.** Consider motion to approve the July 7, 2025 Accounts Payable.
- CA - 26.** Consider motion to approve the purchase of a new combination jet vacuum truck for the Municipal Utilities - Water Department (replace existing truck #742).

- CA - 27.** Consider motion to approve the purchase of a 2026 Ford F450 Class 4 Truck and Dump Body for the Parks and Recreation Department in an amount not to exceed \$71,790.00.
- CA - 28.** Consider motion to approve the purchase of a 2026 Dodge Ram 2500 Truck for the Parks and Recreation Department in an amount not to exceed \$42,959.00.

• **COMMUNITY DEVELOPMENT ITEMS**

- CA - 29.** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider amending provisions of the Zoning Ordinance related to Chapter 197 of the Municipal Code of the City of Ankeny, Iowa (date of hrg: 7/21/25 @ 5:30 p.m.)
- CA - 30.** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny regarding the 80/20 Voluntary Urbanized annexation of property owned by DLE Four Way, L.C., Putco, INC., Upper Midwest Properties and Threshold Capital, LLC. (date of hrg: 8/4/25 @ 5:30 p.m.)

• **CAPITAL IMPROVEMENT PROJECTS**

- CA - 31. NW Northlawn Area Utility Improvements - Phase 2:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with On Track Construction in the amount of \$2,030,850.00; and c) Final Payment #13 in the amount of \$0.00; Retainage Payment in the amount of \$72,518.38.
- CA - 32. SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal:** Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$27,298.56; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Heartland Underground Solutions in the amount of \$214,717.87; and d) Final Payment #7 in the amount of \$4,440.53; Retainage Payment in the amount of \$10,735.89.
- CA - 33.** Consider motion to adopt **RESOLUTION** accepting a proposal from ALPHA Landscapes LLC in the amount of \$57,850.00 for the construction of the 2025 City-Wide Permanent Surface Restoration project.

• **ADMINISTRATIVE ITEMS**

- CA - 34.** Consider motion to adopt **RESOLUTION** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon.
- CA - 35.** Consider motion to adopt **RESOLUTION** accepting a perpetual trail easement with Polk County for the connection of Trestle Ridge Park to the High Trestle Trail.
- CA - 36.** Consider motion to approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2025 through July 15, 2026, with a premium amount of \$815,945.00.
- CA - 37.** Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,356,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 7/21/25 @ 5:30 p.m.).

• **ORDINANCES**

- CA - 38.** Consider motion to accept third consideration of **ORDINANCE 2227**, an Ordinance

vacating of a portion of SW Ordinance Road public right-of-way, shown as Seventh Street, Thomas Addition to Ankeny, containing 0.20 acres (+/-), sending it on its final passage and publication as required by law.

Consider motion to adopt **RESOLUTION** authorizing the sale of real estate vacated by the City of Ankeny to Jeffrey M. Black and Amy M. Black, Cliff R. Thompson, and Gio Properties, LLC.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-38

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-38.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS:

G. RECESS - BOBBI BENTZ, MAYOR

H. LEGISLATIVE BUSINESS:

- **BOARDS/COMMISSIONS APPOINTMENTS:**

- 39.** Economic Development Council Consider mayoral appointments of Scott Port and Thomas Friedman to the Economic Development Council, effective immediately - June 30, 2028.

Consider motion to approve mayoral appointments to the Economic Development Council.

I. OLD BUSINESS:

J. NEW BUSINESS:

K. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

City Manager

- **REPORT OF THE GOVERNING BODY:**

Mayor Bentz

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

- **FUTURE COUNCIL AGENDA ITEMS:**

- Public Hearing - Sawgrass Park Dam Improvements - 7/21/25 @ 5:30 p.m.
- Public Hearing - Chapter 197 - Zoning Ordinance - 7/21/25 @ 5:30 p.m.
- Public Hearing - \$1,356,000 Water Rev Capital Loan Notes - 7/21/25 @ 5:30 p.m.

- Public Hearing - Annexation - DLE Four Way, LC, Putco Inc, Upper Midwest Properties & Threshold Capital, LLC - 8/4/25 @ 5:30 p.m.

L. ADJOURNMENT



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Mayor's Proclamation - Ankeny Sesquicentennial

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Ankeny Sesquicentennial Proclamation July 2025



PROCLAMATION

WHEREAS, on April 22, 1875, John Fletcher Ankeny and his wife, Sarah Ankeny, platted 80 acres on which the City of Ankeny was originally developed; and

WHEREAS, in 1881 Ankeny had seven homes, a store, a church, a livery stable, a depot, a rooming house, a school, and a population of 50 people; and

WHEREAS, today, Ankeny has a population of 76,207, and is the 5th largest city in the state of Iowa that is a thriving community with multiple major employers, excellent quality of life, and a great place to live; and

WHEREAS, the Sesquicentennial through partnerships with organizations and businesses and dedicated volunteer efforts will recognize our history, share our community's unique aspects, and develop existing and new events for the whole community; and

WHEREAS, a Sesquicentennial Celebration will be held Saturday, July 12, 2025; and

WHEREAS, the City of Ankeny will be 150 years old in 2025 and the Sesquicentennial will celebrate Ankeny's history, community accomplishments and bright future.

NOW THEREFORE, I, Bobbi Bentz, Mayor of the City of Ankeny, do hereby proclaim this, the year of 2025 be known as Ankeny Sesquicentennial Year in Ankeny, Iowa and call upon the people of Ankeny to join their friends and neighbors throughout this community in celebrating the history and the future of our city.

DATED AND SIGNED this 7th day of July, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Approval of the July 7, 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 July 7, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-50 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by DNF & TJL INVESTMENTS, LLC. from R-1, One-Family Residence District to PUD, Planned Unit Development District.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Ordinance – 1st Reading
Public Hearing
LEGAL

EXECUTIVE SUMMARY

DNF & TJL Investments and ATI Group, is requesting a rezoning on a portion of property located west of NW Weigel Drive, north of NW 18th Street, and south of NW 36th Street. The subject parcels are approximately 37.17 acres.

The property is currently zoned R-1, One-Family Residence District. Property to the north and west of the subject property is also zoned R-1, One-Family Residence District. Property to the south is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre. Property to the east is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre and PUD, Trestle Ridge Phase 3 property. Per the Ankeny 2040 Future Land Use Plan Map, the subject property is identified as Medium Density Residential on the east side of the subject property and Low Density Residential on the west side of the property. The proposed land uses within the PUD generally meet the land use and density standards outlined in the Ankeny Plan 2040.

CITY MANAGER/STAFF RECOMMENDATIONS:

Accept first consideration of Ordinance 2231 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025 the Plan & Zoning Commission recommended City Council approval of the request by DNF & TJL Investments and ATI Group to rezone from R-1, One-Family Residence District to PUD, Planned Unit

Development District.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan & Zoning Commission held a public hearing at their meeting on May 20, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-50.

Consider motion to accept first consideration of ORDINANCE 2229.

ATTACHMENTS

1. PH Coversheet
2. Ordinance
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. Rezoning Exhibit
7. PUD Document
8. Aerial Map



PUBLIC HEARING 2025-50

5:30 P.M.

JULY 7, 2025

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY DNF & TJL INVESTMENTS, LLC.

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2229 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by DNF & TJL Investments, LLC

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

TO: PUD, Planned Unit Development

Layman's Description – approximately 37.2 acres (+/-) located north of NW 18th Street, west of NW Weigel Drive and south of NW 36th Street.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2025-50.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2229.

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY DNF & TJL INVESTMENTS, LLC., FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 20th day of May, 2025, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of June, 2025, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by DNF & TJL Investments, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 4th day of August, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

THE NORTHWEST ¼ OF THE SOUTHWEST ¼, LESS ONE (1) ACRE ROAD, OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24, WEST OF THE 5TH/ P.M., POLK COUNTY, IOWA, EXCEPT PARCEL 2022-1202 AND PARCEL 2022-1203 OF PLAT OF SURVEY RECORDED IN BOOK 19359, PAGE 446.

LAYMAN'S DESCRIPTION:

Approximately 37.2-acres (+/-) located north of NW 18th Street, west of NW Weigel Drive, and south of NW 36th Street.

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

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

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 4th day of Aug, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

1st Con 7/7/25 (P. Hrg.)
2nd Con 7/21/25
3rd Con 8/4/25

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #3. DNF & TJL Investments, LLC and ATI Group request to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development

Staff Report: R.Kirschman reported DNF & TJL Investments and ATI Group, is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development. The property is approximately 37.17 acres and is located west of NW Weigel Drive, north of NW 18th Street, and south of NW 36th Street. He shared that the property to the north and west of the subject property is also zoned R-1, One-Family Residence District, the property to the south is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre, and the property to the east is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre and PUD, Trestle Ridge Phase 3 property. R.Kirschman stated per the Ankeny 2040 Future Land Use Plan Map, the subject property is identified as Medium Density Residential on the east side and Low Density Residential on the west side of the property, which according to the Zoning Compatibility Matrix it identifies PUD as Partially Compatible for both Medium Density Residential and Low Density Residential. R.Kirschman noted that PUD zoning would promote development by providing a greater level of flexibility than normally allowed. He further shared comparisons between the bulk regulations of R-1 and R-2 zoning and PUD zoning. He stated the applicant has provided a PUD Master Plan, which outlines the general plan for development. All notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Jake Becker, McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa representing the developer. He said they are requesting that the property be zoned PUD. The basis for this request, is to obtain a couple lots below the 70-foot minimum requirement in R-1 zoning. He asked the Commission if they had any questions.

L.West asked if there is an estimate on number of units per acre. Jake Becker responded that they estimate 2.3/2.4 per acre with the maximum as 4. T.Flack confirmed that they are primarily looking at single family. Jake Becker responded, yes. R.Weisheit confirmed that there is parkland dedicated within the proposal. Jake Becker responded, yes.

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

Motion by T.Flack to close the public hearing, and receive and file documents. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 3, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #5. DNF & TJL Investments, LLC and ATI Group request to rezone property from R-1, One-Family Residence District, to PUD, Planned Unit Development

Staff Report: R.Kirschman reported DNF & TJL Investments and ATI Group, is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development, the North Grove PUD. The property is located west of NW Weigel Drive, north of NW 18th Street, and south of NW 36th Street and is approximately 37.17 acres. He shared that the property to the north and west of the subject property is also zoned R-1, One-Family Residence District, the property to the south is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre, and the property to the east is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre and Trestle Ridge Phase 3 PUD. R.Kirschman presented the Ankeny 2040 Future Land Use Plan Map, and stated that the subject property is identified as Medium Density Residential on the east side and Low Density Residential on the west side of the property, which according to the Zoning Compatibility Matrix it identifies this PUD as partially compatible. The bulk regulations in this PUD are most similar to R-3, however, the intention in the PUD book is to have single family homes and allow the developer a little more flexibility with the property. R.Kirschman stated that the public hearing was held on May 20, 2025 and there were two main questions asked which included how many housing units per acre are there going to be with this development and parkland dedication. He shared that the Masterplan shows 2.6 housing units per acre for parcel A and Parcel B identifies 3.7 acres for parkland dedication. The developer is only required to dedicate 2.3 acres but discussions were held with the city's park department and the decision was made to dedicate the 3.7 acres. The proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development.

T.Rapp asked if the 3.7 acres of parkland will be tied with any other parkland around the area. R.Kirschman responded that there is a desire to have more parkland in the unplatted land to the west.

The applicant/representative had no further comments for the Commission.

Motion by G.Hunter to recommend City Council Approval of the request by DNF & TJL Investments and ATI Group to rezone 37.17 acres from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: North Grove PUD Rezoning – Action
Report Date: May 29, 2025
Prepared By: Ryan Kirschman, AICP-C
Planner I

ETC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council Approval of the request by DNF & TJL Investments and ATI Group, to rezone the property from R-1, One-Family Residence District to PUD, Planned Unit Development.

Project Report

DNF & TJL Investments and ATI Group, is requesting a rezoning on a portion of property located west of NW Weigel Drive, north of NW 18th Street, and south of NW 36th Street. The subject parcels are approximately 37.17 acres.

DNF & TJL Investments and ATI Group, is requesting to rezone the subject parcels to PUD, Planned Unit Development. The property is currently zoned R-1, One-Family Residence District. Property to the north and west of the subject property is also zoned R-1, One-Family Residence District. Property to the south is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre. Property to the east is zoned R-3, Multiple-Family Residence District restricted to 10 units per acre and PUD, Trestle Ridge Phase 3 property. Per the Ankeny 2040 Future Land Use Plan Map, the subject property is identified as Medium Density Residential on the east side of the subject property and Low Density Residential on the west side of the property. The Zoning Compatibility Matrix identifies PUD as Partially Compatible for both Medium Density Residential and Low Density Residential. Property to the north, south, and east is identified as Medium Density Residential, property to the west is identified as Low Density Residential. The Future Land Use Plan considers Low Density Residential to be 1 to 5 units per acre and Medium Density Residential to be 5 to 12 units per acre which aligns with R-1, One-Family Residence District and R-2, One-Family and Two-Family Residence District. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. The PUD would allow 55-foot wide lots and 7,000 sq. ft. minimum lot area. Whereas R-1 regulations would require a minimum of 85 feet for lot width and 10,200 sq. ft. lot area and R-2 would require a lot width of 70 feet and minimum lot area of 8,500 sq. ft. for one family homes or, a lot width of 40 feet and lot area of 5,250 sq. ft. for single-family bi-attached lots.

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

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

Public Hearing

The Plan and Zoning Commission held a public hearing for the rezoning on May 20, 2025. During the public hearing there was discussion regarding the projects from City Staff, the applicant's representative, and the commission. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the commission raised the following questions and concerns:

How many units per acre will the development be at completion?

The proposed Master Plan shows 2.6 units per acre for Parcel A. Parcel A is the only portion being developed with housing and is 32.6 acres. The proposed Master Plan shows 84 projected lots. This density aligns with the Future Land Use Plan designation for the area.

Was parkland included with this proposal?

The proposed Master Plan indicated that Parcel B will be dedicated to the City of Ankeny to fulfil the parkland requirement at the time of platting. Parcel B is 3.7 acres, for this property, 2.3 acres of parkland would be required.

Summary:

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



4/4/2025

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

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

www.mecresults.com

RE: North Grove PUD – Rezoning

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

On behalf of DNF & TJL Investments and ATI Group, we are pleased to submit a rezoning request for approximately 37 acres in the City of Ankeny west of NW Weigel Drive and respectfully request your approval of said rezoning request.

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

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

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

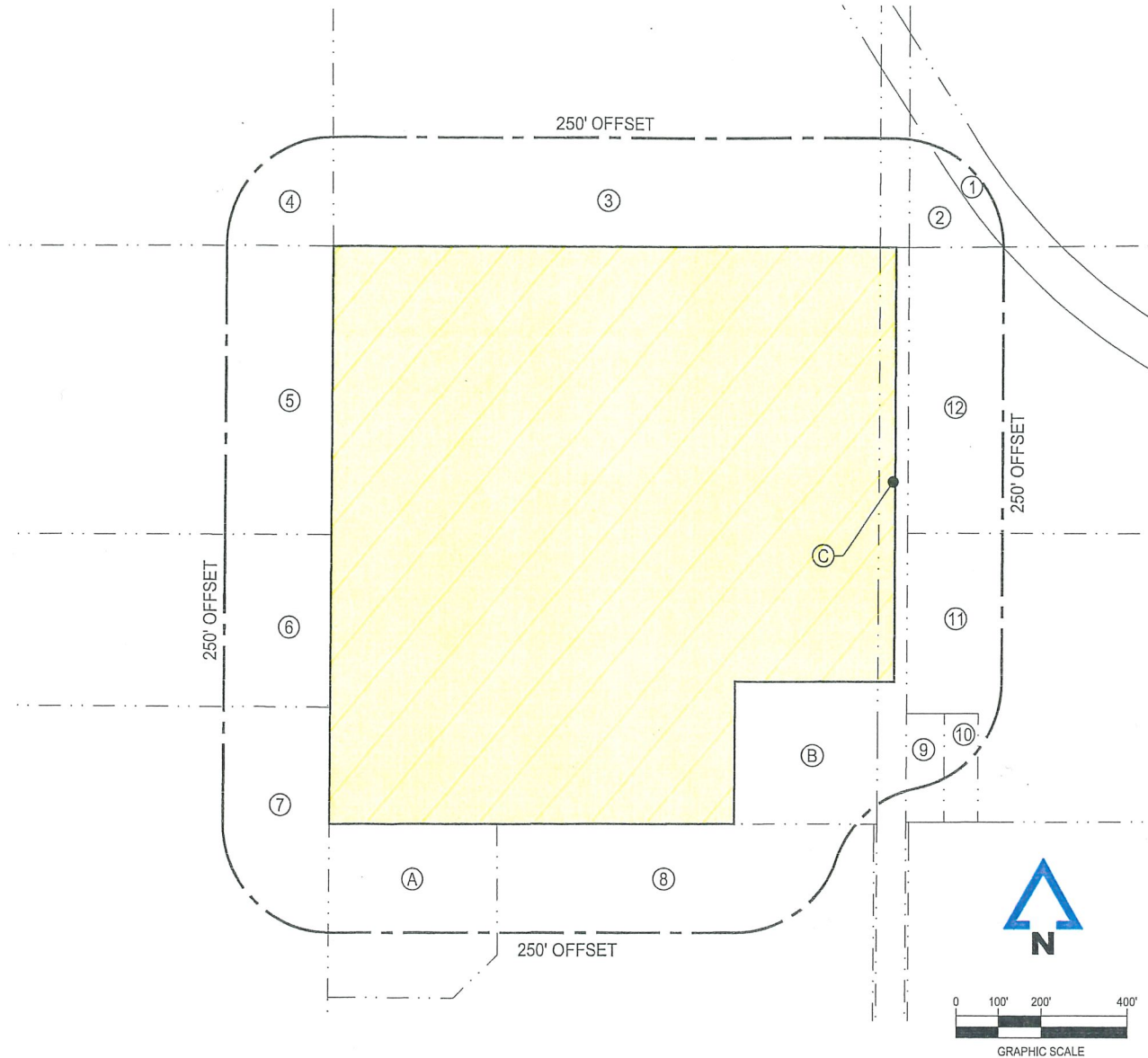
Sincerely,

McClure Engineering Company

A handwritten signature in blue ink, appearing to read 'Jake Becker', is written over a light blue, wavy, brush-stroke-like background element.

Jake Becker, PE
Senior Project Engineer

Cc: ATI Group



REZONING EXHIBIT
FOR
NORTH GROVE PUD
ANKENY, IOWA

OWNER / DEVELOPER

DNF & TJL INVESTMENTS LLC
1360 NW 121ST ST
CLIVE, IA 50325-8165

ENGINEER / DESIGNER

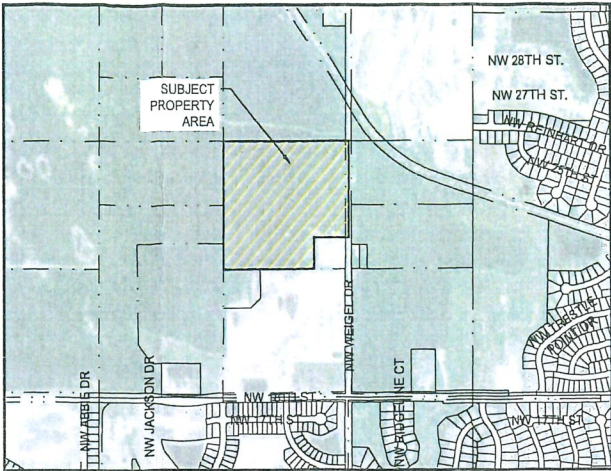
McCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IA 50325
ATTN: JAKE BECKER, PE
(515) 964-1229

APPLICANT

ATI GROUP
1615 SW MAIN STREET, STE #207
ANKENY, IA 50023
ATTN: CASEY SCHAFBUCH
(319) 560-5428

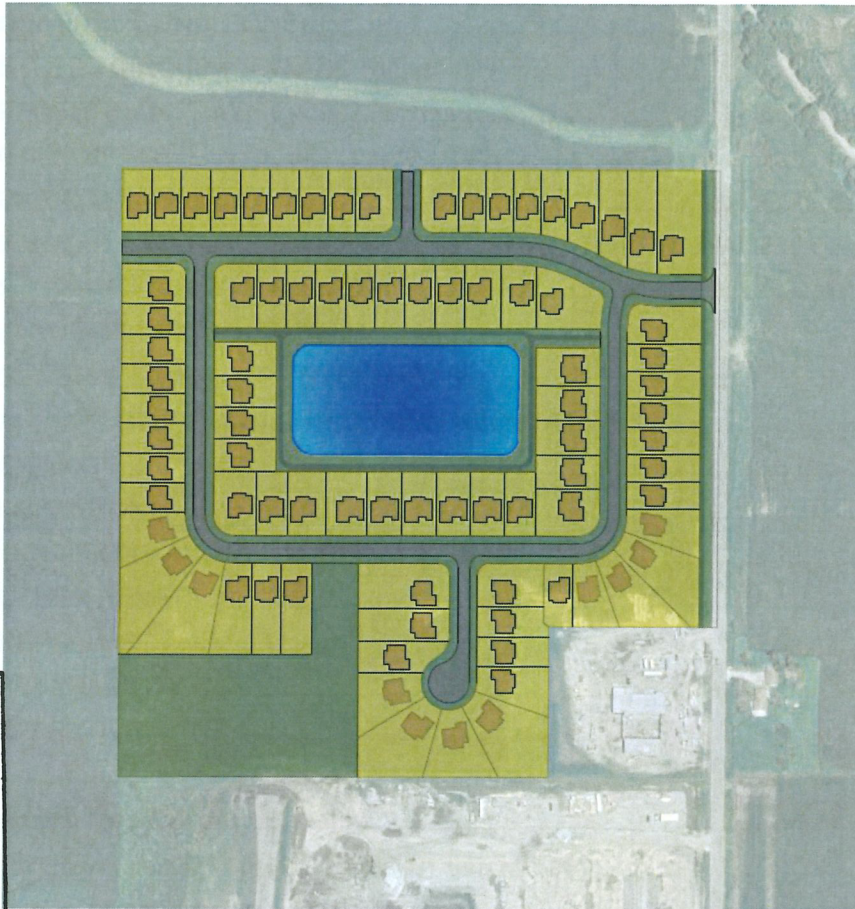
ZONING

EXISTING - R-1 ONE-FAMILY RESIDENCE DISTRICT (37.17 ACRES)
PROPOSED - NORTH GROVE PUD (37.17 ACRES)



NORTH GROVE

PLANNED UNIT DEVELOPMENT
CITY OF ANKENY



ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>June 3, 2025</u>
Ayes	<u>5</u>
Nays	<u>0</u>
Abstain	<u>—</u>
Absent	<u>1</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>R. G. [Signature]</u>	Secretary

PREPARED BY:



PREPARED ON:

4/4/2025

REVISIONS:

4/25/2025

5/6/2025

RECEIVED

MAY 08 2025

CITY OF ANKENY

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4/4/2025

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RE: North Grove PUD – Rezoning

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

On behalf of DNF & TJL Investments and ATI Group, we are pleased to submit a rezoning request for approximately 37 acres in the City of Ankeny west of NW Weigel Drive and respectfully request your approval of said rezoning request.

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

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

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

Sincerely,

McClure Engineering Company

Jake Becker, PE
Senior Project Engineer

Cc: ATI Group

NORTH GROVE PUD

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

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

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

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

THE NORTHWEST ¼ OF THE SOUTHWEST ¼, LESS ONE (1) ACRE ROAD, OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCEL 2022-1202 AND PARCEL 2022-1203 OF PLAT OF SURVEY RECORDED IN BOOK 19359, PAGE 446

Legal Description Notes:

1. Area is subject to any and all easements and restrictions of record.
2. This description is based on a Title Opinion produced by the Developers' attorney and provided by the Developer.
3. See note listed in the Retracement Survey at BK 17036 PG 47. Said note states the following:
THE LEGAL DESCRIPTION OF THE PROPERTY HAS THE TERM LESS ROAD. A DISCUSSION WITH THE POLK COUNTY AUDITORS OFFICE INFORMED ME [MIKE LEE] THE TERM LESS ROAD IS COMMON FOR EASEMENTS OF ROADWAYS. NO DOCUMENT OF TRANSFER WAS LOCATED FOR THE ROAD AT THIS TIME AND IT IS CONSIDERED AN EASEMENT.
4. Pursuant to Note 3 above, this North Grove PUD assumes the property line for this parcel extends to the section line and thus includes the existing 33' roadway easement. Said easement area, including ROW expansion, is included in the mapping and calculations within this PUD.

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

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

It is recognized that shifts or modifications to the Master Plan layout and reasonable adjustments

NORTH GROVE PUD

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

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

1. Preliminary Plat: For the entirety of this property, the PUD Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process for land uses Parcels listed in the Master Plan.
2. Construction Drawings or Site Plans: Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.
3. Platting: Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.
 - a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.
 - b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to be installed or surety posted for any parcels created by Plat-of-Survey.
 - c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any temporary Outlots created for the purpose of ownership transfer. Public or private infrastructure may be required and proposed within permanent Outlots created by the Subdivision Plat (eg, stormwater infrastructure in stormwater Outlots).
 - d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.

NORTH GROVE PUD

- e. Postage Stamp Lots: Individual lots created within a common lot or outlot that is owned and controlled by an Owner's Association or condominium regime, commonly referred to as a *Postage Stamp Lot*, are not proposed as part of this PUD and Master Plan and shall not be permitted.

SECTION 5 - GENERAL CONDITIONS The following general site development criteria are applicable to the North Grove PUD:

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

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

Residential "Collector" Street:

- 70' Right of Way
- 31' wide paving
- Widened to 37' wide and 3-lanes at intersection with NW Weigel Drive
- Parking on south side of street
- 5' sidewalk on both sides

Residential "Local" Street:

- 60' Right of Way
- 27' wide paving
- Parking on south and west sides of streets
- 5' sidewalk on both sides

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

NORTH GROVE PUD

A Traffic Impact Study has not been triggered nor procured as of the date of this writing for North Grove.

NW Weigel Drive was recently improved via a City-led HMA Resurfacing project in 2024. As of this writing, no other public improvements beyond the Pedestrian Trail (discussed in Section 7) are required or proposed along NW Weigel Drive with the North Grove project. This statement is reflective of physical, developer-led improvements to the road, and this statement does not preclude the City’s right to future assessments, petitions, waivers, or other road reconstruction funding mechanisms the City may choose to enlist.

SECTION 7 - PEDESTRIAN TRAILS The Pedestrian Trail along NW Weigel Drive shall be installed within the public right-of-way by the Developer with each phase that plats buildable lots along NW Weigel Drive.

Where trails are proposed outside of ROW (rear yards or around ponds), trails shall be contained within either easement or Outlots. If within Outlots, the restrictive covenants shall describe ownership and maintenance provisions of the trail.

SECTION 8 - OPEN SPACE

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

SECTION 9 - PARKLAND DEDICATION

- 1. All development within this PUD shall comply with the City’s parkland dedication requirements that are effective as of the date of this PUD adoption, except as modified herein. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire North Grove development.
- 2. The parkland dedication area required per City Code for North Grove is 2.3 acres as of the time of this writing based on the proposed land uses and concept plans.

PARKLAND DEDICATION REQUIRED	
AREA DESCRIPTION	AREA (ACRES)
PARCEL A	32.6
LESS ROW (HATCHED WITHIN PARCEL A)	5.6
LESS STORMWATER OUTLOT (HATCHED WITHIN PARCEL A)	4.3
PARKLAND AREA CALCULATION	22.7
PARKLAND AREA REQUIRED (10%)	2.3 ACRES
ACCESS WIDTH REQUIRED (40' PER AC REQUIRED, PER PUD)	92 FT

PARKLAND DEDICATION PROVIDED	
PARCEL B (PARKLAND AREA PROVIDED)	3.7 ACRES
ACCESS WIDTH PROPOSED	100 FT

3. The Master Plan (Appendix B) identifies Parcel B as a conceptual parkland location that is to be dedicated to the City of Ankeny as part of the final platting procedures in that area.
4. Parcel B is 3.7 acres, which is 1.4 acres more than required per City Code. In exchange for the additional parkland area, the following Code variances and layout elements are proposed as part of this PUD:
 - a. The Frontage Requirement (40' per acre) shall be applied to the *required* acres, not the *proposed* acres. Therefore, the Frontage Requirement in this PUD is $2.3 \times 40' = 92'$.
 - b. Storm sewer infrastructure (intakes, pipes, and swales) shall be allowed to be proposed and placed within the parkland area. Said infrastructure shall generally be located near edges in order to maintain as much functional open space as practical.
5. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with an agreed-upon arrangement in the PUD modifications including additional land, payment-in-lieu, or both.

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

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

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

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

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

1. **Land Use Parcel A:** The intent of this parcel is to develop into detached single-family units while allowing for a mix of smaller, specialty-style single-family detached product. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

Parcel	Size	Maximum Units	Maximum Gross Density	Proposed Units	Proposed Gross Density
A	32.6 Acres	130 Units	4.0 DU per Ac.	84 Units	2.3 DU per Ac.

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

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family	7,000 sf	55 ft	2	30 ft	7.5 ft	15 ft	30 ft

2. **Land Use Parcel B:** The intent of this parcel is to provide a conceptual location and scope for open space that is to be dedicated to the City of Ankeny as part of the final platting procedures in the respective areas to satisfy parkland dedication requirements.
3. **Land Use Parcel C:** The intent of this parcel is to be reserved for NW Weigel Drive right-of-way dedication.

SECTION 13 - GENERAL LANDSCAPE STANDARDS

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. At a minimum, the Restrictive Covenants shall require at least one (1) front-yard street tree per lot. Said street tree shall be planted at the time of home construction.
4. 25' Buffer Easements are proposed along NW Weigel Drive. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

NORTH GROVE PUD

SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Exhibit C includes general examples of the expectations of architectural character of the structures within North Grove.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical.

SECTION 15 - SIGNAGE All signage shall be in compliance with the City Zoning Code regulations. Signage plans shall be prepared and reviewed with Construction Drawings for each respective plat(s)/phase(s) of development.

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

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

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

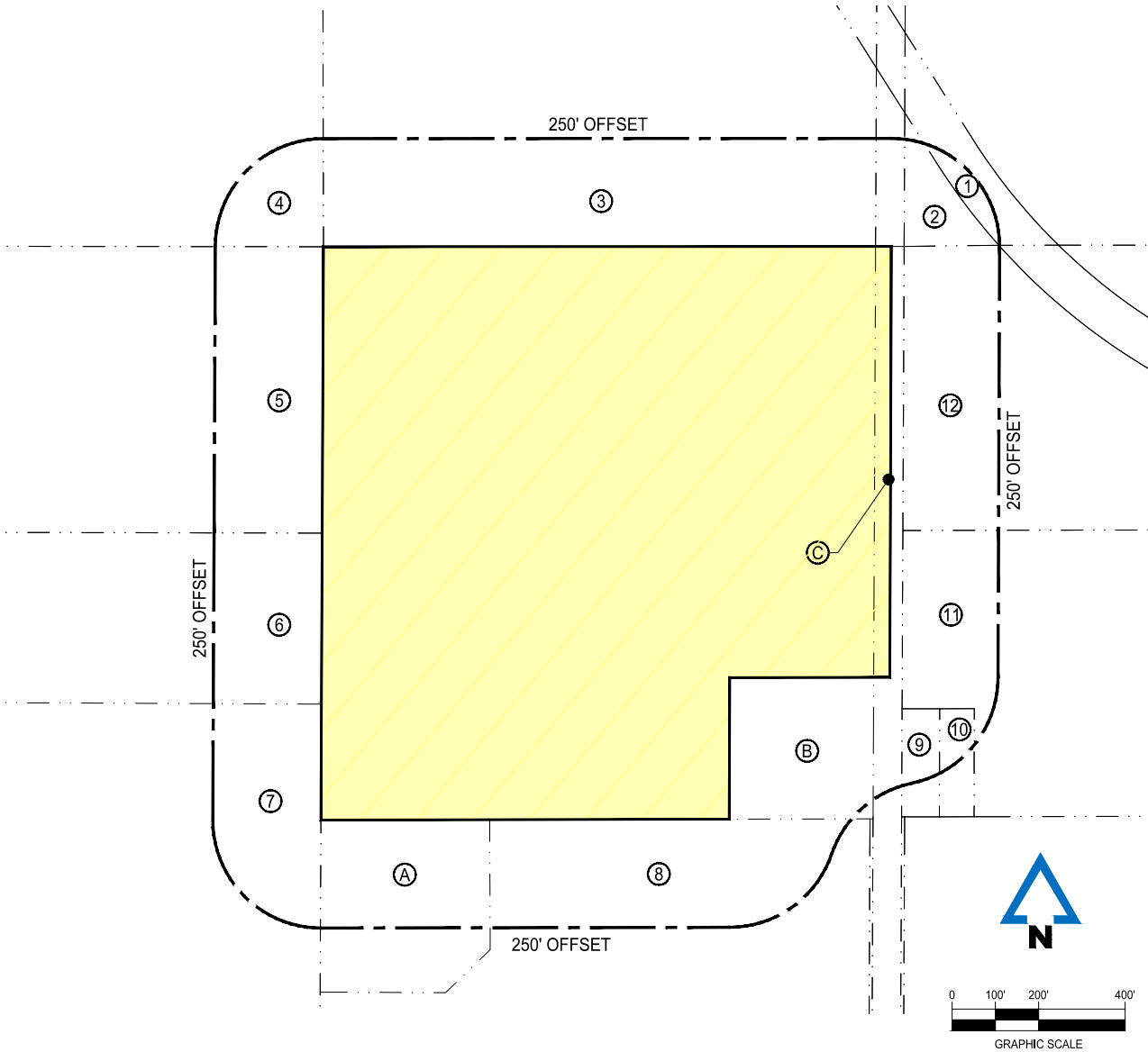
SECTION 19 - REPEALER All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

APPENDICIES:

- Appendix A – Rezoning Map Exhibit
- Appendix B – North Grove Master Plan (Pages MP-01 thru MP-05)
- Appendix C – Architectural Character



REZONING AREA DESCRIPTION

THE NORTHWEST ¼ OF THE SOUTHWEST ¼, LESS ONE (1) ACRE ROAD, OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT PARCEL 2022-1202 AND PARCEL 2022-1203 OF PLAT OF SURVEY RECORDED IN BOOK 19359, PAGE 446

AREA DESCRIPTION NOTES:

- 1) AREA IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- 2) THIS DESCRIPTION IS BASED ON A TITLE OPINION PRODUCED BY THE DEVELOPERS' ATTORNEY AND PROVIDED BY THE DEVELOPER.
- 3) SEE THE NOTE LISTED IN THE RETRACEMENT SURVEY AT BK 17036 PG 47. SAID NOTE STATES THE FOLLOWING:
THE LEGAL DESCRIPTION OF THE PROPERTY HAS THE TERM LESS ROAD. A DISCUSSION WITH THE POLK COUNTY AUDITORS OFFICE INFORMED ME [MIKE LEE] THE TERM LESS ROAD IS COMMON FOR EASEMENTS OF ROADWAYS. NO DOCUMENT OF TRANSFER WAS LOCATED FOR THE ROAD AT THIS TIME AND IT IS CONSIDERED AN EASEMENT.
- 4) PURSUANT TO NOTE 3 ABOVE, THIS NORTH GROVE PUD ASSUMES THE PROPERTY LINE FOR THIS PARCEL EXTENDS TO THE SECTION LINE AND THUS INCLUDES THE EXISTING 33' ROADWAY EASEMENT. SAID EASEMENT AREA, INCLUDING ROW EXPANSION, IS INCLUDED IN THE MAPPING AND CALCULATIONS WITHIN THIS PUD.

REZONING EXHIBIT
FOR
NORTH GROVE PUD
ANKENY, IOWA

OWNER / DEVELOPER

DNF & TJL INVESTMENTS LLC
1360 NW 121ST ST
CLIVE, IA 50325-8165

APPLICANT

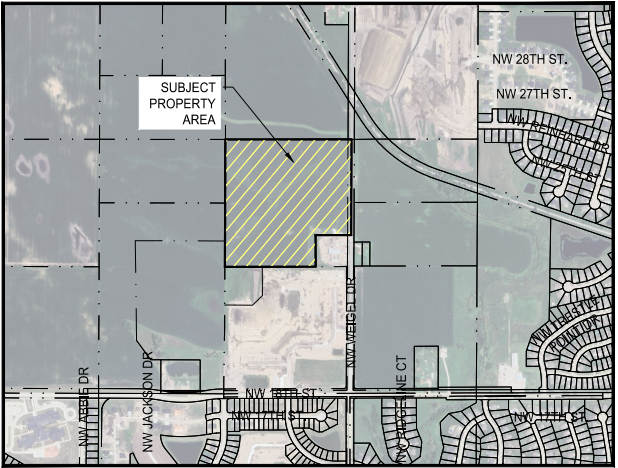
ATI GROUP
1615 SW MAIN STREET, STE #207
ANKENY, IA 50023
ATTN: CASEY SCHAFBUCH
(319) 560-5428

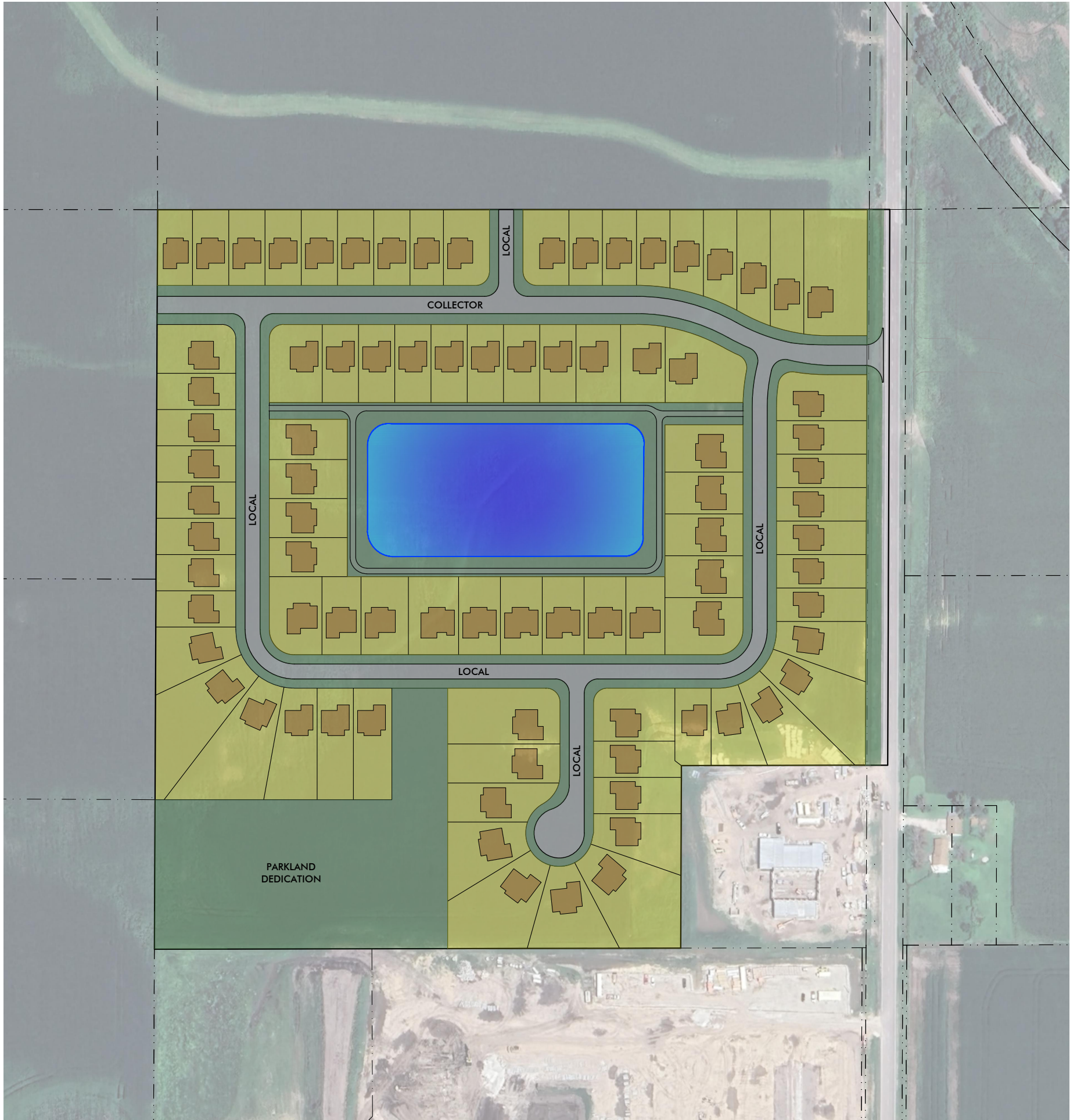
ZONING

EXISTING - R-1 ONE-FAMILY RESIDENCE DISTRICT (37.17 ACRES)
PROPOSED - NORTH GROVE PUD (37.17 ACRES)

ENGINEER / DESIGNER

McCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IA 50325
ATTN: JAKE BECKER, PE
(515) 964-1229





NORTH GROVE PUD MASTER PLAN

OWNER / DEVELOPER

DNF & TJL INVESTMENTS LLC
1360 NW 121ST ST
CLIVE, IA 50325-8165

ENGINEER / DESIGNER

McCLURE ENGINEERING COMPANY
1360 NW 121ST STREET
CLIVE, IA 50325
ATTN: JAKE BECKER, PE
(515) 964-1229

APPLICANT

ATI GROUP
1615 SW MAIN STREET, STE #207
ANKENY, IA 50023
ATTN: CASEY SCHAFBUCH
(319) 560-5428

ZONING

EXISTING - R-1 ONE-FAMILY RESIDENCE DISTRICT
PROPOSED - NORTH GROVE PUD

NOTES

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.
3. THE CITY PARK DEDICATION AND LAYOUT IS BASED ON THE LAND USES PROPOSED HEREIN AND CITY CODE EFFECTIVE AS OF THE DATE OF THIS PUD DOCUMENT UNLESS AMENDED BY THIS PUD.
4. THIS DEVELOPMENT WILL REQUIRE CERTAIN ROW DEDICATIONS AS PRESENTED IN THIS PLAN. SAID DEDICATIONS WILL OCCUR WITH RESPECTIVE FINAL PLAT(S) ADJACENT TO THE DEDICATION AREA(S).
5. LOT NUMBERING IS SEQUENTIAL FOR SIMPLICITY AND REVIEWABILITY. EACH PLAT SHALL CONTAIN ITS OWN TRADITIONAL NUMBERING NOMENCLATURE AS PART OF ITS FINAL PLAT.
6. BUFFER EASEMENTS SHALL MEET TREE/BUFFER REQUIREMENTS AS DIRECTED BY THE CITY.
7. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENTS CONSTRUCTION DRAWINGS.
8. WATER VALVES ARE TO BE ADDED TO ISOLATE SECTIONS OF WATER MAIN DURING CONSTRUCTION DRAWINGS REVIEW PHASE(S).
9. WHERE DEFLECTION OF WATER MAIN IS SHOWN, BENDS SHALL BE REQUIRED UNLESS OTHERWISE APPROVED BY THE CITY.
10. LINEWORK DEPICTED ON THIS SHEET FOR APPARENT LOT PROPERTY LINES IMMEDIATELY EAST OF THE PROPOSED COLLECTOR ROAD WOULD SUGGEST THESE ARE EXISTING PROPERTY LINES. THESE ARE NOT EXISTING AS OF THE TIME OF THIS WRITING AND ARE INSTEAD BASED ON AN ONGOING PUD REZONING FOR TRESTLE RIDGE PHASE 3, SPECIFICALLY DRAWINGS DATED 1/17/25 AS PROVIDED BY THE CITY OF ANKENY.
11. THE DRIVEWAY FOR LOT 1 SHALL BE ON THE WEST SIDE OF THE LOT AS FAR FROM THE TURN LANE AREA AS POSSIBLE.
12. NO LOTS SHALL HAVE DIRECT ACCESS OFF NW WEIGEL DRIVE.
13. DRIVEWAYS SHALL AVOID INTAKES AND SIDEWALK RAMPS.
14. TYPE 2 CASE E SUBDRAIN IS GRAPHICALLY SHOWN WITHIN THIS PUD PURSUANT TO THE CITY'S PAVEMENT DESIGN POLICY. PUBLIC IMPROVEMENT PLANS SHALL PROVIDE ADDITIONAL DETAIL INCLUDING TYPICAL DETAILS, SECTIONS, CLEANOUTS, CONNECTIONS, AND OTHER SUBDRAIN ELEMENTS AS NECESSARY FOR CONSTRUCTION.

Sheet List Table	
Sheet Number	Sheet Title
RZ-01	APPENDIX A - REZONING MAP
MP-01	APPENDIX B - MASTER PLAN
MP-02	APPENDIX B - LAND USE MAP
MP-03	APPENDIX B - EXISTING CONDITIONS
MP-04	APPENDIX B - GENERAL LAYOUT
MP-05	APPENDIX B - GRADING PLAN



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NOTICE:
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IOWA CERTIFICATE OF AUTHORITY NO. 26887



N

0 50' 100' 200'

GRAPHIC SCALE

ISSUANCE DATE
5/6/2025

PROJECT NUMBER
2024008831

ENGINEER DRAWN BY CHECKED BY
J. BECKER B. FLAHERTY ###

NORTH GROVE
PUD / PRELIMINARY PLAT
ANKENY, IOWA

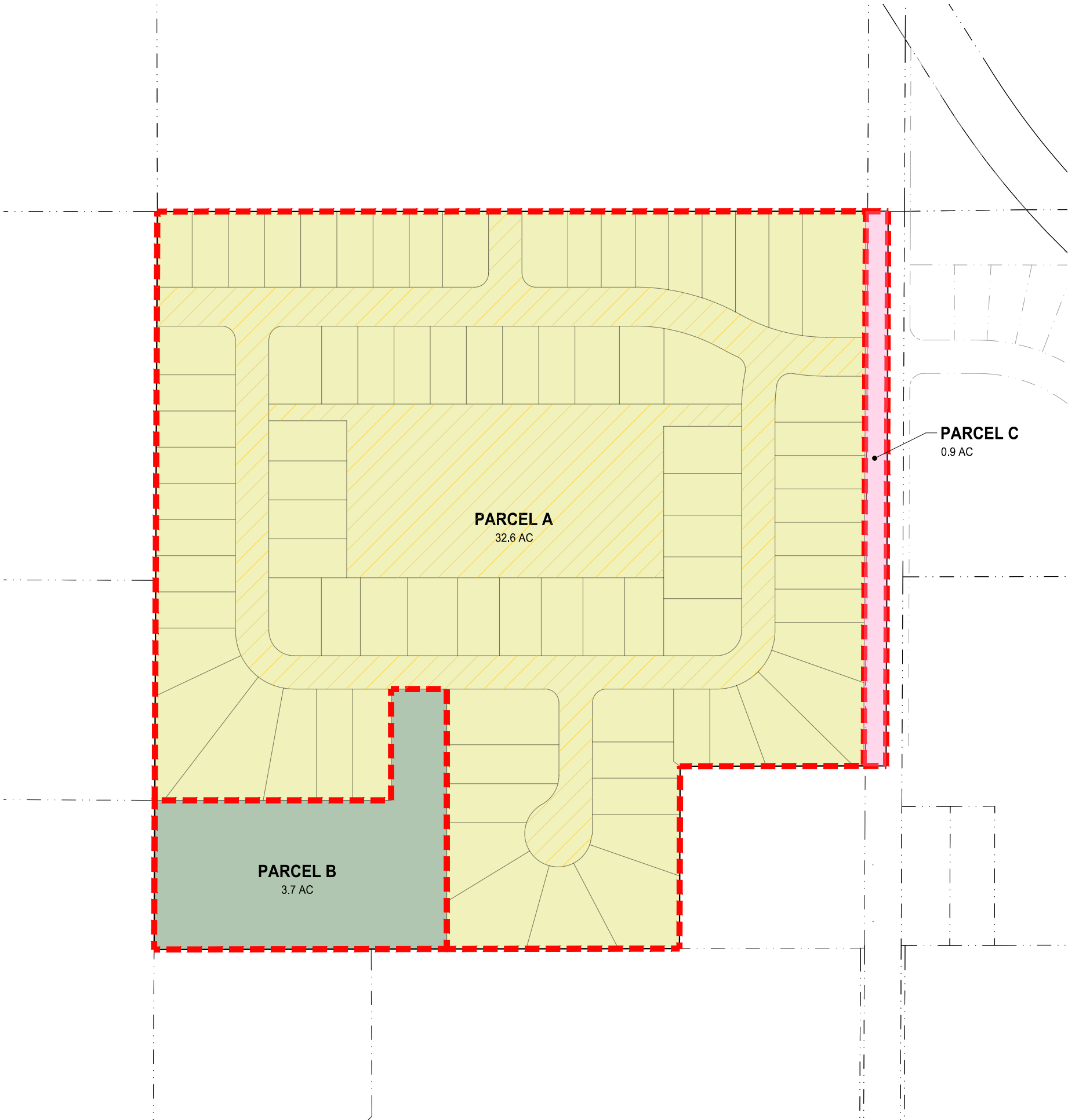
APPENDIX B - MASTER PLAN

P:\2024\008831\04-DRAWINGS\CD\1PUD\2024008831_MASTER PLAN COVER SHEET.DWG



DRAWING NO.

MP-01



NORTH GROVE PUD LAND USE PLAN

NOTES

- 1. ANTICIPATED ROW ACQUISITION FOR NW WEIGEL DRIVE IS INCLUDED AS PARCEL C.
- 2. PARKLAND AREA IS INCLUDED AS PARCEL B. FINAL DEDICATED AREA WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A REQUIREMENT FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
- 3. AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.
- 4. LINEWORK DEPICTED ON THIS SHEET FOR APPARENT LOT PROPERTY LINES IMMEDIATELY EAST OF THE PROPOSED COLLECTOR ROAD WOULD SUGGEST THESE ARE EXISTING PROPERTY LINES. THESE ARE NOT EXISTING AS OF THE TIME OF THIS WRITING AND ARE INSTEAD BASED ON AN ONGOING PUD REZONING FOR TRESTLE RIDGE PHASE 3, SPECIFICALLY DRAWINGS DATED 1/17/25 AS PROVIDED BY THE CITY OF ANKENY.

BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

DENSITY CALCULATIONS:

PARCEL	SIZE	MAXIMUM UNITS	MAXIMUM GROSS DENSITY	PROPOSED UNITS	PROPOSED GROSS DENSITY
	(ACRES)	(UNITS)	(DU / ACRE)	(UNITS)	(DU / ACRE)
A	32.6	130	4.0	84	2.6
B	3.7	0	0.0	0	0.0
C	0.9	0	0.0	0	0.0
PUD TOTAL	37.2	130	3.5	84	2.3

LAND USE COMPARISON:

LAND USE TYPE	2040 COMPREHENSIVE LAND USE PLAN		PROPOSED MASTER PLAN	
	(ACRES)	(%)	(ACRES)	(%)
LDR*	16	43%	22.7	61%
MDR	21	57%	0.0	0%
HDR	0	0%	0.0	0%
COMMERCIAL / MIXED	0	0%	0.0	0%
ROW DEDICATION*	0	0%	6.5	17%
OPEN SPACE*	0	0%	8.0	22%

*AREAS FOR LDR, ROW, AND OPEN SPACE IN THIS TABLE REFLECT AREAS LISTED BELOW IN THE PARKLAND DEDICATION CALCULATIONS TABLE (TO REFLECT PROPOSED OPEN SPACE AND ROW AREAS), NOT THE LISTED PUD PARCEL AREAS

PARKLAND DEDICATION CALCULATION:

PARKLAND DEDICATION REQUIRED	
AREA DESCRIPTION	AREA (ACRES)
PARCEL A	32.6
LESS ROW (HATCHED WITHIN PARCEL A)	5.6
LESS STORMWATER OUTLOT (HATCHED WITHIN PARCEL A)	4.3
PARKLAND AREA CALCULATION	22.7
PARKLAND AREA REQUIRED (10%)	2.3 ACRES
ACCESS WIDTH REQUIRED (40' PER AC REQUIRED, PER PUD)	92 FT

PARKLAND DEDICATION PROVIDED	
PARCEL B (PARKLAND AREA PROVIDED)	3.7 ACRES
ACCESS WIDTH PROPOSED	100 FT

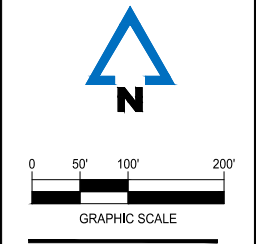


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IOWA CERTIFICATE OF AUTHORITY NO. 26887



ISSUANCE DATE
5/6/2025

PROJECT NUMBER
2024008831

ENGINEER DRAWN BY CHECKED BY
J. BECKER B. FLAHERTY ###

NORTH GROVE
PUD / PRELIMINARY PLAT
ANKENY, IOWA

APPENDIX B - LAND USE MAP

DRAWING NO.
MP-02





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IOWA CERTIFICATE OF AUTHORITY NO. 26887



0 40' 80' 160'

GRAPHIC SCALE

ISSUANCE DATE
5/6/2025

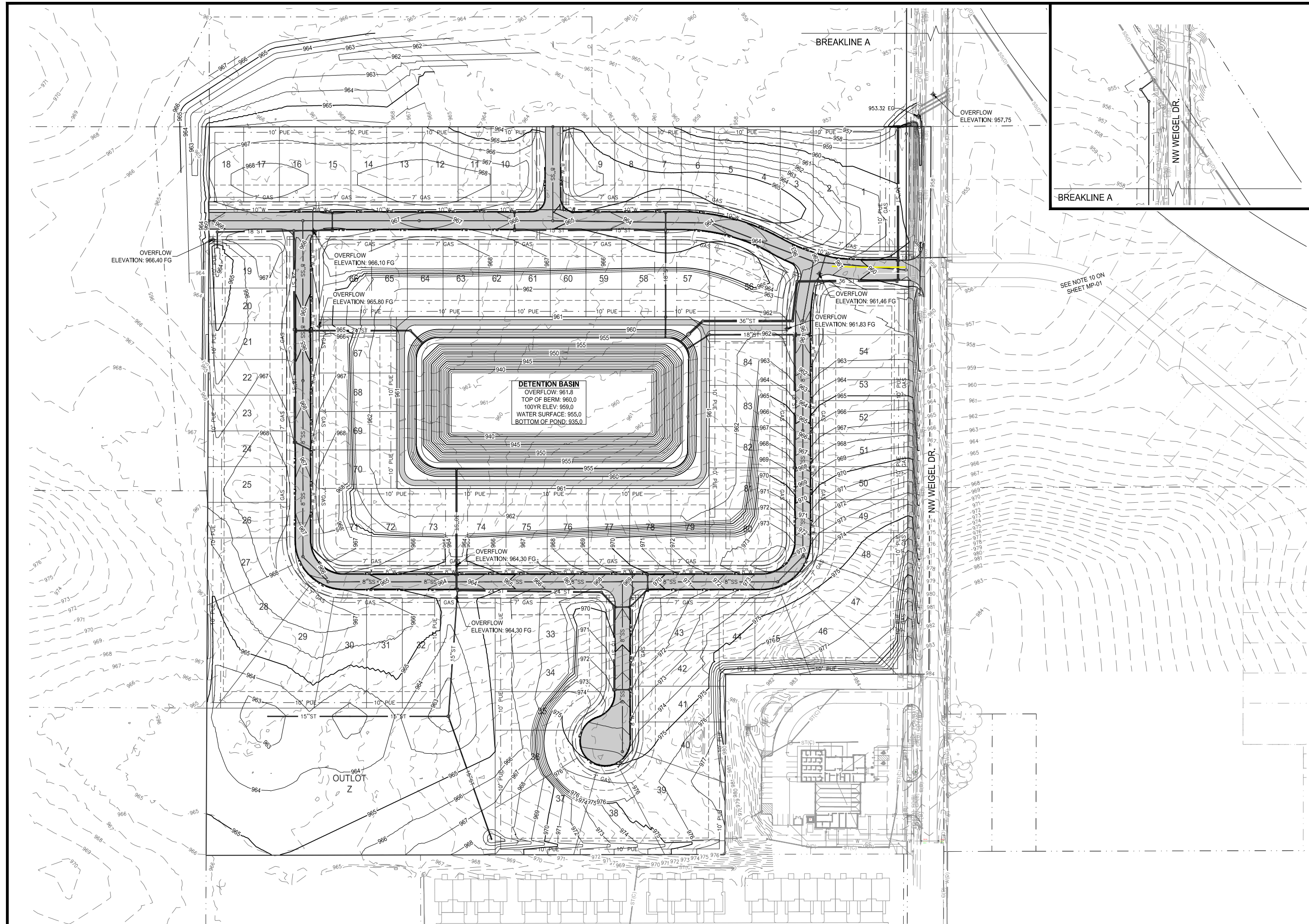
PROJECT NUMBER
202400831

ENGINEER	DRAWN BY	CHECKED BY
J. BECKER	B. FLAHERTY	###

NORTH GROVE
PUD / PRELIMINARY PLAT
ANKENY, IOWA

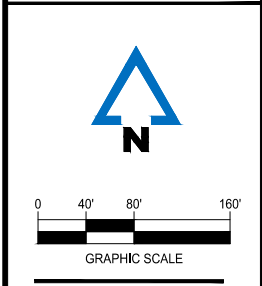
APPENDIX B - EXISTING CONDITIONS

DRAWING NO.
MP-03



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IOWA CERTIFICATE OF
AUTHORITY NO. 26887



ISSUANCE DATE
5/6/2025

PROJECT NUMBER
2024006831

ENGINEER DRAWN BY CHECKED BY
J. BECKER B. FLAHERTY ###

NORTH GROVE
PUD / PRELIMINARY PLAT
ANKENY, IOWA

APPENDIX B - GRADING PLAN

202400651104-DRAWINGS\DWG\1.PUD\2024006511 GRADING.DWG

DRAWING NO.
MP-05

SINGLE FAMILY PRODUCT EXAMPLES



Figure 1



Figure 2



Figure 3



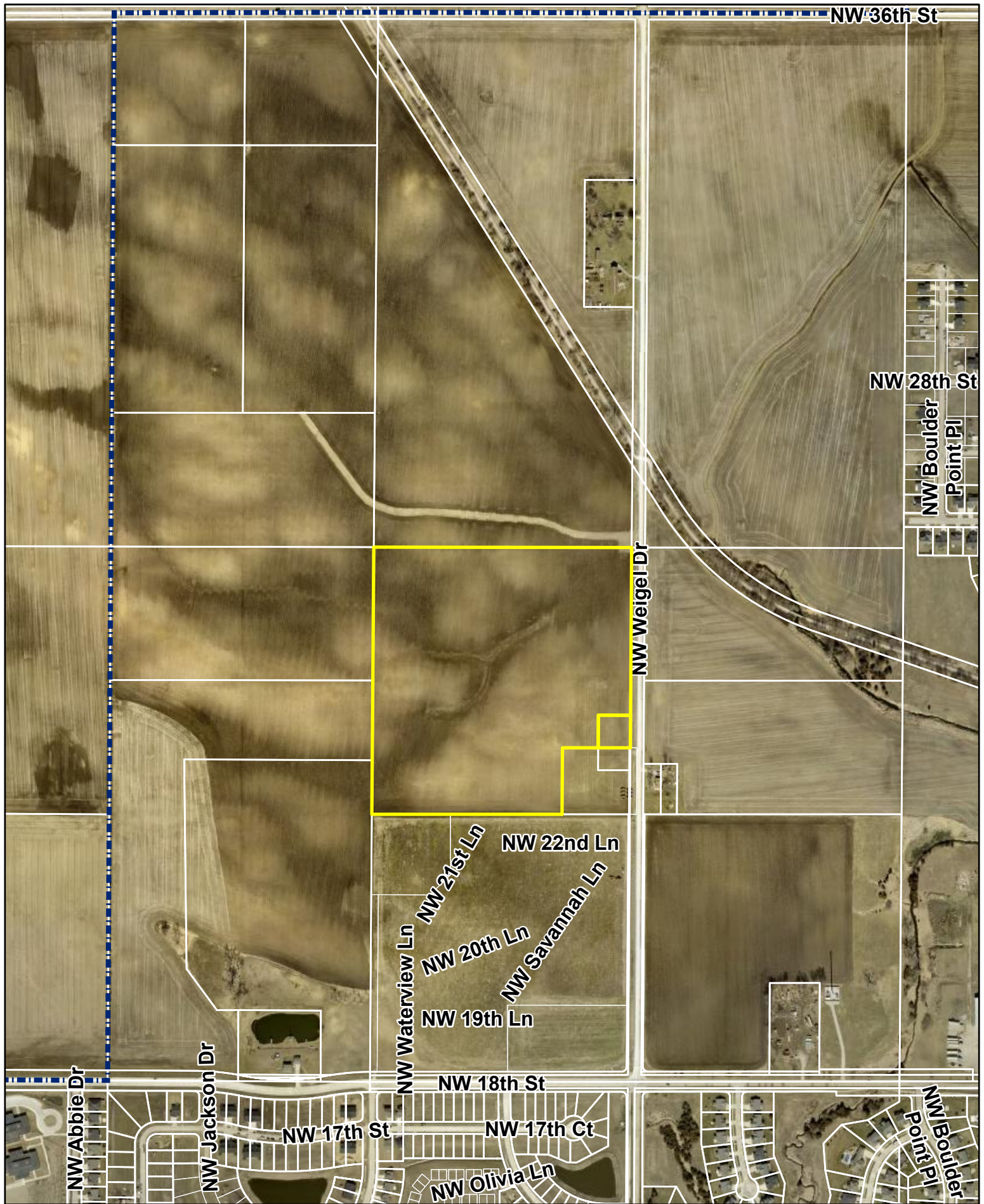
Figure 4



Figure 5



Figure 6



N

1 inch = 605 feet

Date: 5/1/2025

North Grove PUD Rezoning Aerial Map



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-51 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area A) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter are requesting to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District. Specifically, Area A totals approximately 47.94 acres and Area B totals approximately 24.07 acres. The subject rezonings are generally located south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. This area was annexed in 2022 as a part of the Hope Kimberley annexation.

Area A of the proposed rezoning includes 47.94 acres from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District and proposes 19 lots for future C-2 development. The property that makes up Area A is currently zoned R-1, One-Family Residence District. Property to the north is also zoned R-1. Property to the east is interstate right-of-way, property to the west is zoned both R-3, Multiple Family Residence District and C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was recently rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple-Family Residential District.

Rezoning Area A generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of the area as being Community Commercial. According to Figure 12.5 in the City's Comprehensive Plan, the C-2 zoning category is compatible with the Community Commercial land use.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025, the Plan and Zoning Commission recommended City Council approve the request to rezone property (Area A) by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on May 20, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-51.

Consider motion to accept first consideration of ORDINANCE 2230.

ATTACHMENTS

1. PH Coversheet
2. ORDINANCE - RZ Area A
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. A Aerial
7. PZ Approved Area A Rezoning Exhibit
8. A Future Land Use
9. A Zoning
10. Combined Aerial
11. Combined Future Land Use
12. Combined Zoning



PUBLIC HEARING 2025-51

5:30 P.M.

JULY 7, 2025

PROPOSED REZONING OF CERTAIN PROPERTY (AREA A) OWNED BY TERRI NATION, R-PACT HOLDINGS LLC, PAIGE BENLAALA RUETER AND ALEX RUETER

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2230 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area A) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter

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

TO: C-2, General Retail, Highway Oriented, and Central Business Commercial District

Layman's Description – approximately 47.94 acres (+/-) located south of NE 72nd Street, east of NE Delaware Avenue and West of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed rezoning, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

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

- ☐ Consider **MOTION** to close public hearing 2025-51.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2230.

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY (AREA A) OWNED BY TERRI NATION, R-PACT HOLDINGS LLC, PAIGE BENLAALA RUETER AND ALEX RUETER, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED AND CENTRAL BUSINESS COMMERCIAL DISTRICT

WHEREAS, on the 20th day of May, 2025, The Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of June, 2025, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Area A).

WHEREAS, on the 4th day of August, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF PARCEL "2022-1193" AND A PART OF PARCEL "2022-1194" AS SHOWN ON THAT PLAT OF SURVEY RECORDED IN BOOK 19379, PAGE 655 AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "2022-1193"; THENCE NORTH 00°22'47" EAST ALONG THE WEST LINE OF SAID PARCEL "2022-1193", A DISTANCE OF 1330.62 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2022-1193"; THENCE SOUTH 89°31'58" EAST ALONG THE NORTH LINE OF SAID PARCEL "2022-1193" AND THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1109.42 FEET; THENCE SOUTH 00°11'26" WEST, 63.89 FEET TO THE NORTHERLY LINE OF SAID PARCEL "2022-1193"; THENCE SOUTH 80°08'54" EAST ALONG SAID NORTHERLY LINE, 119.51 FEET; THENCE SOUTH 89°43'21" EAST ALONG SAID NORTHERLY LINE, 185.82 FEET; THENCE SOUTH 87°11'16" EAST ALONG SAID NORTHERLY LINE AND THE NORTH LINE OF SAID PARCEL "2022-1194", A DISTANCE OF 759.93 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "2022-1194"; THENCE SOUTH 30°06'03" EAST ALONG THE EASTERLY LINE OF SAID PARCEL "2022-1194", A DISTANCE OF 509.55 FEET; THENCE NORTH 89°58'51" WEST, 395.22 FEET; THENCE SOUTH 00°02'06" WEST, 25.66 FEET; THENCE NORTH 90°00'00" WEST, 481.05 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 103.43 FEET AND WHOSE CHORD BEARS NORTH 81°32'02" WEST, 103.06 FEET; THENCE NORTH 73°04'04" WEST, 53.18 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 399.27 FEET AND WHOSE CHORD BEARS SOUTH 51°16'53" WEST, 375.78 FEET; THENCE SOUTH 00°08'49" WEST, 530.63 FEET TO THE SOUTH LINE OF SAID PARCEL "2022-1193"; THENCE NORTH 89°52'42" WEST ALONG SAID SOUTH LINE, 1112.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 47.94 ACRES (2,088,391 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 47.94-acres (+/-) located south of NE 72nd Street, east of NE Delaware Avenue and West of Interstate 35

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Area A).

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in effect upon its final passage and publication as provided by law.

PASSED at Ankeny Iowa, this **4th**, day of **August**, 2025

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con 7/7/25 (P. Hrg.)
2nd Con 7/21/25
3rd Con 8/4/25**

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #4. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area A), from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Item #5. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development

Staff Report: L.Hutzell reported Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings totaling 72.01 acres, which will be referred to as Area A and Area B. The first rezoning, known as Area A is to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second rezoning, known as Area B is to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development. She stated that Area A totals approximately 47.94 acres and Area B totals approximately 24.07 acres and both rezonings are generally located south of NE 72nd Street/NE 126th Avenue, east of NE Delaware Avenue and west of Interstate 35. L.Hutzell said that this area was annexed in 2022 as a part of the Hope Kimberley annexation and, like all newly annexed property, it came into the City with an R-1 Zoning Classification. She noted that both rezoning Area A and rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use map, which defines a majority of this area as being Community Commercial. Since the proposed rezonings align with the City's Future Land Use Map, a land use plan amendment is not being required. L.Hutzell provided an overview of the zoning for the properties that surround Area A and Area B. She explained that the PUD book has been included for the Area B rezoning, which outlines specific uses, utilities, required bulk regulations and elevated materials requirements. She noted that the uses within the PUD will be required to be screened with type C screen to effectively prevent visibility from all abutting property as well as public right of way. She stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area for both rezoning Area A and Area B. All notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Doug Mandernach, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale commented that one reason why they are asking for the PUD is due to the existing dealership. The dealership property is kind of a higher use and they wanted a couple of lots with similar use next to that property for a transition between the current use and the C-2.

T.Rapp confirmed the existing use will remain and R.Weisheit asked if they see the use of the property staying within the same organization. Doug Mandernach responded, yes.

Rory Welcher, 2390 NE 126th Avenue, Ankeny said his concern is related to the General Retail Highway Oriented zoning. He has been told there is going to be a Casey's Store built on part of the property, which would be right across the street from his home. He would like the Commission to take into consideration that the current residents still have to reside there.

T.Rapp shared that Rory Welcher's letter with his concerns to the Commission will be received and filed.

Motion by L.West to close the public hearing, and receive and file documents. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, June 3, 2025

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

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #6. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area A), from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Item #7. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development

Staff Report: L.Hutzell reported Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings totaling 72.01 acres, which will be referred to as Area A and Area B. The first rezoning, known as Area A is to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second rezoning, known as Area B is to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development. Both rezonings are generally located south of NE 72nd Street/NE 126th Avenue, east of NE Delaware Avenue and west of Interstate 35. L.Hutzell said that this area was annexed in 2022 as a part of the Hope Kimberley annexation and, like all newly annexed property, it came into the City with an R-1 Zoning Classification. She presented the City's Future Land Use Map and said that both rezoning Area A and rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which identifies the majority of this area as being Community Commercial. Since the proposed rezonings align with the City's Future Land Use Map, a land use plan amendment is not being required. L.Hutzell provided an overview of the zoning for the properties that surround Area A and Area B. Area A of the proposed rezoning includes 47.94 acres to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District and proposes 19 lots for future C-2 development, with access from the north via NE 72nd Street and NE Delaware Avenue from the west. Area B of the proposed rezoning includes approximately 24.07 acres to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development and proposes three lots with mixed uses of M-1, Light Industrial and C-2, General Retail, Highway Oriented and Central Business Commercial District. A PUD booklet is included with the Area B Rezoning, which outlines specific uses, utilities, bulk regulations and elevated material requirements. L.Hutzell stated the uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way. A public hearing was held on May 20, 2025 with comments from one member of the public who spoke in regards to the amount of traffic a large gas station and other commercial development would bring near his home. L.Hutzell stated that the proposed development in this area is currently undergoing a traffic impact study by the City's engineering department. The purpose of a traffic impact study is to identify the impacts to the transportation system due to the proposed development and recommend required roadway improvements to be implemented with future construction plans. Staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District; and that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.

T.Rapp clarified that the approval tonight is for rezoning and not the concept plan that was presented. L.Hutzell responded, yes. E.Carstens responded that future planning can change the concept plan and would need to be in conformity with the PUD.

The applicant/representative had no further comments for the Commission.

Motion by L.West to recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Motion by T.Ripper to recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: Rueters Property Rezoning (Area A and Area B) - Action
Report Date: May 28, 2025
Prepared By: Laura Hutzell *LHC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.

Project Report

The applicants, Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings. The first rezoning, known as Area A from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second, known as Area B from R-1, One-Family Residence District to PUD, Planned Unit Development.

The area subject to the proposed rezonings consists of two parcels, totaling approximately 72.01 acres in size. Specifically, Area A totals approximately 47.94 acres and Area B totals approximately 24.07 acres. The subject rezonings are generally located south of NE 72nd St/NE 126th Ave, east of NE Delaware Avenue and west of Interstate 35. This area was annexed in 2022 as a part of the Hope Kimberley annexation.

Both Rezoning Area A and Rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of this area as being Community Commercial. According to Figure 12.5 in the City's Comprehensive Plan, the C-2 zoning category is compatible with the Community Commercial land use and the PUD zoning category is partially compatible. Specifically, the Community Commercial land use is described in the City's Comprehensive plan as being designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to five miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. Sites are generally greater than 20 acres. Since the proposed rezonings align with the Future Land Use Map, a land use plan amendment is not required.

Area A of the proposed rezoning includes 47.94 acres from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District and proposes 19 lots for future C-2 development.

The property that makes up Area A is currently zoned R-1, One-Family Residence District. Property to the north is also zoned R-1. Property to the east is interstate right-of-way, property to the west is zoned both R-3, Multiple Family Residence District and C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was recently rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple Family Residential District.

Area B of the proposed rezoning includes approximately 24.07 acres from R-1, One-Family Residence District to PUD, Planned Unit Development and proposes three lots with mixed uses of M-1, Light Industrial and C-2, General Retail, Highway Oriented and Central Business Commercial District. A PUD booklet is included with the Area B Rezoning.

The property that makes up Area B is currently zoned R-1, One Family Residence District. Property to the north is part of the Area A rezoning, which is currently zoned R-1, but proposed C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple Family Residential District. Property to the east is Interstate right-of-way. It is important to note that uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way.

Use Restrictions. Permissible uses shall include the following:

- C-2 permissible uses
- Lumberyards and building materials sales yards.
- Warehousing and storage, retail or wholesale (indoor and outdoor)
- Contractor's equipment storage yard
- Contractor rental of equipment commonly used by contractors
- Machine and Fabrication shop
- Advanced Manufacturing and Fabrication
- Modular assembly of products
- Professional Office
- Training, Education and Innovation Centers

Bulk Regulations:

- Minimum Lot Width – No minimum
- Minimum Lot Area – No minimum
- Minimum Setback Requirements:
- Front Yard: 50 feet.
- Side Yard: None required, except when adjacent to any Residential district or street right-ofway line, in which case – 50 feet.
- Rear Yard: 40 feet. When adjacent to any Residential district 150 feet.
- Maximum Height: 60 feet.
- Maximum Number of Stories: 4 stories
- Screening of Outdoor Storage areas.

Uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way. Such screening shall consist of Type 'C' Screening per the City of Ankeny Code of Ordinances Section 194.02. Screening shall be deemed sufficient if it prevents visibility of such storage area by persons traveling on public rights-of-way or standing at grade level on the side or rear lot lines of such property. Such screening may be accomplished by any one of the following methods:

- Wall or Fence. Such fence shall not be less than six feet in height and shall be constructed in such a manner as to effectively accomplish the requirements of this section.

- Landscaped Strip. Such strip shall be designed and landscaped by a qualified architect, engineer, or landscape architect; predominant planting shall be evergreen type trees, shrubs and plants to assure year-round effectiveness. Density and height of plantings shall be adequate to serve as a screen.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area for both rezoning A and B.

Notifications of the public hearings were sent to the surrounding property owners within 250' of the subject rezonings on May 7, 2025; and a legal notice of the proposed rezoning and amendments was published on May 9, 2025. The Zoning Ordinance also requires that the applicant post public notification signage. The applicant posted the signage before May 13th, which exceeds the required seven days of notification for the proposed rezonings before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on May 20, 2025. During the public hearing there was a presentation from City Staff and the applicant's engineer, followed by comments from one member of the public who spoke in regards to the amount of traffic a large gas station and other commercial development would bring near his home.

The proposed development in this area is currently undergoing a traffic impact study by the City's engineering department. The primary purposes of a traffic impact study are to identify the impacts to the transportation system due to the proposed development and to recommend any necessary improvements to the adjacent transportation system. Examples of this can include:

- Adding or lengthening turn lanes at intersections
- Adding roundabouts
- Adding, deleting or modifying traffic signals or signs
- Access management
- Replacement or rehabilitation of the existing pavement.

Recommended roadway improvements will be required to be implemented with future construction plans.

Summary:

The conditions outlined above influence City staff in determining the following: Both Rezoning Area A and Rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of this area as being Community Commercial. City staff has determined that the proposed rezoning for 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District is appropriate.

Staff has also determined that the proposed rezoning of 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development is also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 13, 2025

Plan and Zoning Commission
Attn: Eric Carstens
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rueter Property
Rezoning,

Dear Plan and Zoning Commission Members:

On behalf of Rueter Co, we are pleased to submit herewith the documents for the Rezoning for the proposed development of 72.01 acres of property south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. The property is proposed to have 47.94 Acres of C-2 and 24.07 Acres of PUD. The site is proposing 22 lots for development. 19 lots for C-2 zoning and 3 lots for PUD zoning. The future public roadway is shown for planning purposes.

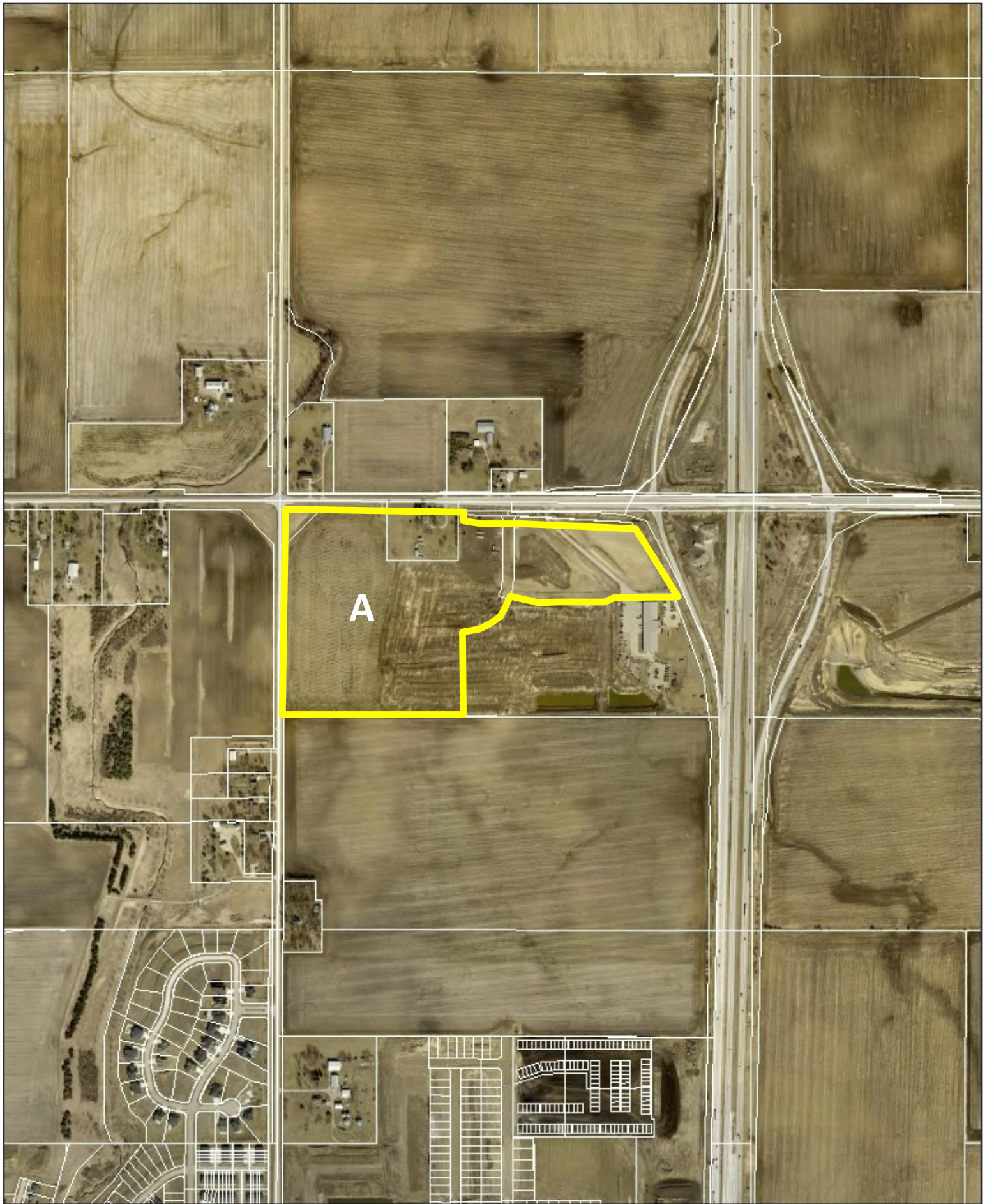
Please accept this submittal for consideration at the regular upcoming Plan and Zoning Commission meeting.

Sincerely,

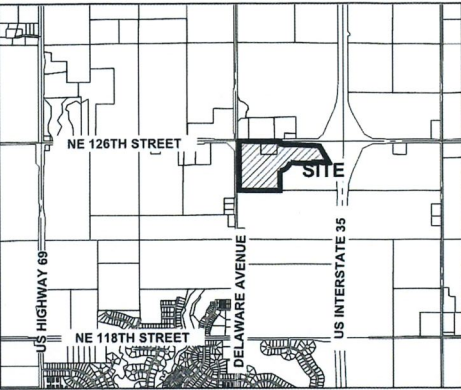
CIVIL DESIGN ADVANTAGE, LLC

Doug Mandernach

cc: Todd Rueter, Rueter Co (via email)



VICINITY MAP
NOT TO SCALE



ANKENY, IOWA

OWNER/APPLICANT

ALEX RUETER, TERRI NATION, PAIGE
BENLAALA, TODD RUTER
2425 NE 126TH AVE ELKHART, IA 50073
CONTACT: TODD RUETER
EMAIL: TODD@RUETERCO.COM
PH: (515) 369-2571

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH: (515) 369-4400

ZONING

EXISTING: R-1
PROPOSED: C-2 GENERAL RETAIL, HIGHWAY
ORIENTED, AND BUSINESS
COMMERCIAL DISTRICT

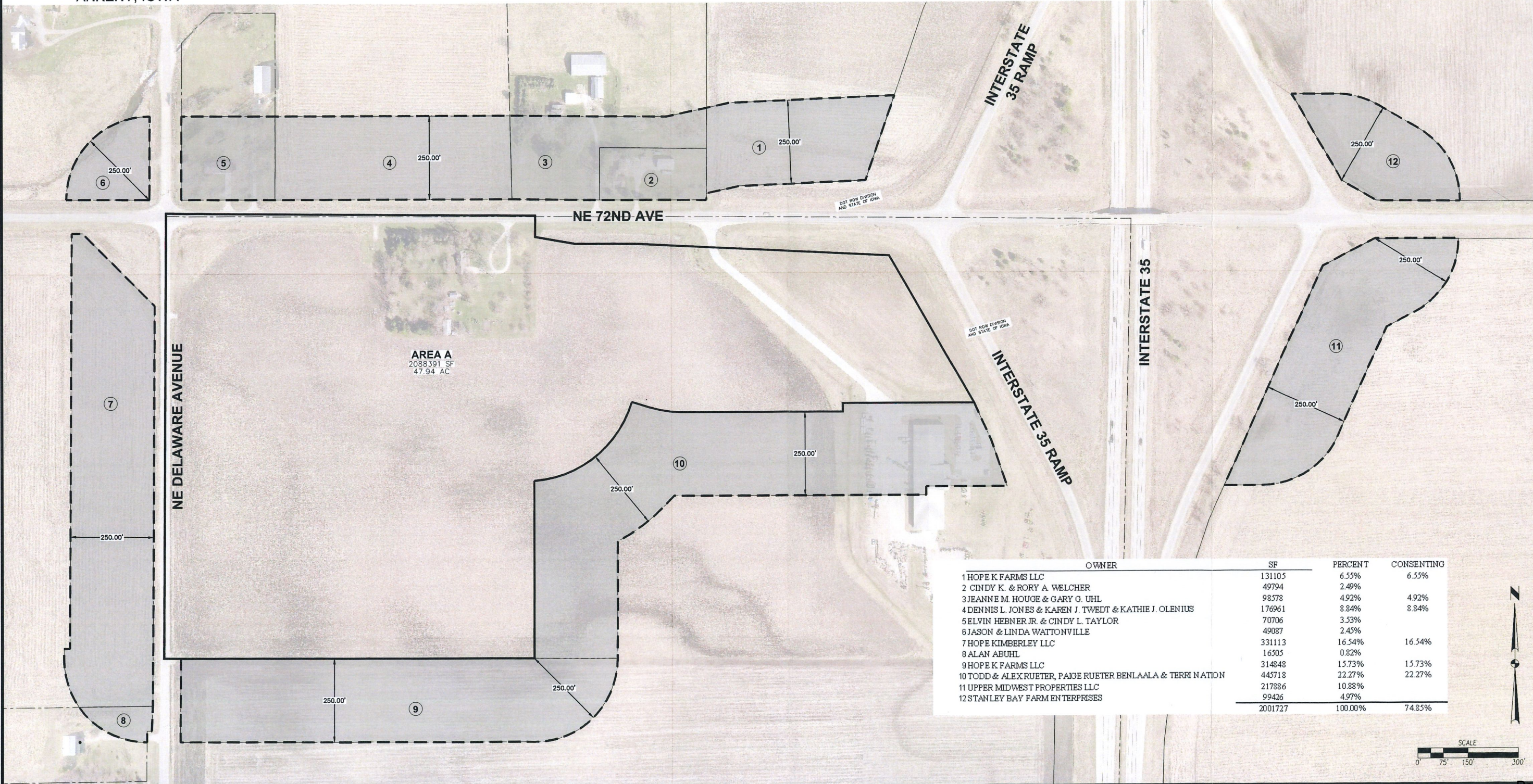
REZONING DESCRIPTION AREA

A PART OF PARCEL "2022-1193" AND A PART OF PARCEL "2022-1194" AS SHOWN ON THAT PLAT OF SURVEY
RECORDED IN BOOK 19379, PAGE 655 AND A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF
ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "2022-1193"; THENCE NORTH 00°22'47" EAST ALONG
THE WEST LINE OF SAID PARCEL "2022-1193"; A DISTANCE OF 1330.62 FEET TO THE NORTHWEST CORNER OF
SAID PARCEL "2022-1193"; THENCE SOUTH 89°31'58" EAST ALONG THE NORTH LINE OF SAID PARCEL
"2022-1193" AND THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1109.42 FEET; THENCE SOUTH
00°11'26" WEST, 63.89 FEET TO THE NORTHERLY LINE OF SAID PARCEL "2022-1193"; THENCE SOUTH 80°08'54"
EAST ALONG SAID NORTHERLY LINE, 119.51 FEET; THENCE SOUTH 89°43'21" EAST ALONG SAID NORTHERLY LINE,
185.82 FEET; THENCE SOUTH 87°11'16" EAST ALONG SAID NORTHERLY LINE AND THE NORTH LINE OF SAID
PARCEL "2022-1194"; A DISTANCE OF 759.93 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "2022-1194";
THENCE SOUTH 30°06'03" EAST ALONG THE EASTERLY LINE OF SAID PARCEL "2022-1194"; A DISTANCE OF
509.55 FEET; THENCE NORTH 89°58'51" WEST, 395.22 FEET; THENCE SOUTH 00°02'06" WEST, 25.66 FEET;
THENCE NORTH 90°00'00" WEST, 481.05 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE
RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 103.43 FEET AND WHOSE CHORD BEARS NORTH 81°32'02" WEST,
103.06 FEET; THENCE NORTH 73°04'04" WEST, 53.18 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE
NORTHWESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 399.27 FEET AND WHOSE CHORD
BEARS SOUTH 51°16'53" WEST, 375.78 FEET; THENCE SOUTH 00°08'49" WEST, 530.63 FEET TO THE SOUTH LINE
OF SAID PARCEL "2022-1193"; THENCE NORTH 89°52'42" WEST ALONG SAID SOUTH LINE, 1112.48 FEET TO THE
POINT OF BEGINNING AND CONTAINING 47.94 ACRES (2,088,391 SQUARE FEET).

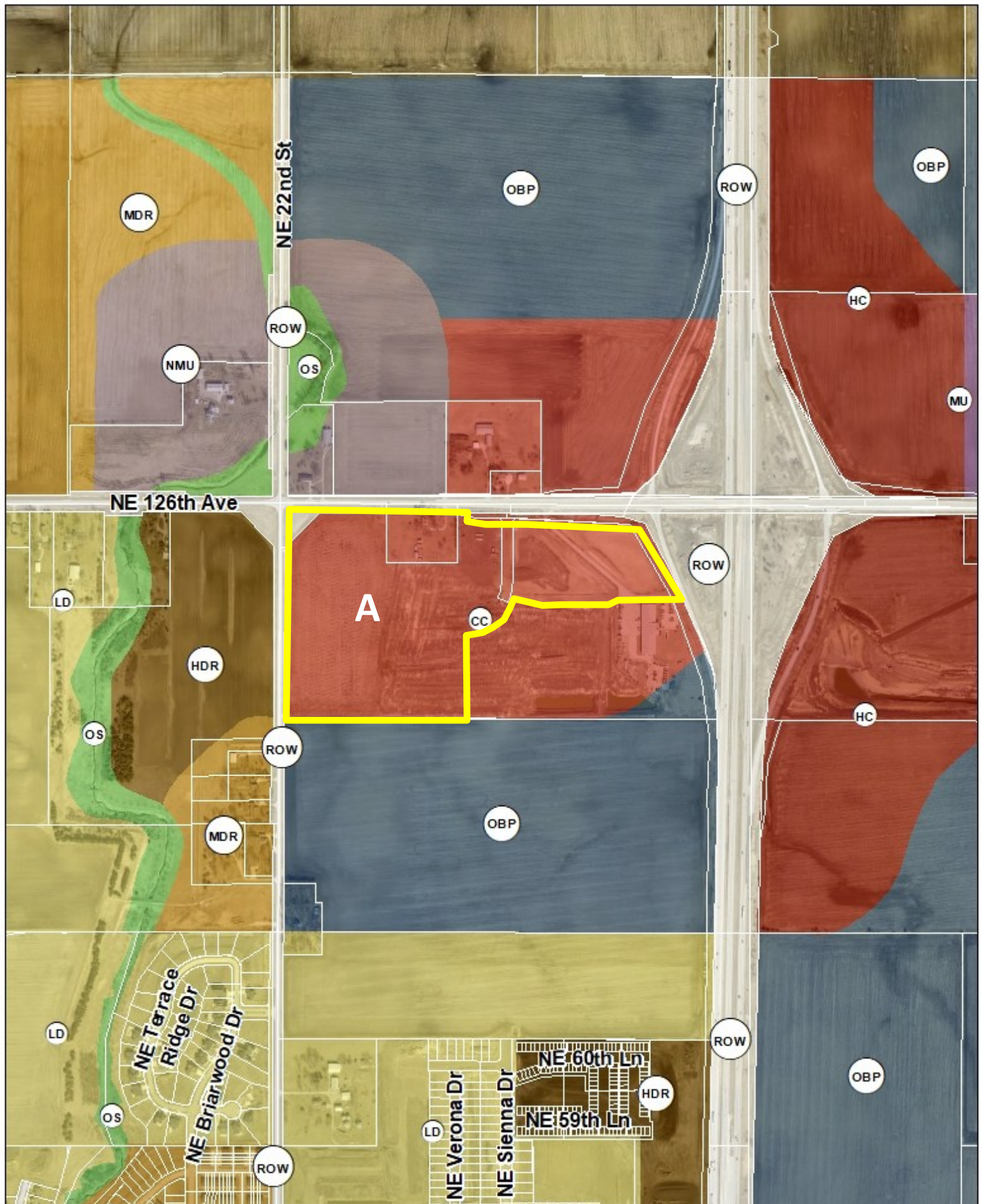
BULK REGULATIONS

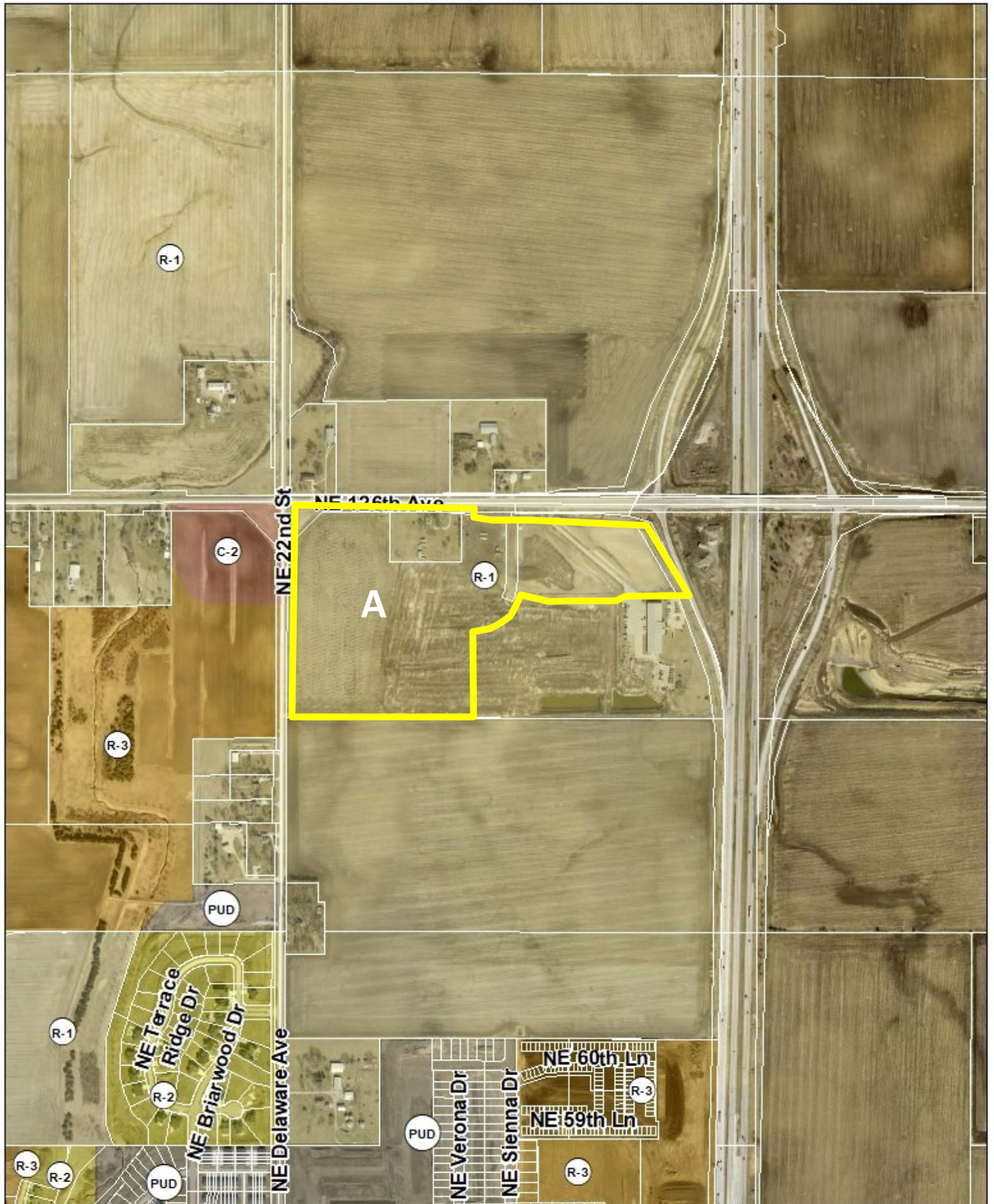
C-2 GENERAL RETAIL, HIGHWAY ORIENTED, AND
BUSINESS COMMERCIAL DISTRICT
FRONT YARD: 35 FEET
SIDE YARD: 0 FEET; 25 FEET WHEN
ADJOINING AN "R" DISTRICT
40 FEET
REAR YARD:
MAXIMUM BUILDING HEIGHT: 45 FEET

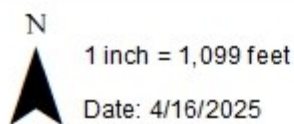
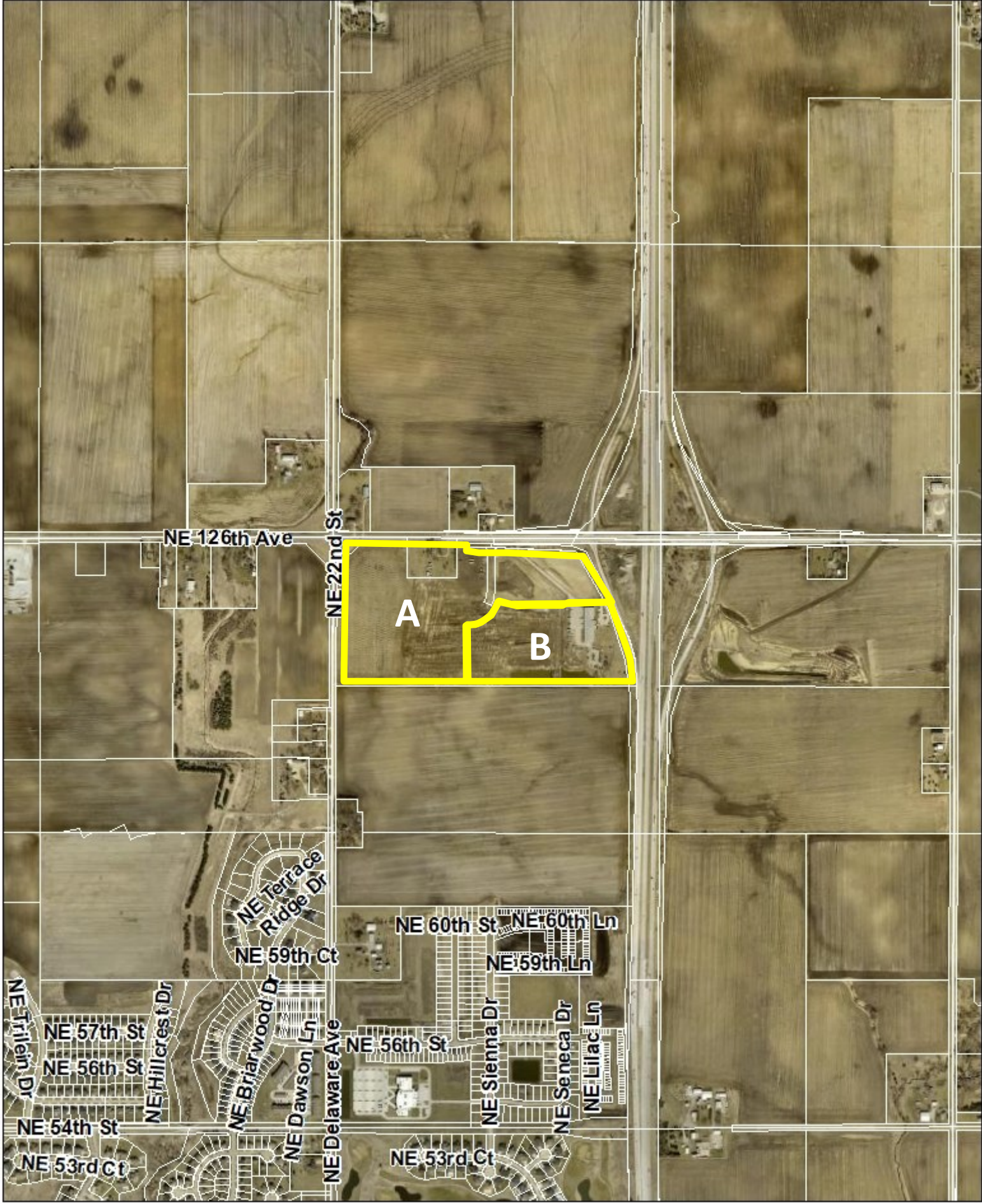
ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date June 3, 2025
Ayes 5 Nays 0 Abstain — Absent 1
APPROVED
J. Bapp Chairperson
D. Highsong Secretary



OWNER	SF	PERCENT	CONSENTING
1 HOPE K FARMS LLC	131105	6.55%	6.55%
2 CINDY K. & RORY A. WELCHER	49794	2.49%	
3 JEANNE M. HOUGE & GARY G. UHL	98578	4.92%	4.92%
4 DENNIS L. JONES & KAREN J. TWEDT & KATHIE J. OLENIUS	176961	8.84%	8.84%
5 ELVIN HEBNER JR. & CINDY L. TAYLOR	70706	3.53%	
6 JASON & LINDA WATTONVILLE	49087	2.45%	
7 HOPE KIMBERLEY LLC	331113	16.54%	16.54%
8 ALAN ABUHL	16305	0.82%	
9 HOPE K FARMS LLC	314848	15.73%	15.73%
10 TODD & ALEX RUETER, PAIGE RUETER BENLAALA & TERRI NATION	445718	22.27%	22.27%
11 UPPER MIDWEST PROPERTIES LLC	217886	10.88%	
12 STANLEY BAY FARM ENTERPRISES	99426	4.97%	
	2001727	100.00%	74.85%

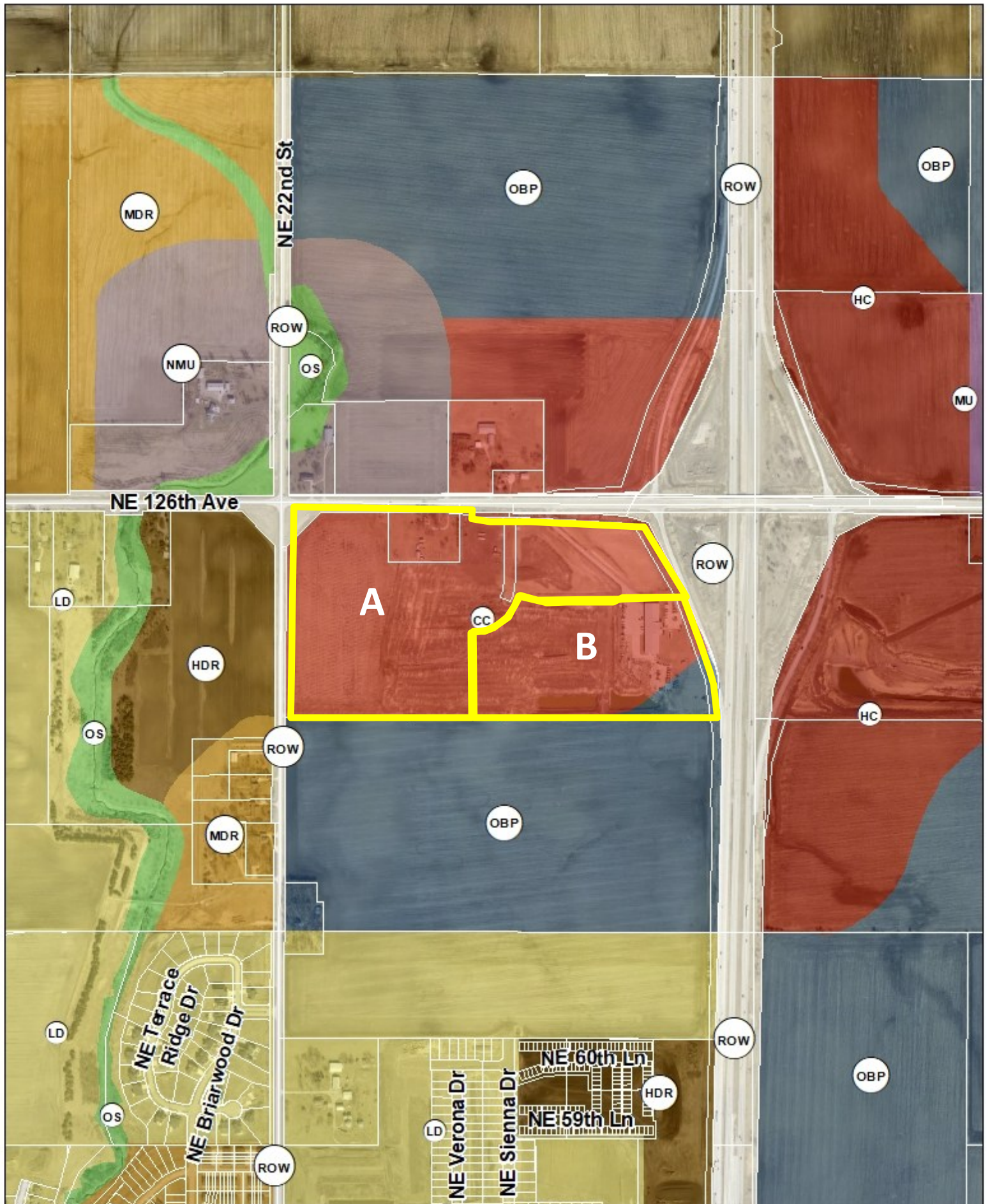


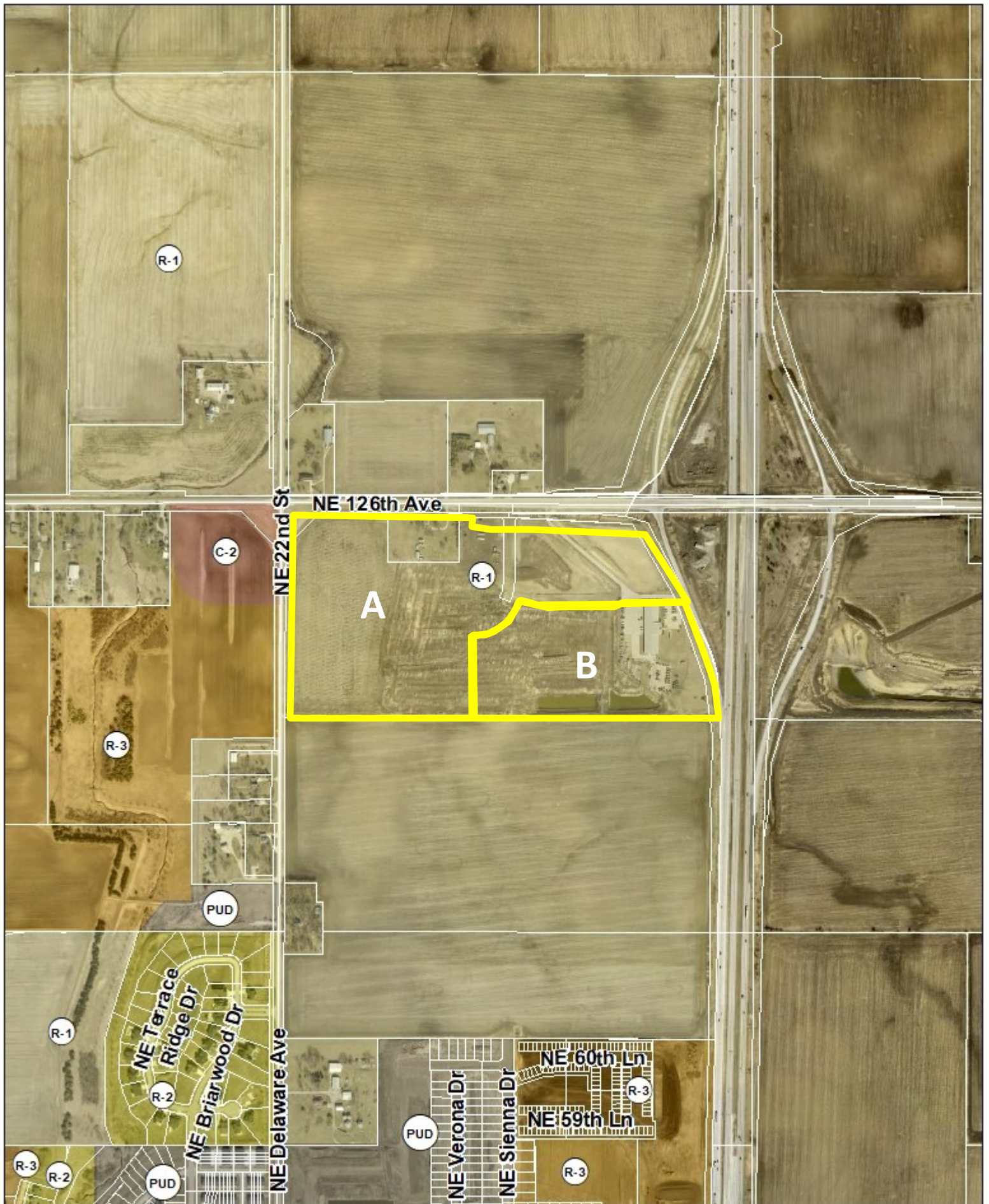




**Rueters Property Rezoing
R-1 to C-2 and R-1 to PUD
Aerial Map**









ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-52 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area B) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to PUD, Planned Unit Development.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have requested to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development. The subject rezoning is generally located south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. This area was annexed in 2022 as a part of the Hope Kimberley annexation.

The property that makes up Area B is currently zoned R-1, One Family Residence District. Property to the north is part of the Area A rezoning, which is currently zoned R-1, but proposed C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple-Family Residential District. Area B of the proposed rezoning includes approximately 24.07 acres from R-1, One-Family Residence District to PUD, Planned Unit Development and proposes three lots with mixed uses of M-1, Light Industrial and C-2, General Retail, Highway Oriented and Central Business Commercial District. A PUD booklet is included with the Area B Rezoning, which outlines specific uses, required bulk regulations as well as screening requirements and elevated materials requirements.

Rezoning Area B generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of this area as being Community Commercial. According to Figure 12.5 in the City's Comprehensive Plan, the PUD zoning category is listed as partially compatible with the Community Commercial use.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025, the Plan and Zoning Commission recommended City Council approve the request to rezone property (Area B) by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter from R-1, One-Family Residence District to PUD, Planned Unit Development.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on May 20, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-52.

Consider motion to accept first consideration of ORDINANCE 2231.

ATTACHMENTS

1. PH Coversheet
2. ORDINANCE - RZ Area B
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. PZ Approved Area B Rezoning Exhibit
7. PZ Approved Rueter Property PUD
8. B Aerial
9. B Future Land Use
10. B Zoning
11. Combined Aerial
12. Combined Future Land Use
13. Combined Zoning



PUBLIC HEARING 2025-52

5:30 P.M.

JULY 7, 2025

PROPOSED REZONING OF CERTAIN PROPERTY (AREA B) OWNED BY TERRI NATION, R-PACT HOLDINGS LLC, PAIGE BENLAALA RUETER AND ALEX RUETER

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2231 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area B) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter

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

TO: PUD, Planned Unit Development

Layman's Description – approximately 27.04 acres (+/-) located south of NE 72nd Street, east of NE Delaware Avenue and West of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed rezoning, please either approach the podium, or if you are attending electronically, raise your electronic hand, or press star 9 (*9). When you are called upon, give your name and address for the record."

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

- ☐ Consider **MOTION** to close public hearing 2025-52.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2231.

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY (AREA B) OWNED BY TERRI NATION, R-PACT HOLDINGS LLC, PAIGE BENLAALA RUETER AND ALEX RUETER, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT

WHEREAS, on the 20th day of May, 2025, The Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of June, 2025, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (AREA B).

WHEREAS, on the 4th day of August, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF PARCEL "2022-1193" AND A PART OF PARCEL "2022-1194" AS SHOWN ON THAT PLAT OF SURVEY RECORDED IN BOOK 19379, PAGE 655 IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "2022-1194"; THENCE NORTH 89°52'42" WEST ALONG THE SOUTH LINE OF SAID PARCEL "2022-1194" AND THE SOUTH LINE OF SAID PARCEL "2022-1193", A DISTANCE OF 1548.46 FEET; THENCE NORTH 00°08'49" EAST, 530.63 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 399.27 FEET AND WHOSE CHORD BEARS NORTH 51°16'53" EAST, 375.78 FEET; THENCE SOUTH 73°04'04" EAST, 53.18 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 103.43 FEET AND WHOSE CHORD BEARS SOUTH 81°32'02" EAST, 103.06 FEET; THENCE NORTH 90°00'00" EAST, 481.05 FEET; THENCE NORTH 00°02'06" EAST, 25.66 FEET; THENCE SOUTH 89°58'51" EAST, 395.22 FEET TO THE EASTERLY LINE OF SAID PARCEL "2022-1194"; THENCE SOUTH 30°06'03" EAST ALONG SAID EASTERLY LINE, 10.38 FEET; THENCE SOUTH 23°43'09" EAST ALONG SAID EASTERLY LINE, 109.93 FEET; THENCE SOUTH 18°56'05" EAST ALONG SAID EASTERLY LINE, 444.11 FEET; THENCE SOUTH 07°36'31" EAST ALONG SAID EASTERLY LINE, 236.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.07 ACRES (1,048,357 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 27.04 acres (+/-) located south of NE 72nd Street, east of NE Delaware Avenue and West of Interstate 35

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter and Alex Rueter from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (AREA B).

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in effect upon its final passage and publication as provided by law.

PASSED at Ankeny Iowa, this **4th**, day of **August**, 2025

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025

1st Con 7/7/25 **(P. Hrg.)**
2nd Con 7/21/25
3rd Con 8/4/25

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #4. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area A), from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Item #5. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development

Staff Report: L.Hutzell reported Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings totaling 72.01 acres, which will be referred to as Area A and Area B. The first rezoning, known as Area A is to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second rezoning, known as Area B is to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development. She stated that Area A totals approximately 47.94 acres and Area B totals approximately 24.07 acres and both rezonings are generally located south of NE 72nd Street/NE 126th Avenue, east of NE Delaware Avenue and west of Interstate 35. L.Hutzell said that this area was annexed in 2022 as a part of the Hope Kimberley annexation and, like all newly annexed property, it came into the City with an R-1 Zoning Classification. She noted that both rezoning Area A and rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use map, which defines a majority of this area as being Community Commercial. Since the proposed rezonings align with the City's Future Land Use Map, a land use plan amendment is not being required. L.Hutzell provided an overview of the zoning for the properties that surround Area A and Area B. She explained that the PUD book has been included for the Area B rezoning, which outlines specific uses, utilities, required bulk regulations and elevated materials requirements. She noted that the uses within the PUD will be required to be screened with type C screen to effectively prevent visibility from all abutting property as well as public right of way. She stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area for both rezoning Area A and Area B. All notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Doug Mandernach, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale commented that one reason why they are asking for the PUD is due to the existing dealership. The dealership property is kind of a higher use and they wanted a couple of lots with similar use next to that property for a transition between the current use and the C-2.

T.Rapp confirmed the existing use will remain and R.Weisheit asked if they see the use of the property staying within the same organization. Doug Mandernach responded, yes.

Rory Welcher, 2390 NE 126th Avenue, Ankeny said his concern is related to the General Retail Highway Oriented zoning. He has been told there is going to be a Casey's Store built on part of the property, which would be right across the street from his home. He would like the Commission to take into consideration that the current residents still have to reside there.

T.Rapp shared that Rory Welcher's letter with his concerns to the Commission will be received and filed.

Motion by L.West to close the public hearing, and receive and file documents. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, June 3, 2025

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

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #6. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area A), from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Item #7. Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter request to rezone property (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development

Staff Report: L.Hutzell reported Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings totaling 72.01 acres, which will be referred to as Area A and Area B. The first rezoning, known as Area A is to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second rezoning, known as Area B is to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development. Both rezonings are generally located south of NE 72nd Street/NE 126th Avenue, east of NE Delaware Avenue and west of Interstate 35. L.Hutzell said that this area was annexed in 2022 as a part of the Hope Kimberley annexation and, like all newly annexed property, it came into the City with an R-1 Zoning Classification. She presented the City's Future Land Use Map and said that both rezoning Area A and rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which identifies the majority of this area as being Community Commercial. Since the proposed rezonings align with the City's Future Land Use Map, a land use plan amendment is not being required. L.Hutzell provided an overview of the zoning for the properties that surround Area A and Area B. Area A of the proposed rezoning includes 47.94 acres to be rezoned from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District and proposes 19 lots for future C-2 development, with access from the north via NE 72nd Street and NE Delaware Avenue from the west. Area B of the proposed rezoning includes approximately 24.07 acres to be rezoned from R-1, One-Family Residence District to PUD, Planned Unit Development and proposes three lots with mixed uses of M-1, Light Industrial and C-2, General Retail, Highway Oriented and Central Business Commercial District. A PUD booklet is included with the Area B Rezoning, which outlines specific uses, utilities, bulk regulations and elevated material requirements. L.Hutzell stated the uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way. A public hearing was held on May 20, 2025 with comments from one member of the public who spoke in regards to the amount of traffic a large gas station and other commercial development would bring near his home. L.Hutzell stated that the proposed development in this area is currently undergoing a traffic impact study by the City's engineering department. The purpose of a traffic impact study is to identify the impacts to the transportation system due to the proposed development and recommend required roadway improvements to be implemented with future construction plans. Staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District; and that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.

T.Rapp clarified that the approval tonight is for rezoning and not the concept plan that was presented. L.Hutzell responded, yes. E.Carstens responded that future planning can change the concept plan and would need to be in conformity with the PUD.

The applicant/representative had no further comments for the Commission.

Motion by L.West to recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Motion by T.Ripper to recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: Rueters Property Rezoning (Area A and Area B) - Action
Report Date: May 28, 2025
Prepared By: Laura Hutzell *LHC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.

Project Report

The applicants, Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter have proposed two rezonings. The first rezoning, known as Area A from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District. The second, known as Area B from R-1, One-Family Residence District to PUD, Planned Unit Development.

The area subject to the proposed rezonings consists of two parcels, totaling approximately 72.01 acres in size. Specifically, Area A totals approximately 47.94 acres and Area B totals approximately 24.07 acres. The subject rezonings are generally located south of NE 72nd St/NE 126th Ave, east of NE Delaware Avenue and west of Interstate 35. This area was annexed in 2022 as a part of the Hope Kimberley annexation.

Both Rezoning Area A and Rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of this area as being Community Commercial. According to Figure 12.5 in the City's Comprehensive Plan, the C-2 zoning category is compatible with the Community Commercial land use and the PUD zoning category is partially compatible. Specifically, the Community Commercial land use is described in the City's Comprehensive plan as being designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to five miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. Sites are generally greater than 20 acres. Since the proposed rezonings align with the Future Land Use Map, a land use plan amendment is not required.

Area A of the proposed rezoning includes 47.94 acres from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District and proposes 19 lots for future C-2 development.

The property that makes up Area A is currently zoned R-1, One-Family Residence District. Property to the north is also zoned R-1. Property to the east is interstate right-of-way, property to the west is zoned both R-3, Multiple Family Residence District and C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was recently rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple Family Residential District.

Area B of the proposed rezoning includes approximately 24.07 acres from R-1, One-Family Residence District to PUD, Planned Unit Development and proposes three lots with mixed uses of M-1, Light Industrial and C-2, General Retail, Highway Oriented and Central Business Commercial District. A PUD booklet is included with the Area B Rezoning.

The property that makes up Area B is currently zoned R-1, One Family Residence District. Property to the north is part of the Area A rezoning, which is currently zoned R-1, but proposed C-2, General Retail, Highway Oriented and Central Business Commercial District. Property to the south was rezoned in July of 2024, from R-1, One-Family Residence District to PUD and R-3, Multiple Family Residential District. Property to the east is Interstate right-of-way. It is important to note that uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way.

Use Restrictions. Permissible uses shall include the following:

- C-2 permissible uses
- Lumberyards and building materials sales yards.
- Warehousing and storage, retail or wholesale (indoor and outdoor)
- Contractor's equipment storage yard
- Contractor rental of equipment commonly used by contractors
- Machine and Fabrication shop
- Advanced Manufacturing and Fabrication
- Modular assembly of products
- Professional Office
- Training, Education and Innovation Centers

Bulk Regulations:

- Minimum Lot Width – No minimum
- Minimum Lot Area – No minimum
- Minimum Setback Requirements:
- Front Yard: 50 feet.
- Side Yard: None required, except when adjacent to any Residential district or street right-ofway line, in which case – 50 feet.
- Rear Yard: 40 feet. When adjacent to any Residential district 150 feet.
- Maximum Height: 60 feet.
- Maximum Number of Stories: 4 stories
- Screening of Outdoor Storage areas.

Uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way. Such screening shall consist of Type 'C' Screening per the City of Ankeny Code of Ordinances Section 194.02. Screening shall be deemed sufficient if it prevents visibility of such storage area by persons traveling on public rights-of-way or standing at grade level on the side or rear lot lines of such property. Such screening may be accomplished by any one of the following methods:

- Wall or Fence. Such fence shall not be less than six feet in height and shall be constructed in such a manner as to effectively accomplish the requirements of this section.

- Landscaped Strip. Such strip shall be designed and landscaped by a qualified architect, engineer, or landscape architect; predominant planting shall be evergreen type trees, shrubs and plants to assure year-round effectiveness. Density and height of plantings shall be adequate to serve as a screen.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area for both rezoning A and B.

Notifications of the public hearings were sent to the surrounding property owners within 250' of the subject rezonings on May 7, 2025; and a legal notice of the proposed rezoning and amendments was published on May 9, 2025. The Zoning Ordinance also requires that the applicant post public notification signage. The applicant posted the signage before May 13th, which exceeds the required seven days of notification for the proposed rezonings before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on May 20, 2025. During the public hearing there was a presentation from City Staff and the applicant's engineer, followed by comments from one member of the public who spoke in regards to the amount of traffic a large gas station and other commercial development would bring near his home.

The proposed development in this area is currently undergoing a traffic impact study by the City's engineering department. The primary purposes of a traffic impact study are to identify the impacts to the transportation system due to the proposed development and to recommend any necessary improvements to the adjacent transportation system. Examples of this can include:

- Adding or lengthening turn lanes at intersections
- Adding roundabouts
- Adding, deleting or modifying traffic signals or signs
- Access management
- Replacement or rehabilitation of the existing pavement.

Recommended roadway improvements will be required to be implemented with future construction plans.

Summary:

The conditions outlined above influence City staff in determining the following: Both Rezoning Area A and Rezoning Area B generally align with The Ankeny Plan 2040 Future Land Use Map, which defines a majority of this area as being Community Commercial. City staff has determined that the proposed rezoning for 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District is appropriate.

Staff has also determined that the proposed rezoning of 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development is also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 47.94 acres (Area A) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District.

That the Plan & Zoning Commission recommend City Council approval of the request by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter to rezone 24.07 acres (Area B) from R-1, One-Family Residence District to PUD, Planned Unit Development.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 13, 2025

Plan and Zoning Commission
Attn: Eric Carstens
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rueter Property
Rezoning,

Dear Plan and Zoning Commission Members:

On behalf of Rueter Co, we are pleased to submit herewith the documents for the Rezoning for the proposed development of 72.01 acres of property south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. The property is proposed to have 47.94 Acres of C-2 and 24.07 Acres of PUD. The site is proposing 22 lots for development. 19 lots for C-2 zoning and 3 lots for PUD zoning. The future public roadway is shown for planning purposes.

Please accept this submittal for consideration at the regular upcoming Plan and Zoning Commission meeting.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Doug Mandernach

cc: Todd Rueter, Rueter Co (via email)

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

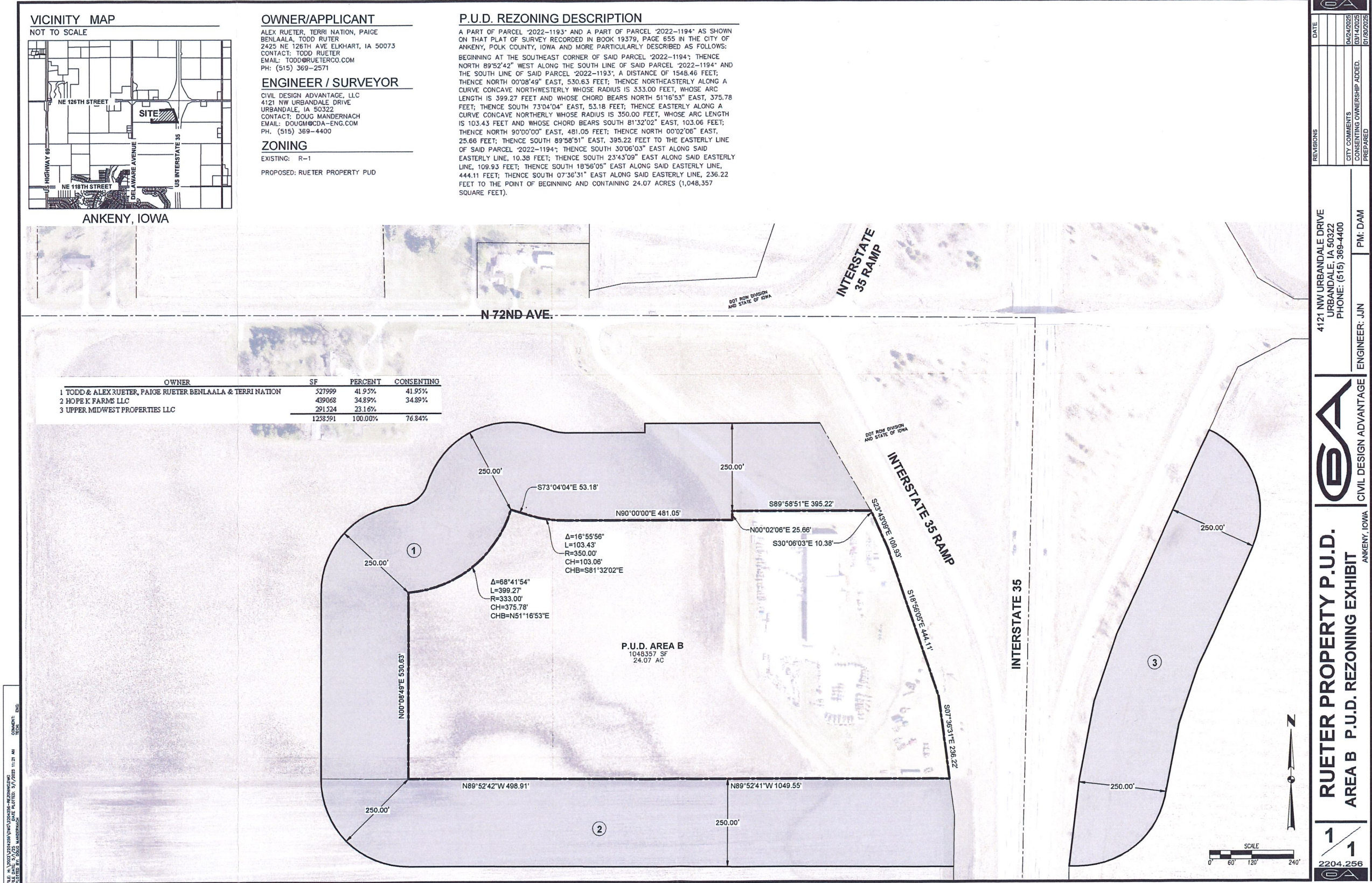
Date June 3, 2025

Ayes 5 Nays 0 Abstain 1

APPROVED

Chairperson T. Rapp

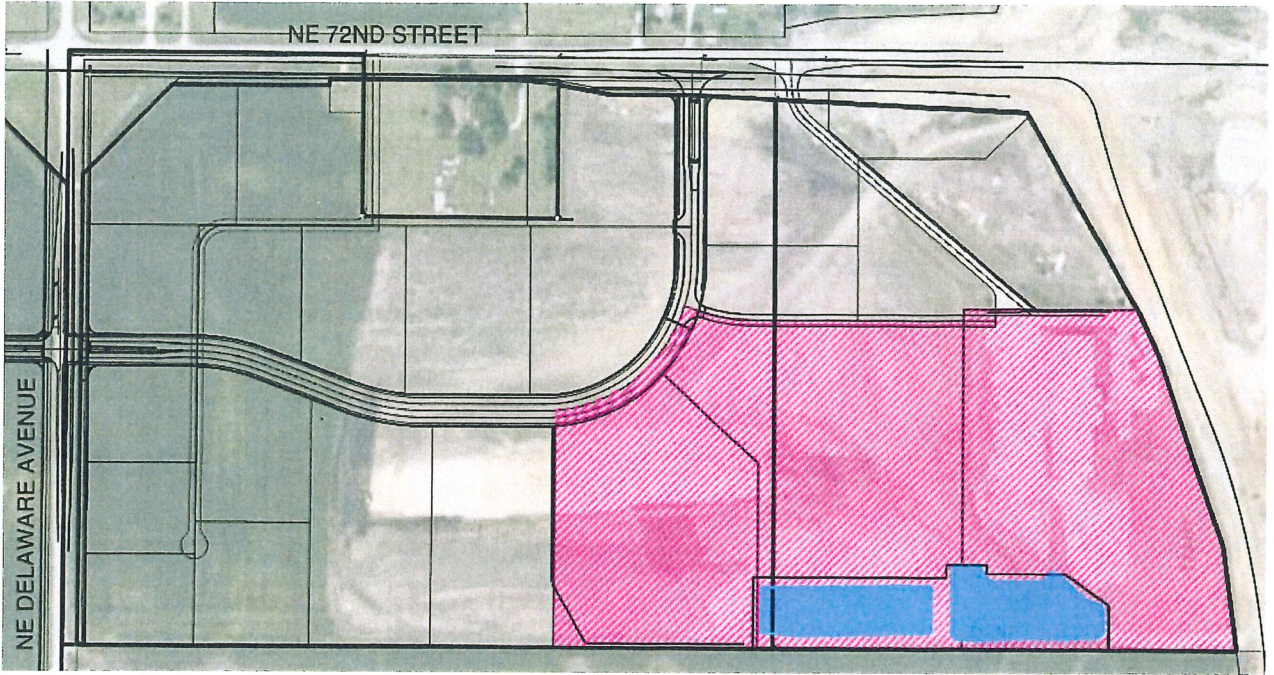
Secretary B. Hughes



RUETER PROPERTY

PLANNED UNIT DEVELOPMENT

CITY OF ANKENY



Applicant:

Prepared by:

RUETER'S



RECEIVED
MAY 01 2025
CITY OF ANKENY

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date <u>June 3, 2025</u>	
Ayes <u>5</u>	Nays <u>0</u>
Abstain <u>1</u>	Absent <u>1</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>B. Dugan</u>	Secretary

MAY 1, 2025

RUETER PROPERTY
Planned Unit Development

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PUD Conceptual Plan
Bulk Regulations

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Rezoning Petition
Rezoning Map

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Supporting Evidence Statement

4 ARCHITECTURAL REQUIREMENTS
Architectural Building materials

THE PLAN

Rueter Property - Ankeny

OVERVIEW NARRATIVE

The Rueter property consists of 24.07 acres offering a variety of Commercial and Light Industrial uses. The property is generally located west of interstate 35, south of NE 72nd Street and east of NE Delaware Avenue. The property is currently zoned R-1: One Family Residence District.

The property is being proposed as a Planned Unit Development with an underlying C-2 zoning that would allow a mix of commercial uses.

Architecture will be maintained to blend into the other commercial developments. Architecture Standards can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use and public street locations. A preliminary plat will be prepared and reviewed by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

As detailed throughout the information provided, the Rueter Property PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing some uses allowed with the M-1 zoning. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development and an increased tax base.

P.U.D. CONCEPTUAL PLAN

NOT TO SCALE



BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL '2022-1194'; THENCE NORTH 89°52'42" WEST ALONG THE SOUTH LINE OF SAID PARCEL '2022-1194' AND THE SOUTH LINE OF SAID PARCEL '2022-1193', A DISTANCE OF 1548.46 FEET; THENCE NORTH 00°08'49" EAST, 530.63 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 399.27 FEET AND WHOSE CHORD BEARS SOUTH 51°16'53" EAST, 375.78 FEET; THENCE SOUTH 73°04'04" EAST, 53.18 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 103.43 FEET AND WHOSE CHORD BEARS SOUTH 81°32'02" EAST, 103.06 FEET; THENCE NORTH 90°00'00" EAST, 481.05 FEET; THENCE NORTH 00°02'06" EAST, 25.66 FEET; THENCE SOUTH 89°58'51" EAST, 395.22 FEET TO THE EASTERLY LINE OF SAID PARCEL '2022-1194'; THENCE SOUTH 30°06'03" EAST ALONG SAID EASTERLY LINE, 10.38 FEET; THENCE SOUTH 23°43'09" EAST ALONG SAID EASTERLY LINE, 109.93 FEET; THENCE SOUTH 18°56'05" EAST ALONG SAID EASTERLY LINE, 444.11 FEET; THENCE SOUTH 07°36'31" EAST ALONG SAID EASTERLY LINE, 236.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.07 ACRES (1,048,357 SQUARE FEET).

OWNER/APPLICANT

ALEX RUETER, TERRI NATION,
PAIGE BENLAALA, TODD RUTER
2425 NE 126TH AVE ELKHART, IA 50073
CONTACT: TODD RUETER
EMAIL: TODD@RUETERCO.COM
PH: (515) 369-2571

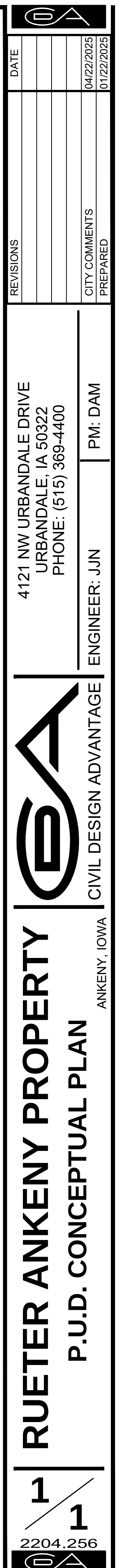
ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH. (515) 369-4400
FX. (515) 369-4410

ZONING

EXISTING: R-1

PROPOSED: LOTS 4-6
RUETER PROPERTY P.U.D.



Rueter Property – Ankeny Planned Unit Development

BULK REGULATIONS

P.U.D.

- Use Restrictions. Permissible uses shall include the following:
 - C-2 permissible uses
 - Lumberyards and building materials sales yards.
 - Warehousing and storage, retail or wholesale (indoor and outdoor)
 - Contractor's equipment storage yard
 - Contractor rental of equipment commonly used by contractors
 - Machine and Fabrication shop
 - Advanced Manufacturing and Fabrication
 - Modular assembly of products
 - Professional Office
 - Training, Education and Innovation Centers
- Minimum Lot Width – No minimum
- Minimum Lot Area – No minimum
- Minimum Setback Requirements:
 - Front Yard: 50 feet.
 - Side Yard: None required, except when adjacent to any Residential district or street right-of-way line, in which case – 50 feet.
 - Rear Yard: 40 feet. When adjacent to any Residential district 150 feet.
- Maximum Height: 60 feet.
- Maximum Number of Stories: 4 stories
- Screening of Outdoor Storage areas.
- Uses within the PUD shall be screened to effectively prevent visibility from all abutting residential zoning and public rights of way. Such screening shall consist of Type 'C' Screening per the City of Ankeny Code of Ordinances Section 194.02. Screening shall be deemed sufficient if it prevents visibility of such storage area by persons traveling on public rights-of-way or standing at grade level on the side or rear lot lines of such property. Such screening may be accomplished by any one of the following methods:
 - Wall or Fence. Such fence shall not be less than six feet in height and shall be constructed in such a manner as to effectively accomplish the requirements of this section.
 - Landscaped Strip. Such strip shall be designed and landscaped by a qualified architect, engineer, or landscape architect; predominant planting shall be evergreen type trees, shrubs and plants to assure year-round effectiveness. Density and height of plantings shall be adequate to serve as a screen.

REZONING REQUEST

Rezoning Application Form

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

West of I-35, south of NE 126th Ave., east of NE 22nd Street

Gross acreage of rezoning: _____

Current property zoning: R-1 (One Family Residence District)

Proposed property zoning: Rueter Property P.U.D.

Conditions: _____

Is property within Ankeny's corporate limits ☒ yes ☐ no

Applicant/Contact Person:

Full Name: Doug Mandemach Company: Civil Design Advantage, LLC

Address: 4121 NW Urbandale Drive

City, State, Zip: Urbandale, IA 50322

Office Phone: (515) 369-4400 Cell Phone: (515) 250-5947

E-mail: DougM@cda-eng.com

Property Owner:

Full Name: Todd Rueter Company: RuterCo

Address: 2425 NE 126th Ave.

City, State, Zip: Elkhart, IA 50073

Office Phone: (515) 369-2571 Cell Phone: _____

E-mail: Todd@RueterCo.com

Attorney

Full Name: _____ Firm Name: _____

Address: _____

City, State, Zip: _____

Office Phone: _____ Cell Phone: _____

E-mail: _____

Land Surveyor/Engineer: Mike Brooner Civil Design Advantage, LLC

Address: 4121 NW Urbandale Drive

City, State, Zip: Urbandale, IA 50322

Office Phone: (515) 369-4400 Cell Phone: (515) 208-1317

E-mail: MikeB@cda-eng.com

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

Signed by: _____ Date: _____

(Applicant/Contact Person)

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

and:  Date: 4-25-25

(Property Owner)

Original signatures are required

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Attached

request that said real estate be rezoned from its present classification of R-1 to P.U.D. for the purpose of allowing the following use(s):

Commercial and Industrial uses

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to P.U.D.

Parcel owner(s) signatures

Todd Rueter, Manager, RPACT Holdings LLC

(owner name)

(Signature)

Alex Rueter

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope K Farms LLC

Address: 4500 Westown Parkway STE 227 West Des Moines, IA 50266

Signature:

Date:

Printed Name:

Title:

Property Owner:

Address:

Signature:

Date:

Printed Name:

Title:

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Attached

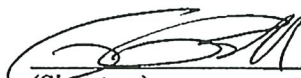
request that said real estate be rezoned from its present classification of R-1 to P.U.D. for the
purpose of allowing the following use(s):
Commercial and industrial uses

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to P.U.D..

Parcel owner(s) signatures

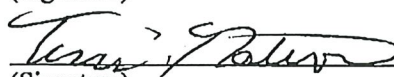
Paige Rueter Benlaala

(owner name)


(Signature)

Terri Nation

(owner name)


(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope K. Farms LLC

Address: 4500 Westown Parkway Ste 227, West Des Moines, IA 50266

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

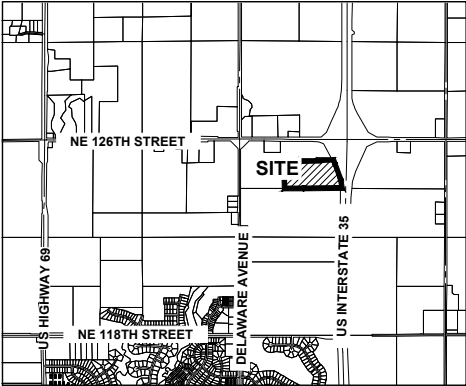
RUETER ANKENY REZONING DESCRIPTIONS
CDA PROJECT NUMBER 2304.238
PREPARED 11/12/2024

P.U.D. DESCRIPTION

A PART OF PARCEL "2022-1193" AND A PART OF PARCEL "2022-1194" AS SHOWN ON THAT PLAT OF SURVEY RECORDED IN BOOK 19379, PAGE 655 IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "2022-1194"; THENCE NORTH 89°52'42" WEST ALONG THE SOUTH LINE OF SAID PARCEL "2022-1194" AND THE SOUTH LINE OF SAID PARCEL "2022-1193", A DISTANCE OF 1548.46 FEET; THENCE NORTH 00°08'49" EAST, 530.63 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 399.27 FEET AND WHOSE CHORD BEARS NORTH 51°16'53" EAST, 375.78 FEET; THENCE SOUTH 73°04'04" EAST, 53.18 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 103.43 FEET AND WHOSE CHORD BEARS SOUTH 81°32'02" EAST, 103.06 FEET; THENCE NORTH 90°00'00" EAST, 481.05 FEET; THENCE NORTH 00°02'06" EAST, 25.66 FEET; THENCE SOUTH 89°58'51" EAST, 395.22 FEET TO THE EASTERLY LINE OF SAID PARCEL "2022-1194"; THENCE SOUTH 30°06'03" EAST ALONG SAID EASTERLY LINE, 10.38 FEET; THENCE SOUTH 23°43'09" EAST ALONG SAID EASTERLY LINE, 109.93 FEET; THENCE SOUTH 18°56'05" EAST ALONG SAID EASTERLY LINE, 444.11 FEET; THENCE SOUTH 07°36'31" EAST ALONG SAID EASTERLY LINE, 236.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.07 ACRES (1,048,357 SQUARE FEET).

VICINITY MAP
NOT TO SCALE



ANKENY, IOWA

OWNER/APPLICANT

ALEX RUETER, TERRI NATION, PAIGE BENLAALA, TODD RUTER
2425 NE 126TH AVE ELKHART, IA 50073
CONTACT: TODD RUETER
EMAIL: TODD@RUETERCO.COM
PH: (515) 369-2571

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: DOUG MANDERNACH
EMAIL: DOUGM@CDA-ENG.COM
PH: (515) 369-4400

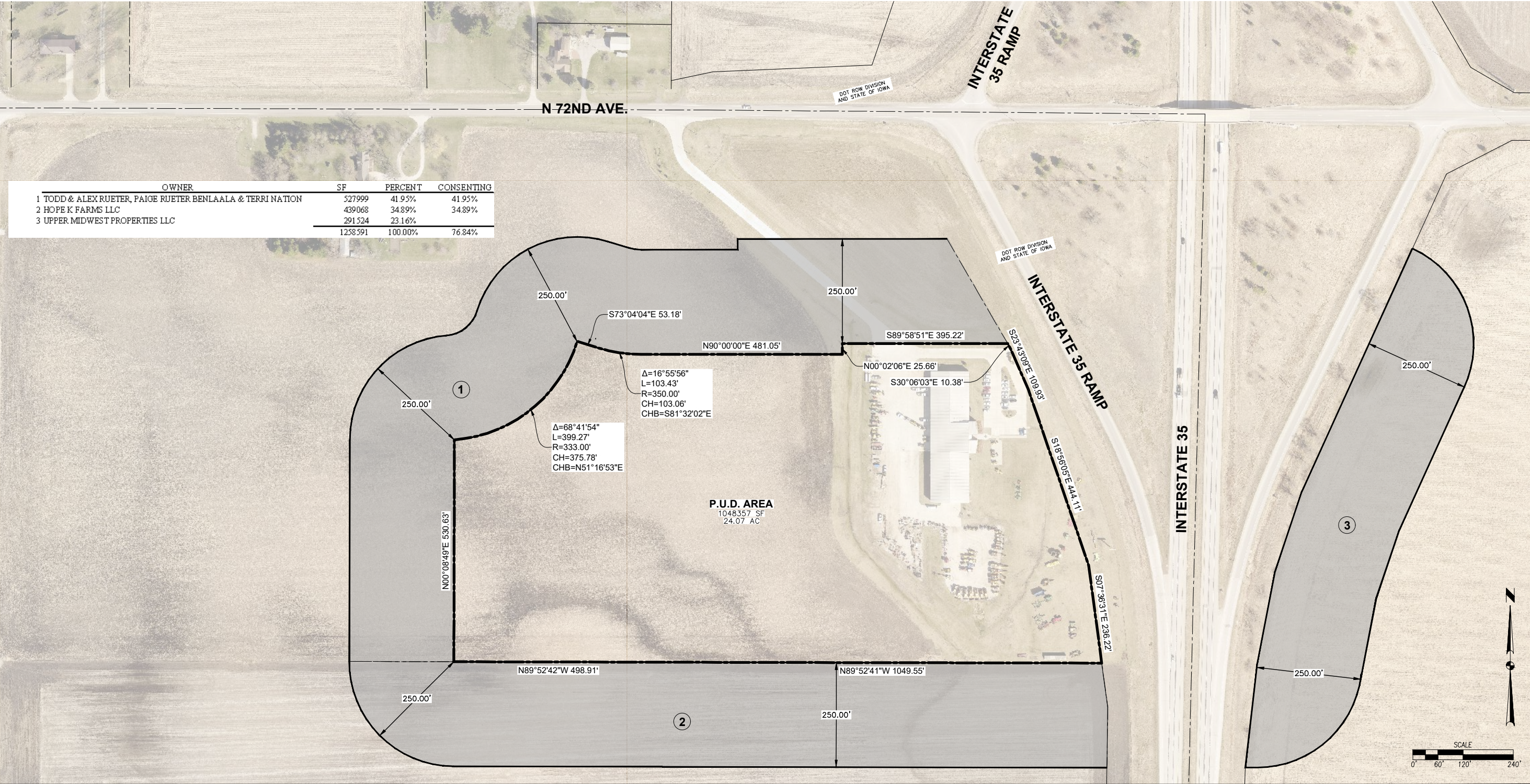
ZONING

EXISTING: R-1

PROPOSED: RUETER PROPERTY PUD

P.U.D. REZONING DESCRIPTION

A PART OF PARCEL "2022-1193" AND A PART OF PARCEL "2022-1194" AS SHOWN ON THAT PLAT OF SURVEY RECORDED IN BOOK 19379, PAGE 655 IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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DATE: 5/17/2025 11:21 AM
DRAWN BY: J. MANDERNACH
CHECKED BY: J. MANDERNACH
COMMENT: ENG.

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RUETER PROPERTY P.U.D.

AREA B P.U.D. REZONING EXHIBIT

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: J. JN

PM: DAM

DATE

04/24/2025

03/14/2025

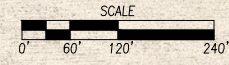
01/30/2025

REVISIONS

CITY COMMENTS

CONSISTING OWNERSHIP ADDED

PREPARED



SUPPORTING EVIDENCE

Rueter Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to Rueter Property will be from future NE 72nd Street and NE Delaware Avenue which require 100' of ROW. The proposed public within the property will require 70' of public ROW. The roadway alignment will connect perpendicular to each of the existing roadways. A private drive will connect to east and west and provide internal circulation. A traffic study has been completed by Bolten and Menk for this property and surrounding properties. The study recommends several roadway improvements as development increases. The improvements will be implemented with future construction plans.

PEDESTRIAN CIRCULATION

5' wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities. Pedestrian ramps will be provided at all roadway intersections. A 5' sidewalk will be constructed along NE Delaware Avenue. An 8' sidewalk will be installed along the south side of NE 72nd Street.

UTILITIES

Sanitary sewer service will be provided by connecting into a proposed 12" trunk sewer at the south property line. The sanitary sewer will be extended through the Rueter Property to provide service to each lot. All sanitary sewer mains will be public and will be designed at acceptable design slopes.

Water main will be connected to an existing 12" main along the west side of NE Delaware Avenue approximately 1,000 feet south of the south property line. The 12" water main will cross to the east side of Delaware Avenue and be extended to NE 72nd Street. A 16" Watermain will be installed along the south side of NE 72nd Street across the street frontage. A 10" watermain will follow the alignment of the proposed roadway through the Rueter Property. All watermain will be public.

Storm sewer will be provided within public right-of-ways and sized per city code, ultimately discharging into the detention basins provided along the south property line.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements. These easements will be located adjacent to the public right-of-ways or within rear yards of the lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Rueter property generally drains from north to south discharging water to the southeast. A small portion of the property drains to the northwest. Detention for the portion that drains to the northwest will be provided with future development. All detention facilities shall be privately owned and maintained.

ARCHITECTURAL REQUIREMENTS

Rueter Property – Ankeny

ARCHITECTURAL

The buildings will be required to have a mix of quality durable materials within the PUD area. Buildings shall have good scale and maintain or enhance the established scale of buildings and sites of neighboring buildings and sites. Buildings will be required to meet the design standards set forth in Chapter 192.02 B. of the Ankeny Municipal Code.

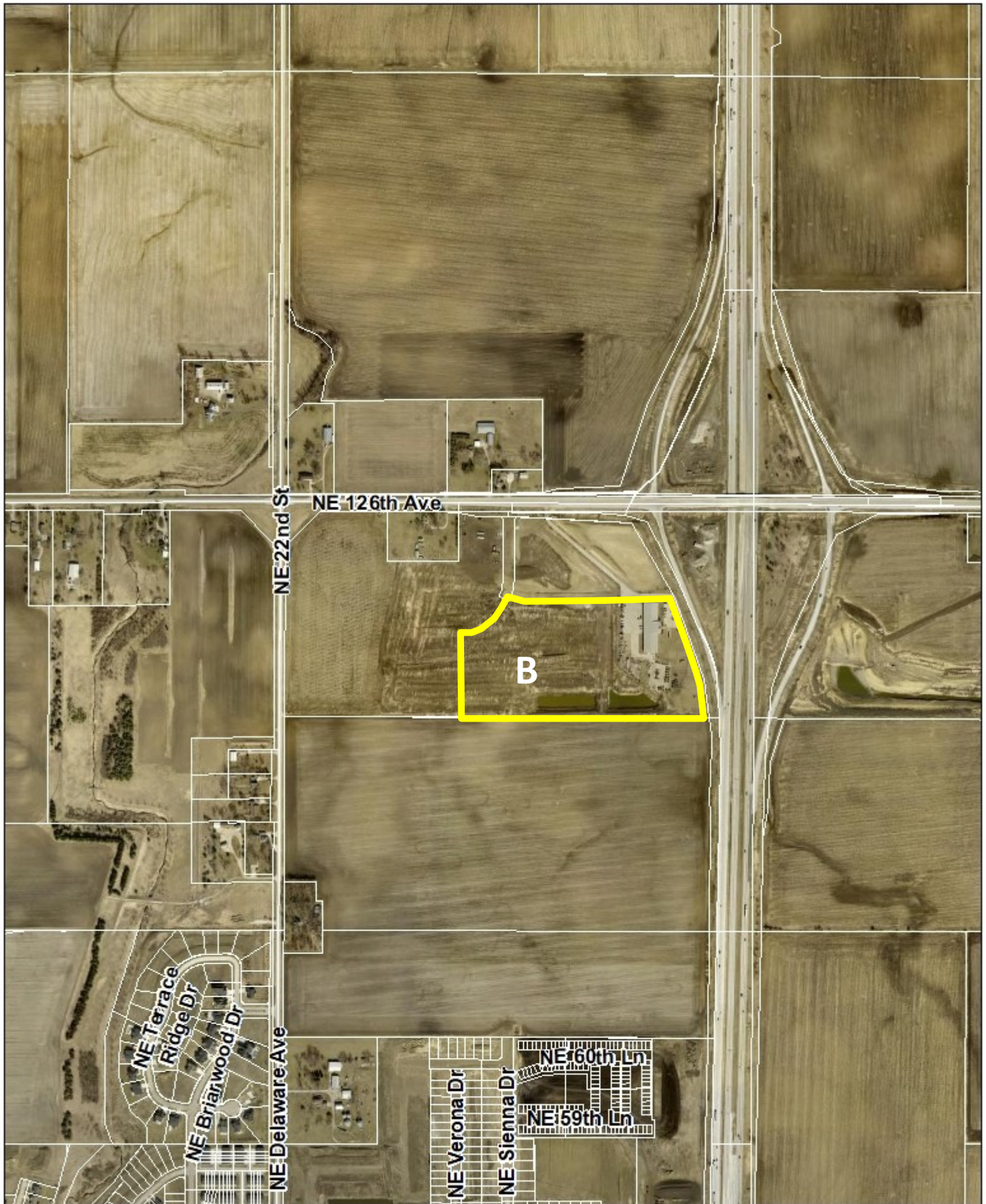
Primary material requirements:

- A. Public Facing: 60% primary material
- B. Other Facades: 40% primary material.

Exterior Building Examples:



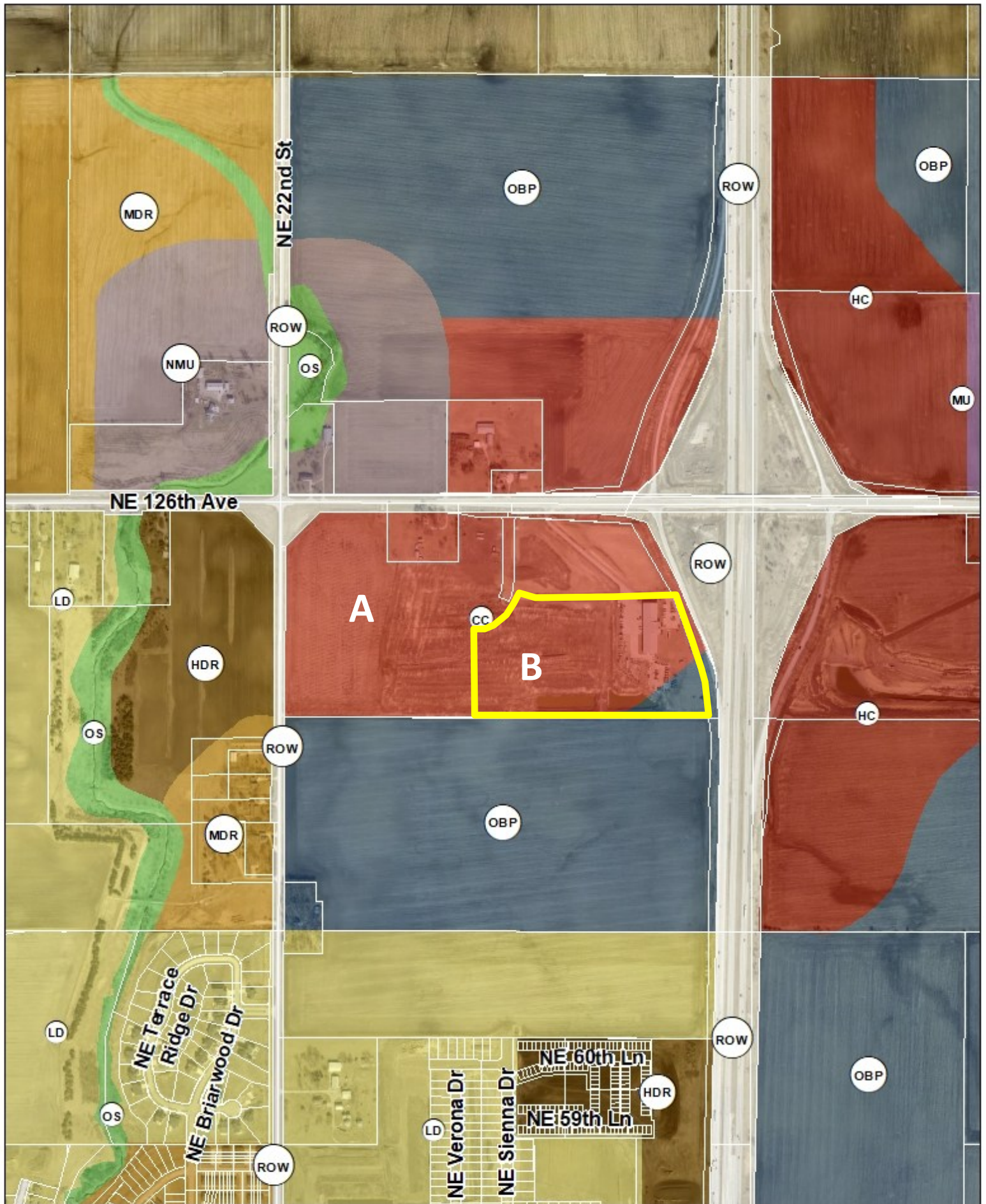




1 inch = 757 feet

Date: 4/16/2025

**Rueters Property Rezoing
R-1 to PUD
Aerial Map**



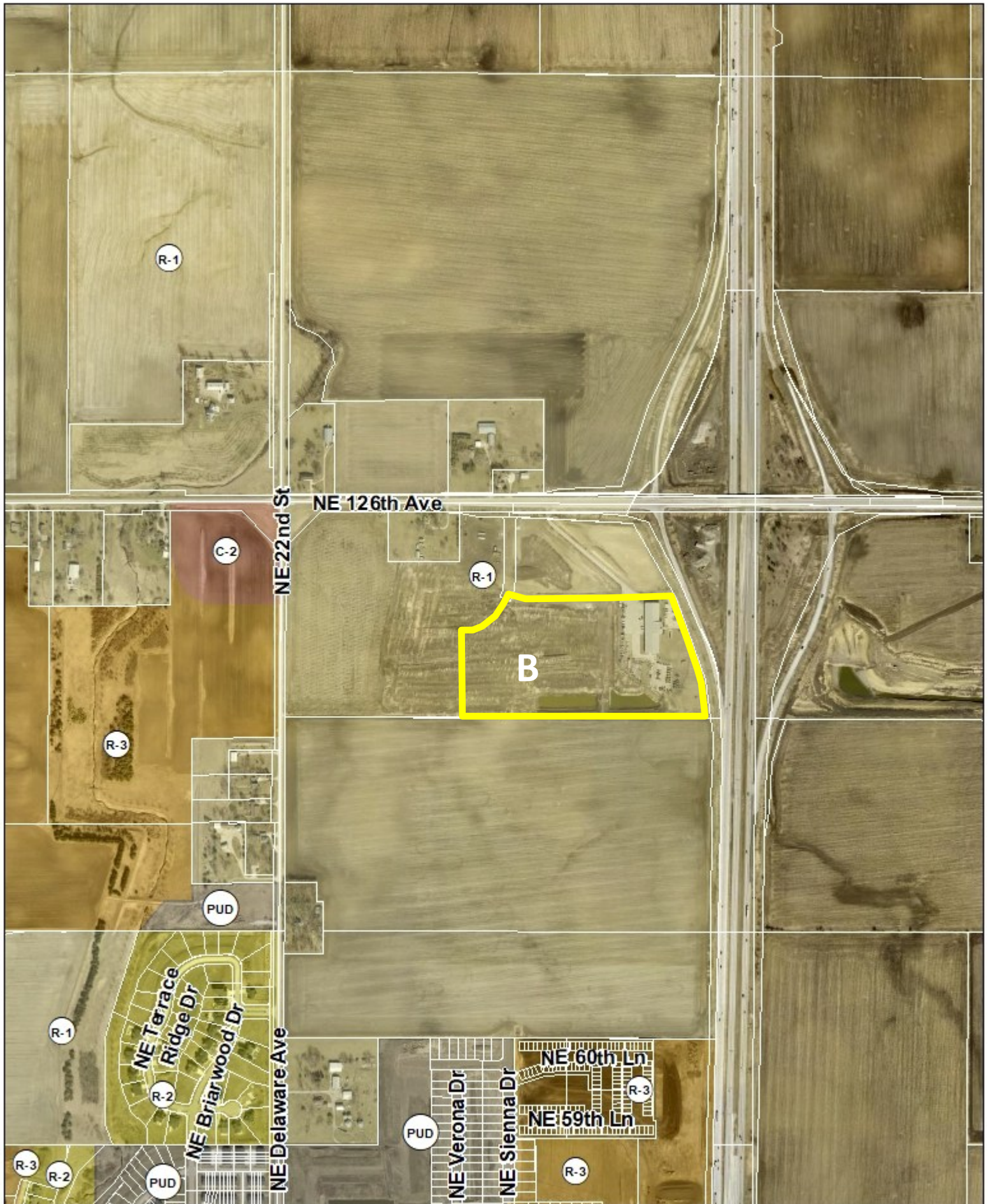
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1 inch = 757 feet

Date: 4/16/2025

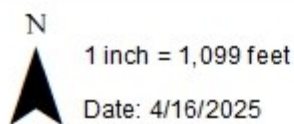
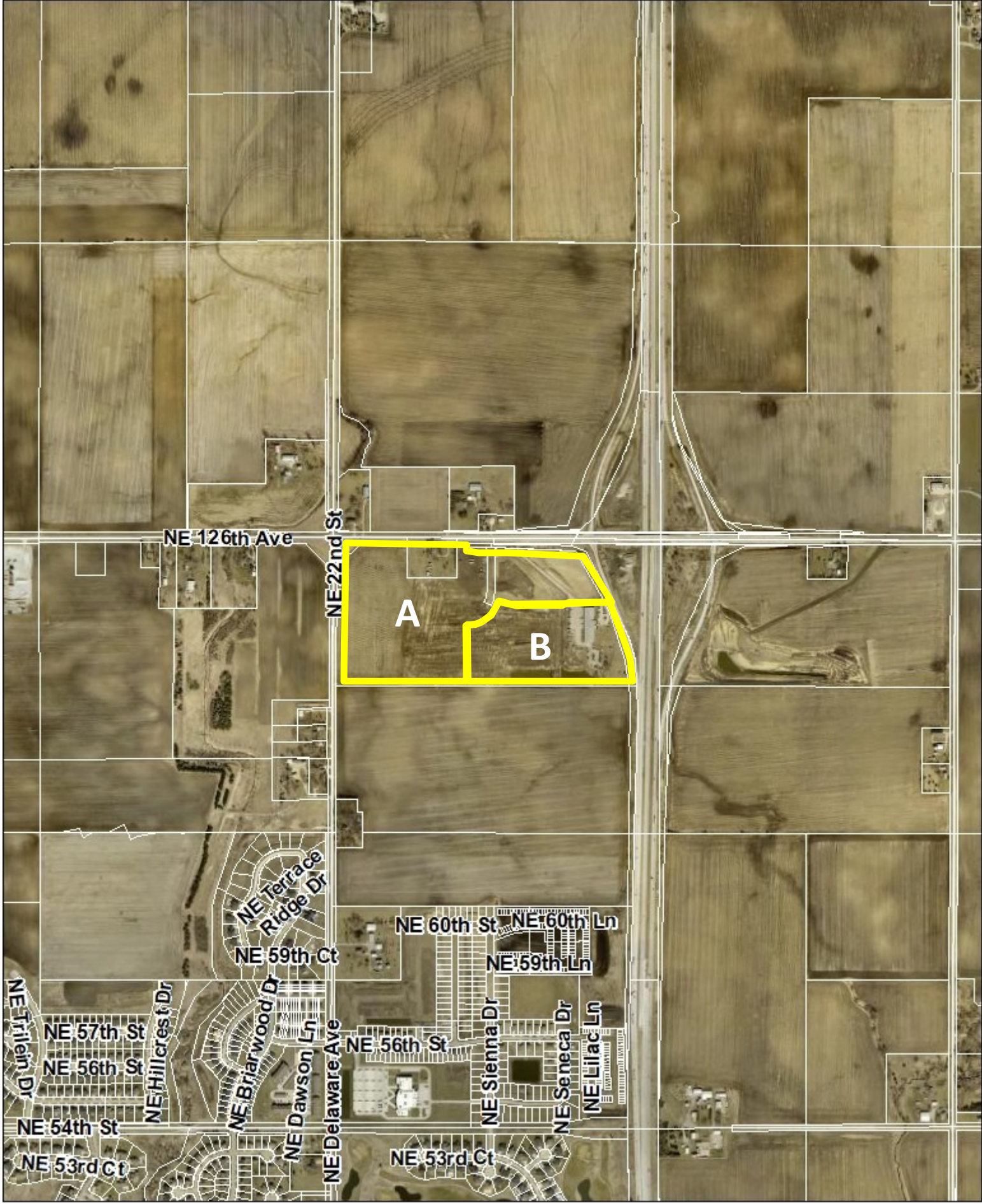
**Rueters Property Rezoing
R-1 to PUD
Future Land Use Map**



1 inch = 757 feet

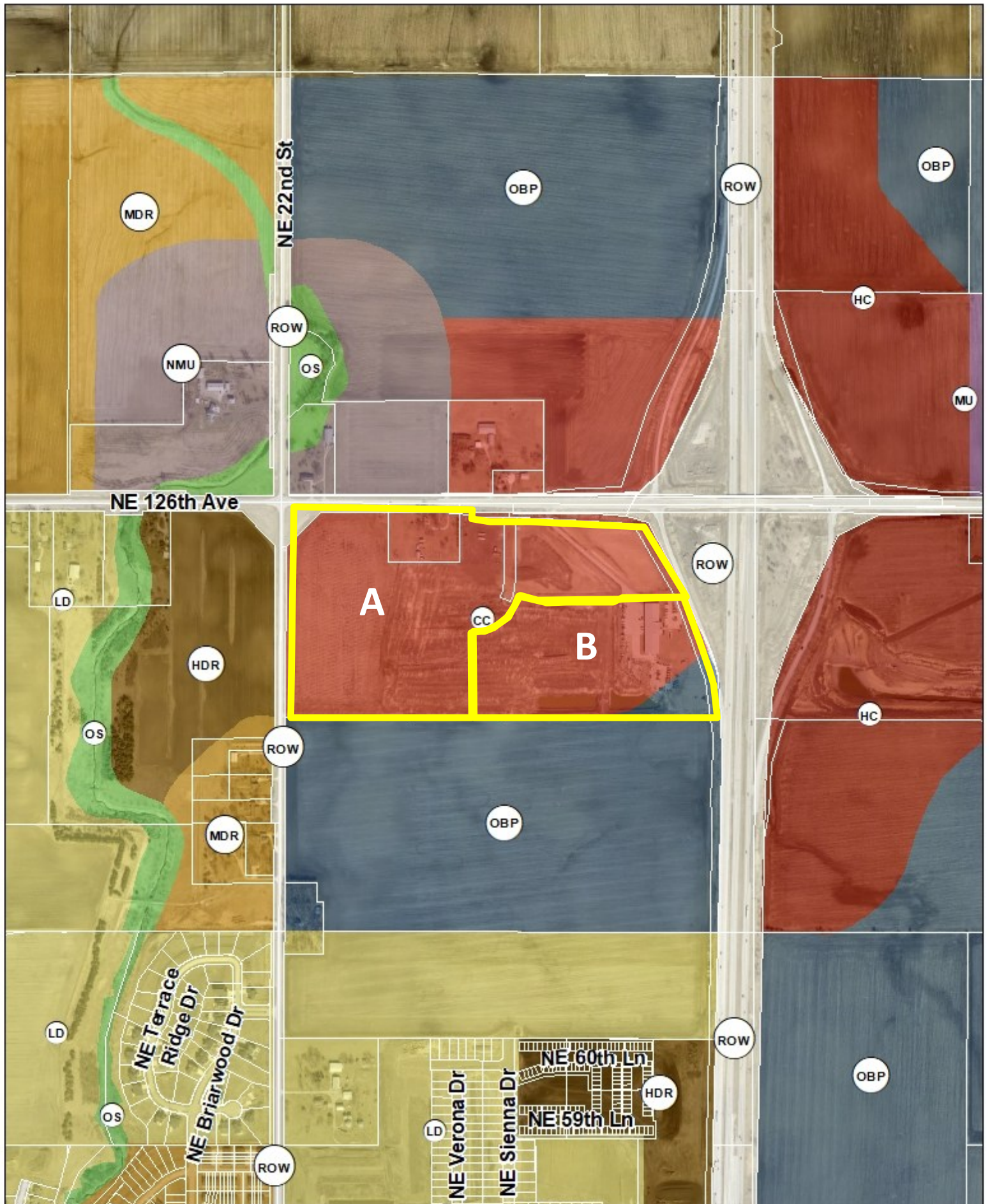
Date: 4/16/2025

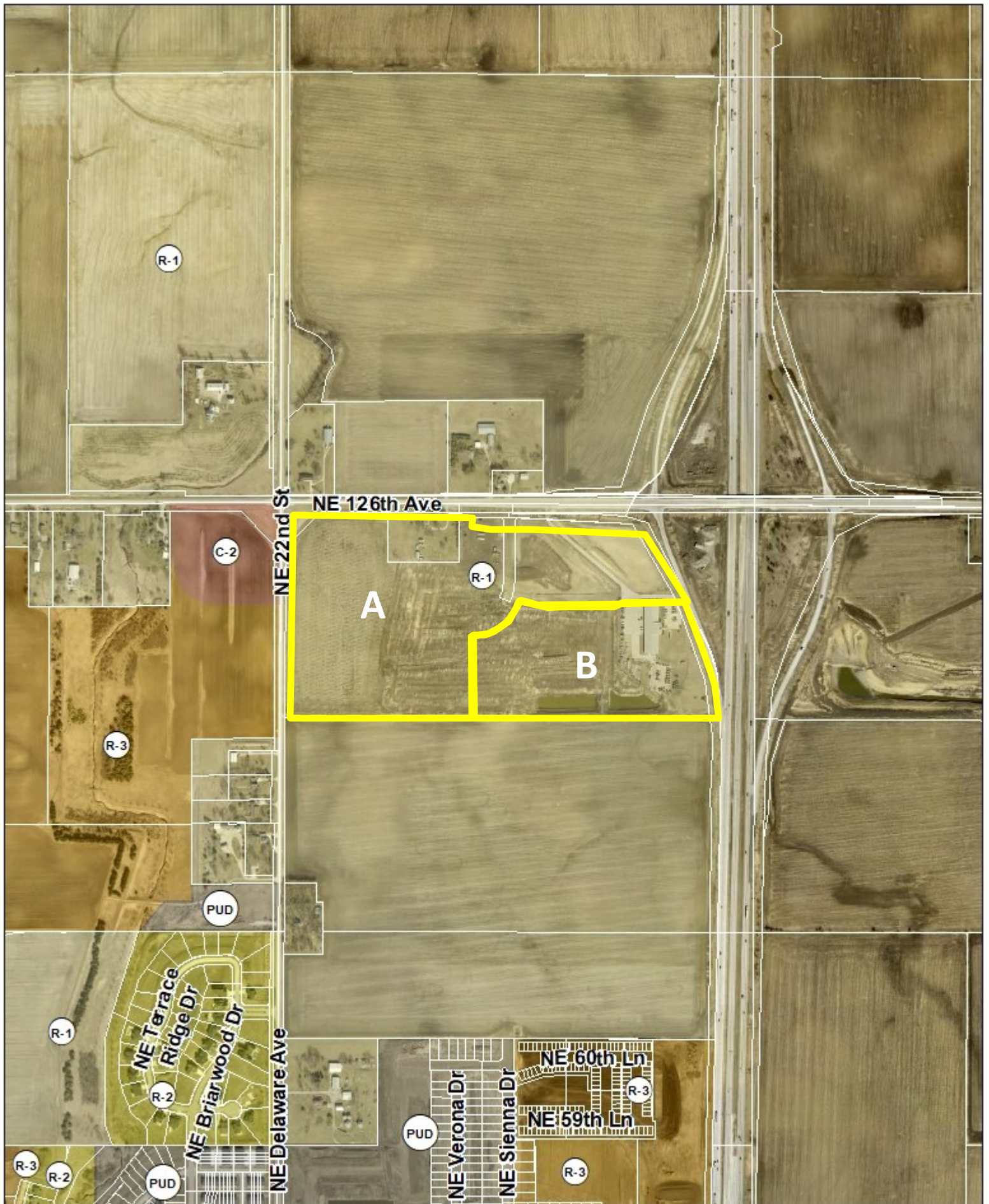
**Rueters Property Rezoning
R-1 to PUD
Zoning Map**



**Rueters Property Rezoing
R-1 to C-2 and R-1 to PUD
Aerial Map**









ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-53 Proposed amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map. The property subject to the proposed map amendment consist of approximately 117.50 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection.

The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the subject area of the Future Land Use Map to the Light Industrial land use. The proposed amendment is associated with and will run in conjunction with the Hope Industrial Park Rezoning, which is proposing that approximately 117.50 acres (+/-) of land be rezoned to M-1, Light Industrial District (Area 'A').

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request for amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map.

Approve resolution amending The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025, the Plan and Zoning Commission made a recommendation to the City Council regarding the approval of the amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication notification. The Plan and Zoning Commission held a public hearing on June 3, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-53.

Consider motion to adopt **RESOLUTION** amending the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Future Land Use Map for the City of Ankeny, Iowa.

ATTACHMENTS

1. PH Coversheet
2. Resolution
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. Aerial Map
7. Land Use Map Amendment Exhibit
8. Future Land Use Map
9. Welcher Correspondence



PUBLIC HEARING 2025-53

5:30 P.M.

JULY 7, 2025

PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN, FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K. FARMS, LLC, FROM OFFICE/BUSINESS PARK, COMMUNITY COMMERCIAL, AND NEIGHBORHOOD MIXED USE TO LIGHT INDUSTRIAL

Mayor:

This is the time and place for a public hearing on a proposed amendment to the Ankeny Plan 2040 (Figure 12.10) Future Land Use Map for the City of Ankeny.

FROM: Office/Business Park, Community Commercial and Neighborhood Mixed Use

TO: Light Industrial

Property Description: approximately 117.50-acres (+/-) located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received regarding this proposed revision to The Ankeny Plan"?

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

"Because this is an electronic meeting if there anyone who wishes to be heard for or against this requested item, please indicate by raising your hand on the video conference call OR if you are connected by phone you may press star 9 (*9). When you are called upon, please give 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 PH 2025-53.
- ☐ Consider **MOTION** to adopt RESOLUTION amending The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa.

RESOLUTION 2025-

**RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN,
FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY
HOPE K. FARMS, LLC, FROM OFFICE/BUSINESS PARK, COMMUNITY COMMERCIAL, AND
NEIGHBORHOOD MIXED USE TO LIGHT INDUSTRIAL**

WHEREAS, on the 20th day of May, 2025, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of June, 2025, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope K. Farms, LLC, from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial; and

WHEREAS, on the 7th day of July, 2025, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LAYMAN'S DESCRIPTION:

Approximately 117.50 acres (+/-) of land located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial; and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 7th day of July, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #7. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #8. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area A and Area B). He stated that the property subject to the proposed map amendment consists of approximately 117.50 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the entire 117.50 acres to the Light Industrial land use. B.Morrissey provided an overview of what the current Office/Business Park, Community Commercial, and Neighborhood Mixed Use classifications are designed for, then provided the same details for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District (Area A) and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B). He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. It is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits. He noted Area A is approximately 117.50 acres and is situated to the north of the properties that front NE 72nd Street, while Area B is approximately 7.24 acres and fronts NE 72nd Street. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A (M-1, Light Industrial District) should the proposed rezoning be approved. The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. B.Morrissey stated that on April 21, 2025, the City Council acted and initiated the rezoning request, which officially started the rezoning process for the subject property. He stated that all notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, Iowa said he did not have anything further to provide to the Commission. There were no questions from the Commission.

Linda and Jason Wattonville, 12702 NE 22nd Street, stated that they currently live near this proposed rezoning. Linda Wattonville said that there is currently quite a bit of traffic at the corner of NE 126th Avenue and NE 22nd Street. She then shared questions/concerns relating to traffic, access points for the new development, preservation of the

wildlife/watershed in the area and the increase in lights and sound. She noted that they already can see the industrial park lights two miles away in Elkhart from their property. Jason Wattonville added that if this does get approved, they want to see the creek and tree line be preserved as it certainly makes the area look nice.

Rory Welcher, 2390 NE 126th Avenue, Ankeny pointed out on the map the location of his property in comparison to this rezoning request. He shared concerns about the location of the access for the subject property north of NE 126th Avenue. He also mentioned that the land east of his property is currently under water and if they build up the land for this development, his property will be the lowest point, which would then cause the water to collect on his property. He also shared concerns about the speed limit on NE 126th Avenue.

Motion by A. Renaud to close the public hearing, and receive and file documents. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Chair Rapp addressed the audience informing them that at the June 3, 2025 Plan and Zoning Commission meeting staff will present a full Staff Report that will provide information regarding the questions and comments that have been raised during the public hearing.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 3, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

Chair Rapp stated the Commission received correspondence from Linda and Jason Wattonville 12702, NE 22nd Street, Alleman, Iowa regarding agenda Items #8 and #9.

Motion by T.Ripper to receive and file correspondence from Linda and Jason Wattonville. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #9. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #10. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and the proposed map amendment consists of approximately 117.50 acres of land located northeast of the intersection NE Delaware Avenue and NE 72nd Street intersection. He stated that the property subject to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community

Commercial, and Neighborhood Mixed Use land uses. B.Morrissey provided an overview of what the use classifications are for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District known as Area A, approximately 117.50 acres and C-2, General Retail, Highway Oriented, and Central Business Commercial District known as Area B approximately 7.24 acres. He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersections. The property is currently zoned R-1, One-Family Residence District as this was a zoning classification assigned to the property when it was annexed into the city in late 2022. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A, M-1, Light Industrial District, should the proposed rezoning be approved. The Plan and Zoning Commission held a public hearing on May 20, 2025 and questions were brought up regarding traffic, light and sound pollution, disturbance of natural features in the area, specifically a stream and trees located near the site. B.Morrissey commented that as stated earlier, the process of a traffic study for the area has started; however, it is not expected to be finalized until later in the development process. He further said that staff will require that any on-site exterior lighting be in accordance with the Code, which will be reviewed during the site plan process and should noise become an issue, the Ankeny Police Department will conduct a decibel test to determine if any noise is in violation of the Code. He stated that as it relates to the natural features, site specifics are difficult to discuss at this time without a site plan to review. He noted that the direction of post development drainage flows should be similar to where drainage flows currently and redirecting of flows onto neighboring properties is uncommon. On-site detention will be required during the site planning process. City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

T.Rapp commented that due to the proposed development's proximity to I-35, any kind of access point on NE 126th Avenue and NE 22nd Street will not only be scrutinized by Ankeny's traffic engineer but the IDOT as well.

The applicant/representative had no further comments for the Commission.

Motion by L.West to recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10 Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One Family Residence District to M-1, Light Industrial District with Use Restrictions. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Motion by T.Ripper to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (Area B) from R-1, One-Family Residence District to C-2, General Retail Highway Oriented, and Central Business District. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: Action: Hope Industrial Park – Amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map & Rezoning*
Report Date: May 15, 2025
Prepared By: Bryan Morrissey *ESC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Discussion - Land Use Plan Amendment

Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*. The property subject to the proposed map amendment consist of approximately 117.50 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection.

The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the subject area of the Future Land Use Map to the Light Industrial land use. The proposed amendment is associated with and will run in conjunction with the Hope Industrial Park Rezoning, which is proposing that approximately 117.50 acres (+/-) of land be rezoned to M-1, Light Industrial District (Area 'A').

The Future Land Use map indicates that the surrounding areas neighboring the subject site are suitable for Community Commercial, Neighborhood Mixed Use, and Open Space uses. The following paragraphs describe the intent of the existing and proposed categories from The Ankeny Plan 2040 Comprehensive Plan:

Existing: Office/Business Park

This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Existing: Community Commercial

This land use category is designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to 5 miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. These retail areas typically consist of large box stores and multi-tenant shopping centers. Sites are generally greater than 20 acres.
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Existing: Neighborhood Mixed Use

This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

Proposed: Light Industrial

This land use category is designed to accommodate most types of light industrial uses as well as warehouse and distribution facilities. Appropriate light industrial activity includes fabrication, manufacturing, assembly, or processing of materials that are in refined form and do not require transformation that creates smoke, gas, odor, dust, vibrations, soot, or other noxious elements. Lot sizes will vary based on specific use, but will typically require larger lots with a minimum of 10,000 sq. ft. Sites should be located on arterial and/or collector streets.

Discussion – Rezoning

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of approximately 124.74 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The property is currently zoned R-1, One-Family Residence District, which was the zoning district assigned to the property when it was annexed into Ankeny in 2022. The subject property is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject property be rezoned and that the rezoning consist of two separate zoning areas/classifications; M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District. The two separate zoning classifications are depicted on the applicant's rezoning exhibit as *Area 'A' and Area 'B'*. *Area 'A'* is approximately 117.50 acres (+/-) and is situated to the north of the properties that front NE 72nd Street, while *Area 'B'* is approximately 7.24 acres (+/-) and fronts NE 72nd Street. The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10 Future Land Use Map* currently identifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. As mentioned in the previous discussion, Hope K. Farms is requesting an amendment to the Future Land Use Map to change approximately 117.50 acres (+/-) of land within the subject property to Light Industrial. The proposed amendment will line up with *Area 'A'* (M-1, Light Industrial District) on the proposed rezoning should it be approved.

The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. With that being said, the City Council does have the ability to initiate a rezoning request should the applicant not meet the minimum petition requirements. On April 21, the City Council took action and initiated the rezoning request, which officially started the rezoning process.

Notification of the public hearings were mailed to the surrounding property owners for both the land use plan amendment and rezoning on May 7, 2025; and a legal notice was published in the Des Moines Register for both public hearings on May 9, 2025. The City of Ankeny's Zoning Ordinance requires that the applicant post public notification signage on the property to inform the public of the proposed rezoning and land use plan amendment, as well as the time and place of the public hearing. The applicant posted on-site signage on Wednesday, May 7 2025, providing the required seven days of notification for the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use plan amendment and rezoning on May 20, 2025. During the public hearing, three members of the public addressed the Commission. The following topics were discussed:

Traffic & Access Points

Traffic concerns were brought up by multiple members of the public along NE 72nd Street and NE Delaware Avenue. Property owners shared their concerns about additional traffic the site may bring to the area in the future should it be developed.

The land subject to the Land Use Plan Amendment and Rezoning has started the process of working on a traffic study in coordination with the City; however, it is not expected that the traffic study will be finalized until later in the development process. The associated traffic study will need to be finalized and approved prior to any site plan being approved. The primary purpose of a traffic impact study is to identify impacts to the transportation system due to the proposed development and to recommend any necessary improvements along any public right-of-way. Examples of improvements can include:

- Adding or lengthening turn lanes at intersections
- Adding or modifying traffic signals in the area
- Access management
- Replacement or rehabilitation of existing pavement

Access points that stem from public streets have not been determined at this time for the subject property. Any proposed access point will be reviewed and approved in conjunction with the associated traffic study and site plan. There is a possibility for access drives to stem off both NE Delaware Avenue and NE 72nd Street; however, access drives cannot impede on neighboring properties unless those properties are owned by the same entity developing the subject property, or an easement is granted by the property owner.

Light and Sound Pollution

One member of the public shared their concerns about the potential development bringing additional light and sound to the area. Being that this is a rezoning and land use plan amendment request, plans have not been reviewed that may impact light or sound for neighboring properties in the area. With that being said, a site plan review will be conducted in the future prior to any development. During the review process, staff will require that any on-sight exterior lighting be directed downwards and away from any neighboring properties in accordance with Code Section 192.02(3)(A). In terms of noise pollution that may stem from the potential development, the Ankeny Police Department handles any noise complaints. Should noise become an issue, the department will conduct a decibel test to determine if any noise is in violation of Chapter 44 of the Code.

Preservation of Natural Features

Members of the public brought up natural features in the area, and more particularly, a stream and mature trees that lie near the southwest corner of the site. Members of the public expressed their wishes that those particular features not be disturbed with the future development. As mentioned previously, this is just the rezoning phase of the potential development. Site specifics are difficult to discuss at this time without a site plan to review. With that being said, a site plan review will take place in the future prior to development. One section of the Code that deals with the review process requires that mature trees be protected whenever possible. Additionally, the trees and stream in question are only partially on the subject property, and sit more so on the property owned by Kathie

Olenius. The site plan review process combined with the stream sitting primarily on a different property make it unlikely that major disturbances will happen to the stream or trees.

Stormwater Runoff

One member of the public had concerns about future stormwater runoff potentially impacting his property if the subject property were to be developed. Generally speaking, the direction of post development drainage flows should be similar to where drainage flows currently. The redirecting of flows onto neighboring properties is uncommon unless it is flowing to a body of water such as stream or creek. Additionally, on-site detention will be required during the site planning process. This will allow for the controlled release of stormwater in the area. A stormwater management plan will be reviewed and approved during the site planning process to ensure that appropriate measures are taken when managing stormwater runoff.

Summary

The conditions outlined previously influence City staff in determining that the proposed change in land use from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial is appropriate on the Future Land Use Map. Staff has also determined that the rezoning request from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District is appropriate.

Lastly, City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. The uses staff is recommending not be allowed on the subject property are listed below:

- Circus, Carnival or similar transient enterprise; provided, that such structures or building shall be at least two hundred feet from any R district.
- Coal yard, coke yard or wood yard.
- Enameling, lacquering or japanning.
- Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- Livery stable or riding academy.
- Sawmill and planing mill including manufacture of wood products not involving chemical treatment.
- The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- Vulcanizing, retreading and recapping of tires.

With that being said, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

Additionally, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

And lastly, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

April 4, 2025

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning & Land Use Plan Amendments – Hope Industrial Park

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 124.74 acres located to the northeast of NE 126th Ave and NE 22nd Street in Ankeny, Iowa. The existing zoning of the property is R-1 One-Family Residential District, and we are requesting to rezone the entire property to M-1 Light Industrial District.

The proposed rezoning request has obtained 49.79% consenting signatures from adjacent property owners within 250' which is less than 60% minimum so will require Council initiation. The property owners have made several attempts to contact neighboring property owners by phone and through mail. An example of a certified letter is attached showing attempts have been made to acquire the 60% minimum consenting signatures from neighboring property owners within 250'. A significant portion of the non-consenting neighbors are located on the east side of I-35 and are up to 1,500' away from the subject property due to the large interstate right-of-way associated with Exit 96. Removing those properties from the calculation would put us just under 70% consenting.

We are also submitting a request to modify the city's comprehensive plan. When the comprehensive plan was created for this large tract of property that overall contains 124.74 acres, the property was assigned an office/business park and community commercial land uses. Office/business park is no longer what the market is looking for as businesses are still transitioned to working from home. As the property is now annexed into the city of Ankeny and is under one ownership, the market would back a light industrial use due to adjacent interstate access.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



June 19, 2023

RE: Rezoning Petition – Hope K. Farms, LLC Property
NE Section approx. 124 Acres of NE 126th Avenue & NE Delaware
Avenue Ankeny, Iowa

To Whom It May Concern:

Planning has begun on approximately 124 acres located northeast of NE 126th Avenue and NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision. Hope K. Farms, LLC is working to rezone approximately 124 acres to a to a light industrial development. The site would consist of multiple out lots for light industrial mixed-use buildings and warehouses. This corner within the city of Ankeny's comprehensive plan shows the future land use as Office/Business Park, Community Commercial, Mixed use. The developer is proposing to change to M-1 Light Industrial that would include all the appropriate landscape buffers and would be ideally suited to the proximity to I-35.

We respectfully request your support of our zoning application by signing the attached petition to rezone the northeast section of the property to M-1 Light Industrial. Hope K. Farms, LLC intends to begin the development and construction of this overall subdivision starting on the east side closest to I-35 in the fall of 2024. We feel this development will be an economic benefit to Ankeny by generating a higher tax base with less strain on city resources than R-1 zoning. We would appreciate your support with this request, we believe this development project will complement the surrounding uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

To show your support in starting this rezoning process, please sign the attached petition and return in the self-addressed stamped envelope to:

Regards,

Tim Day, Director of Real
Estate & Development
Hope K. Farms, LLC
4500 Westown Pkwy,
Suite 277
West Des Moines IA
50266

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address: on Map

request that said real estate be rezoned from its present classification of R-1 to M-1 for the
purpose of allowing the following use(s):
Light Industrial Business Park

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to M-1.

Parcel owner(s) signatures

Hope K. Farms, LLC

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: MARTIN, RICHARD R, and MARTIN, STACEY

Address: 2485 NW 70TH AVE ANKENY, IA 50023-9330

Signature: _____ Date: _____

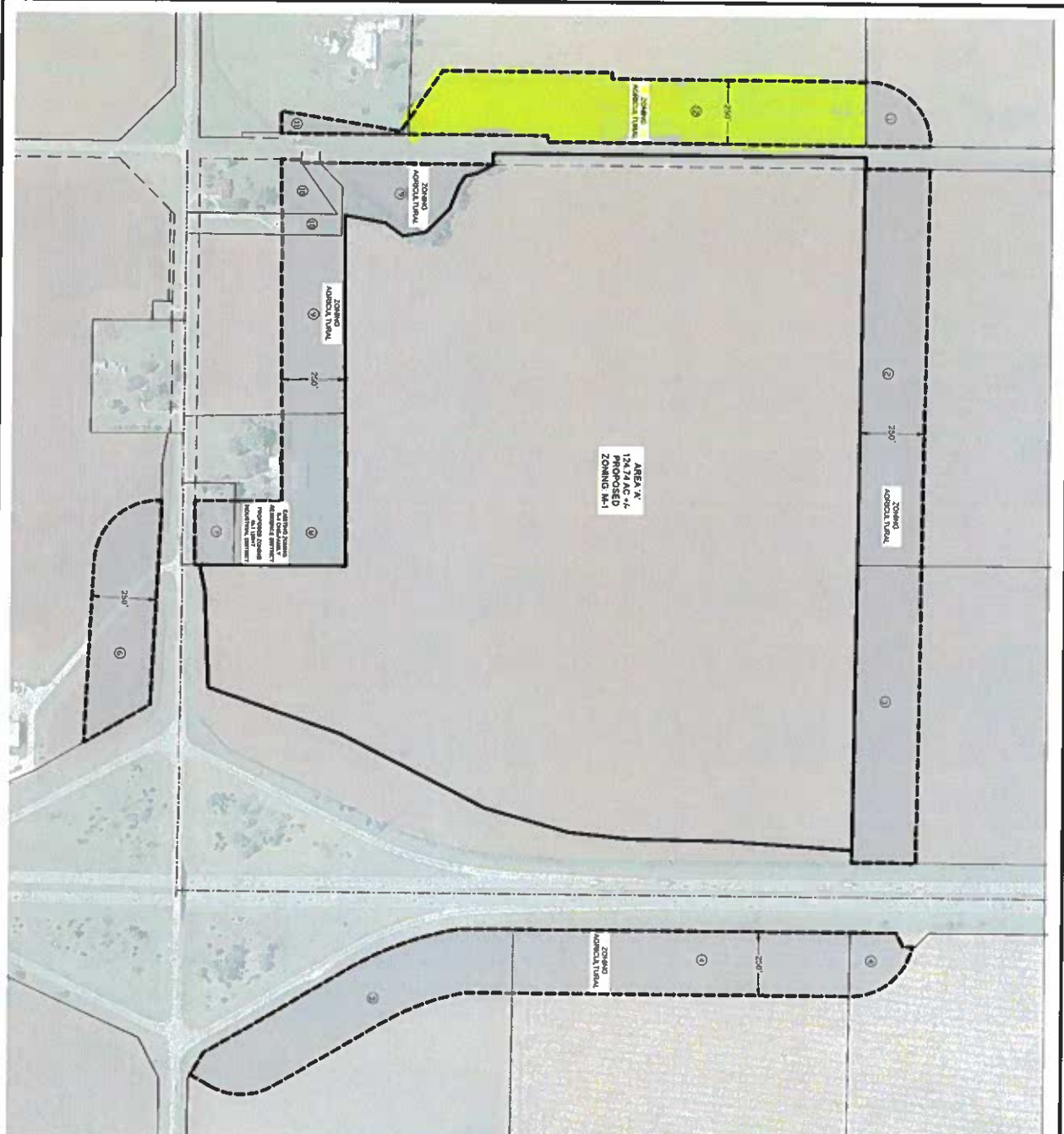
Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____



VICINITY MAP



OWNER / APPLICANT

JOHN L. FARRIS, LLC
 4200 WESTBORN HIGHWAY, SUITE 227
 ANKENY, IOWA 50220
 PHONE: (515) 369-4400

ZONING

EXISTING: R-1 ONE FAMILY RESIDENCE DISTRICT
 PROPOSED: M-1 LIGHT INDUSTRIAL DISTRICT

ADJACENT OWNERSHIP

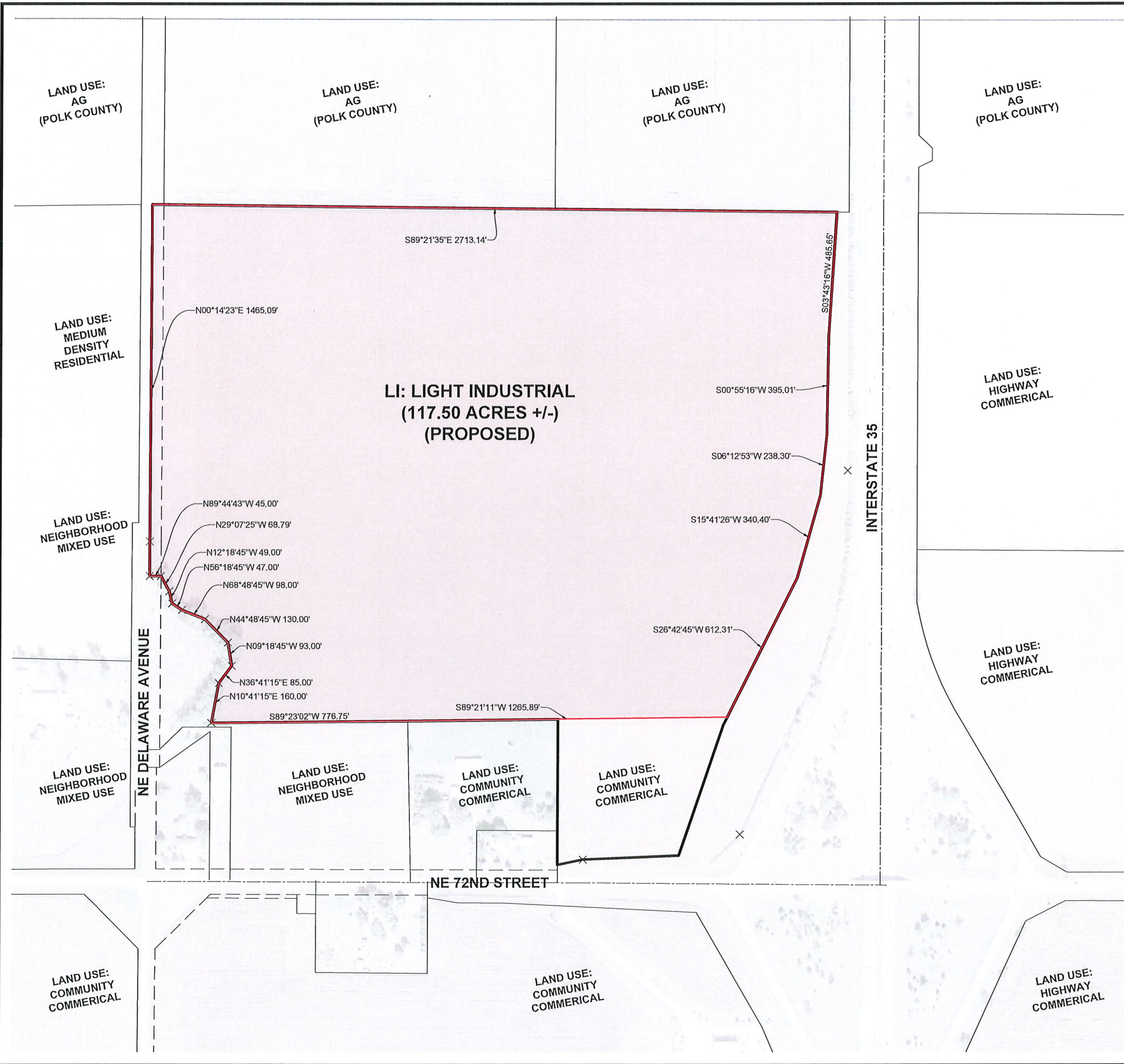
OWNER	ACRES	PERCENT	COMMENTS
1. BILLY & JILL LAMORELLO	1.14 AC	1.85%	
2. ADRIAN INVESTMENTS LLC	8.90 AC	14.41%	
3. JILL JOHNSON	8.09 AC	13.02%	
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93. JILL JOHNSON	7.35 AC	11.93%	
94. JILL JOHNSON	7.35 AC	11.93%	
95. JILL JOHNSON	7.35 AC	11.93%	
96. JILL JOHNSON	7.35 AC	11.93%	
97. JILL JOHNSON	7.35 AC	11.93%	
98. JILL JOHNSON	7.35 AC	11.93%	
99. JILL JOHNSON	7.35 AC	11.93%	
100. JILL JOHNSON	7.35 AC	11.93%	

REZONING DESCRIPTION

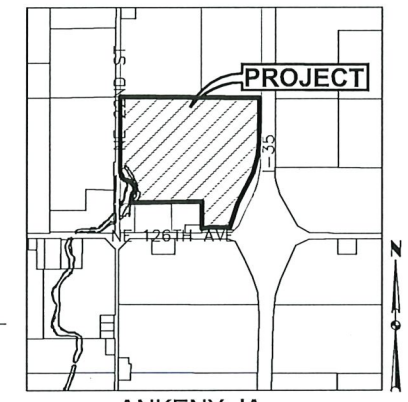




FILE: H:\2023\212836\Drawings\212836-LAND USE AMENDMENT.DWG
PLOT DATE: 4/26/2023 4:08 PM
DRAWN BY: JARED MURRAY
CHECKED BY: JARED MURRAY



VICINITY MAP



OWNER / APPLICANT

HOPE K. FARMS, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMF.COM

LAND USE DESIGNATION

EXISTING: OB: OFFICE / BUSINESS PARK
CC: COMMUNITY COMMERCIAL
NMU: NEIGHBORHOOD MIXED USE

PROPOSED: LI: LIGHT INDUSTRIAL

PROPOSED LAND USE AMENDMENT DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTION QUARTER, 2713.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 03°43'16" WEST ALONG SAID WESTERLY LINE, 485.65 FEET; THENCE SOUTH 00°55'16" WEST ALONG SAID WESTERLY LINE, 395.01 FEET; THENCE SOUTH 06°12'53" WEST ALONG SAID WESTERLY LINE, 238.30 FEET; THENCE SOUTH 15°41'26" WEST ALONG SAID WESTERLY LINE, 340.40 FEET; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY LINE, 612.31 FEET; THENCE SOUTH 89°21'11" WEST AND ALONG THE NORTH LINE OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 1265.89 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 89°23'02" WEST, 776.75 FEET; THENCE NORTH 10°41'15" EAST, 160.00 FEET; THENCE NORTH 36°41'15" EAST, 85.00 FEET; THENCE NORTH 09°18'45" WEST, 93.00 FEET; THENCE NORTH 44°48'45" WEST, 130.00 FEET; THENCE NORTH 68°48'45" WEST, 98.00 FEET; THENCE NORTH 56°18'45" WEST, 47.00 FEET; THENCE NORTH 12°18'45" WEST, 49.00 FEET; THENCE NORTH 29°07'25" WEST, 68.79 FEET; THENCE NORTH 89°44'43" WEST, 45.00 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°14'23" EAST ALONG SAID WEST LINE, 1465.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.50 ACRES (5,118,317 SQUARE FEET).

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date June 3, 2025

Ayes 5 Nays 0 Absent 1

APPROVED

Chairperson J. Raff
Secretary B. Lughang

DATE

REVISIONS

2ND SUBMITTAL

1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

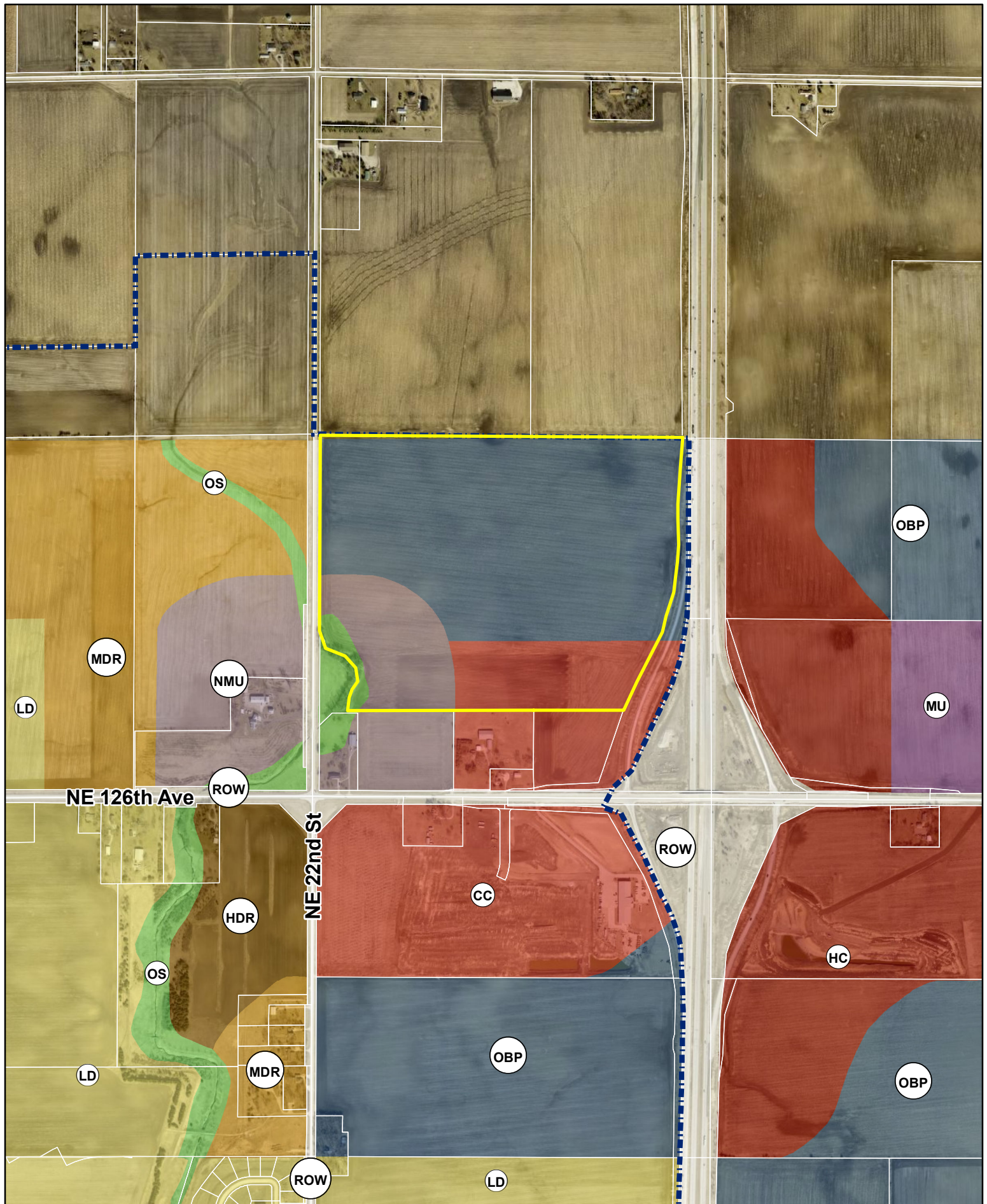
TECH: CWO

ENGINEER: JMM

ANKE NY, IOWA

HOPE INDUSTRIAL PARK
LAND USE AMENDMENT

2212.836



May 20, 2025

Referencing Agenda Items #6, #7, #8

From: [Bryan Morrissey](#)
To: [welcher](#)
Cc: [Brenda Fuglsang](#)
Subject: RE: [External] Planning and Zoning
Date: Tuesday, May 20, 2025 1:17:10 PM

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

May 20, 2025 BT

Rory & Cindy,

Thank you for your correspondence. In my opinion, this message would be most appropriate with the Plan and Zoning Commission as they (and the City Council later in the process) will be the ones voting on the proposed rezoning. The Commission often times take questions and concerns from neighboring property owners into account.

Would you like me to forward your message to the Commission so they can receive and file it for their meeting tonight? Thanks.

Bryan Morrissey | Associate Planner
City of Ankeny

From: welcher
Sent: Tuesday, May 20, 2025 12:58 PM
To: Bryan Morrissey
Subject: [External] Planning and Zoning

xmlns="<http://www.w3.org/TR/REC-html40>">

Good Afternoon Bryan,

I wanted to share some of my concerns about the future building plans that will affect Our living quality at 2390 NE 126th Ave. Elkhart Iowa 50073.

I was told by Todd Rueter that a new Casey's was going to be built on his land just South and East of my house across 126th. This Caseys is to offer services to the interstate traffic as well as local and will be in operation 24 hours each day. It will be very difficult for us to live here with this happening due to the constant traffic and noise associated with such a business. I have lived at this location for almost 27 years and did not expect to be required to buy a new house at a different location at 70 years of age and retired. I would think there would be some kind of distance restriction for a business like this to be built away from existing homes.

I have not heard what else is being planned for building on the Kimberly development North and East of us. I do know the Gary and Jeannie Uhl wish to sell their land as commercial property which would put businesses right beside us.

We have also seen a great increase in traffic due to road construction. This has caused several recent accidents, and at times, we can't get out of our driveway safely. Our mail boxes are on the South side of 126th and a slower traffic would make getting our mail much safer.

It would be good if in the speed limit could be reduced in this area along 126th Ave.

Thanks
Rory & Cindy Welcher



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-54 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area A) owned by Hope K. Farms, LLC from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of approximately 124.74 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The property is currently zoned R-1, One-Family Residence District, which was the zoning district assigned to the property when it was annexed into Ankeny in 2022. The subject property is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject property be rezoned and that the rezoning consist of two separate zoning areas/classifications; M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District. The two separate zoning classifications are depicted on the applicant's rezoning exhibit as Area 'A' and Area 'B'. Area 'A' is approximately 117.50 acres (+/-) and is situated to the north of the properties that front NE 72nd Street, while Area 'B' is approximately 7.24 acres (+/-) and fronts NE 72nd Street. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10 Future Land Use Map currently identifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. As mentioned in the previous discussion, Hope K. Farms

is requesting an amendment to the Future Land Use Map to change approximately 117.50 acres (+/-) of land within the subject property to Light Industrial. The proposed amendment will line up with Area 'A' (M-1, Light Industrial District) on the proposed rezoning should it be approved.

CITY MANAGER/STAFF RECOMMENDATIONS:

Accept first consideration of Ordinance 2232 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025 the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Hope K. Farms, LLC from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan & Zoning Commission held a public hearing at their meeting on May, 20, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-54.

Consider motion to accept first consideration of ORDINANCE 2232.

ATTACHMENTS

1. PH Coversheet
2. Ordinance
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. PZ Approved Rezoning Exhibit
7. Aerial Map
8. Welcher Correspondence



PUBLIC HEARING 2025-54

5:30 P.M.

JULY 7, 2025

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2232 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Hope K Farms, LLC.

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

TO: M-1, Light Industrial District with Use Restrictions (Area A)

Layman's Description – approximately 117.50 acres (+/-) of land located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2025-54.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2232.

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT TO M-1, LIGHT INDUSTRIAL DISTRICT WITH USE RESTRICTIONS (AREA A)

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of May 2025, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K. Farms, LLC, to be rezoned from the current R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions (Area A) and,

WHEREAS, on the 4th day of August, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTION QUARTER, 2713.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 03°43'16" WEST ALONG SAID WESTERLY LINE, 485.65 FEET; THENCE SOUTH 00°55'16" WEST ALONG SAID WESTERLY LINE, 395.01 FEET; THENCE SOUTH 06°12'53" WEST ALONG SAID WESTERLY LINE, 238.30 FEET; THENCE SOUTH 15°41'26" WEST ALONG SAID WESTERLY LINE, 340.40 FEET; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY LINE, 612.31 FEET; THENCE SOUTH 89°21'11" WEST AND ALONG THE NORTH LINE OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 1265.89 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 89°23'02" WEST, 776.75 FEET; THENCE NORTH 10°41'15" EAST, 160.00 FEET; THENCE NORTH 36°41'15" EAST, 85.00 FEET; THENCE NORTH 09°18'45" WEST, 93.00 FEET; THENCE NORTH 44°48'45" WEST, 130.00 FEET; THENCE NORTH 68°48'45" WEST, 98.00 FEET; THENCE NORTH 56°18'45" WEST, 47.00 FEET; THENCE NORTH 12°18'45" WEST, 49.00 FEET; THENCE NORTH 29°07'25" WEST, 68.79 FEET; THENCE NORTH 89°44'43" WEST, 45.00 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°14'23" EAST ALONG SAID WEST LINE, 1465.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.50 ACRES (5,118,317 SQUARE FEET).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 117.50 acres (+/-) of land located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Hope K. Farms, LLC, from the current R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions (Area A) described as follows:

All of those uses as permitted under Section 192.12.1; with the exception of the following which would be deleted:

- I. Circus, carnival or similar transient enterprise; provided, such structures or buildings shall be at least 200 feet from any R district.
- J. Coal yard, coke yard or wood yard.
- N. Enameling, lacquering or japanning.
- O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- Q. Livery stable or riding academy.
- X. Sawmill and planing mill, including manufacture of wood products not involving chemical treatment.
- Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- CC. Vulcanizing, retreading and recapping of tires.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 4th, day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #7. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #8. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area A and Area B). He stated that the property subject to the proposed map amendment consists of approximately 117.50 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the entire 117.50 acres to the Light Industrial land use. B.Morrissey provided an overview of what the current Office/Business Park, Community Commercial, and Neighborhood Mixed Use classifications are designed for, then provided the same details for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District (Area A) and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B). He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. It is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits. He noted Area A is approximately 117.50 acres and is situated to the north of the properties that front NE 72nd Street, while Area B is approximately 7.24 acres and fronts NE 72nd Street. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A (M-1, Light Industrial District) should the proposed rezoning be approved. The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. B.Morrissey stated that on April 21, 2025, the City Council acted and initiated the rezoning request, which officially started the rezoning process for the subject property. He stated that all notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, Iowa said he did not have anything further to provide to the Commission. There were no questions from the Commission.

Linda and Jason Wattonville, 12702 NE 22nd Street, stated that they currently live near this proposed rezoning. Linda Wattonville said that there is currently quite a bit of traffic at the corner of NE 126th Avenue and NE 22nd Street. She then shared questions/concerns relating to traffic, access points for the new development, preservation of the

wildlife/watershed in the area and the increase in lights and sound. She noted that they already can see the industrial park lights two miles away in Elkhart from their property. Jason Wattonville added that if this does get approved, they want to see the creek and tree line be preserved as it certainly makes the area look nice.

Rory Welcher, 2390 NE 126th Avenue, Ankeny pointed out on the map the location of his property in comparison to this rezoning request. He shared concerns about the location of the access for the subject property north of NE 126th Avenue. He also mentioned that the land east of his property is currently under water and if they build up the land for this development, his property will be the lowest point, which would then cause the water to collect on his property. He also shared concerns about the speed limit on NE 126th Avenue.

Motion by A. Renaud to close the public hearing, and receive and file documents. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Chair Rapp addressed the audience informing them that at the June 3, 2025 Plan and Zoning Commission meeting staff will present a full Staff Report that will provide information regarding the questions and comments that have been raised during the public hearing.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 3, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

Chair Rapp stated the Commission received correspondence from Linda and Jason Wattonville 12702, NE 22nd Street, Alleman, Iowa regarding agenda Items #8 and #9.

Motion by T.Ripper to receive and file correspondence from Linda and Jason Wattonville. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #9. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #10. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and the proposed map amendment consists of approximately 117.50 acres of land located northeast of the intersection NE Delaware Avenue and NE 72nd Street intersection. He stated that the property subject to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community

Commercial, and Neighborhood Mixed Use land uses. B.Morrissey provided an overview of what the use classifications are for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District known as Area A, approximately 117.50 acres and C-2, General Retail, Highway Oriented, and Central Business Commercial District known as Area B approximately 7.24 acres. He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersections. The property is currently zoned R-1, One-Family Residence District as this was a zoning classification assigned to the property when it was annexed into the city in late 2022. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A, M-1, Light Industrial District, should the proposed rezoning be approved. The Plan and Zoning Commission held a public hearing on May 20, 2025 and questions were brought up regarding traffic, light and sound pollution, disturbance of natural features in the area, specifically a stream and trees located near the site. B.Morrissey commented that as stated earlier, the process of a traffic study for the area has started; however, it is not expected to be finalized until later in the development process. He further said that staff will require that any on-site exterior lighting be in accordance with the Code, which will be reviewed during the site plan process and should noise become an issue, the Ankeny Police Department will conduct a decibel test to determine if any noise is in violation of the Code. He stated that as it relates to the natural features, site specifics are difficult to discuss at this time without a site plan to review. He noted that the direction of post development drainage flows should be similar to where drainage flows currently and redirecting of flows onto neighboring properties is uncommon. On-site detention will be required during the site planning process. City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

T.Rapp commented that due to the proposed development's proximity to I-35, any kind of access point on NE 126th Avenue and NE 22nd Street will not only be scrutinized by Ankeny's traffic engineer but the IDOT as well.

The applicant/representative had no further comments for the Commission.

Motion by L.West to recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10 Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One Family Residence District to M-1, Light Industrial District with Use Restrictions. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Motion by T.Ripper to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (Area B) from R-1, One-Family Residence District to C-2, General Retail Highway Oriented, and Central Business District. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: Action: Hope Industrial Park – Amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map & Rezoning*
Report Date: May 15, 2025
Prepared By: Bryan Morrissey *ESC*
 Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Discussion - Land Use Plan Amendment

Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*. The property subject to the proposed map amendment consist of approximately 117.50 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection.

The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the subject area of the Future Land Use Map to the Light Industrial land use. The proposed amendment is associated with and will run in conjunction with the Hope Industrial Park Rezoning, which is proposing that approximately 117.50 acres (+/-) of land be rezoned to M-1, Light Industrial District (Area 'A').

The Future Land Use map indicates that the surrounding areas neighboring the subject site are suitable for Community Commercial, Neighborhood Mixed Use, and Open Space uses. The following paragraphs describe the intent of the existing and proposed categories from The Ankeny Plan 2040 Comprehensive Plan:

Existing: Office/Business Park

This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Existing: Community Commercial

This land use category is designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to 5 miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. These retail areas typically consist of large box stores and multi-tenant shopping centers. Sites are generally greater than 20 acres.
--

Existing: Neighborhood Mixed Use

This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

Proposed: Light Industrial

This land use category is designed to accommodate most types of light industrial uses as well as warehouse and distribution facilities. Appropriate light industrial activity includes fabrication, manufacturing, assembly, or processing of materials that are in refined form and do not require transformation that creates smoke, gas, odor, dust, vibrations, soot, or other noxious elements. Lot sizes will vary based on specific use, but will typically require larger lots with a minimum of 10,000 sq. ft. Sites should be located on arterial and/or collector streets.

Discussion – Rezoning

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of approximately 124.74 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The property is currently zoned R-1, One-Family Residence District, which was the zoning district assigned to the property when it was annexed into Ankeny in 2022. The subject property is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject property be rezoned and that the rezoning consist of two separate zoning areas/classifications; M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District. The two separate zoning classifications are depicted on the applicant's rezoning exhibit as *Area 'A' and Area 'B'*. *Area 'A'* is approximately 117.50 acres (+/-) and is situated to the north of the properties that front NE 72nd Street, while *Area 'B'* is approximately 7.24 acres (+/-) and fronts NE 72nd Street. The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10 Future Land Use Map* currently identifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. As mentioned in the previous discussion, Hope K. Farms is requesting an amendment to the Future Land Use Map to change approximately 117.50 acres (+/-) of land within the subject property to Light Industrial. The proposed amendment will line up with *Area 'A'* (M-1, Light Industrial District) on the proposed rezoning should it be approved.

The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. With that being said, the City Council does have the ability to initiate a rezoning request should the applicant not meet the minimum petition requirements. On April 21, the City Council took action and initiated the rezoning request, which officially started the rezoning process.

Notification of the public hearings were mailed to the surrounding property owners for both the land use plan amendment and rezoning on May 7, 2025; and a legal notice was published in the Des Moines Register for both public hearings on May 9, 2025. The City of Ankeny's Zoning Ordinance requires that the applicant post public notification signage on the property to inform the public of the proposed rezoning and land use plan amendment, as well as the time and place of the public hearing. The applicant posted on-site signage on Wednesday, May 7 2025, providing the required seven days of notification for the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use plan amendment and rezoning on May 20, 2025. During the public hearing, three members of the public addressed the Commission. The following topics were discussed:

Traffic & Access Points

Traffic concerns were brought up by multiple members of the public along NE 72nd Street and NE Delaware Avenue. Property owners shared their concerns about additional traffic the site may bring to the area in the future should it be developed.

The land subject to the Land Use Plan Amendment and Rezoning has started the process of working on a traffic study in coordination with the City; however, it is not expected that the traffic study will be finalized until later in the development process. The associated traffic study will need to be finalized and approved prior to any site plan being approved. The primary purpose of a traffic impact study is to identify impacts to the transportation system due to the proposed development and to recommend any necessary improvements along any public right-of-way. Examples of improvements can include:

- Adding or lengthening turn lanes at intersections
- Adding or modifying traffic signals in the area
- Access management
- Replacement or rehabilitation of existing pavement

Access points that stem from public streets have not been determined at this time for the subject property. Any proposed access point will be reviewed and approved in conjunction with the associated traffic study and site plan. There is a possibility for access drives to stem off both NE Delaware Avenue and NE 72nd Street; however, access drives cannot impede on neighboring properties unless those properties are owned by the same entity developing the subject property, or an easement is granted by the property owner.

Light and Sound Pollution

One member of the public shared their concerns about the potential development bringing additional light and sound to the area. Being that this is a rezoning and land use plan amendment request, plans have not been reviewed that may impact light or sound for neighboring properties in the area. With that being said, a site plan review will be conducted in the future prior to any development. During the review process, staff will require that any on-sight exterior lighting be directed downwards and away from any neighboring properties in accordance with Code Section 192.02(3)(A). In terms of noise pollution that may stem from the potential development, the Ankeny Police Department handles any noise complaints. Should noise become an issue, the department will conduct a decibel test to determine if any noise is in violation of Chapter 44 of the Code.

Preservation of Natural Features

Members of the public brought up natural features in the area, and more particularly, a stream and mature trees that lie near the southwest corner of the site. Members of the public expressed their wishes that those particular features not be disturbed with the future development. As mentioned previously, this is just the rezoning phase of the potential development. Site specifics are difficult to discuss at this time without a site plan to review. With that being said, a site plan review will take place in the future prior to development. One section of the Code that deals with the review process requires that mature trees be protected whenever possible. Additionally, the trees and stream in question are only partially on the subject property, and sit more so on the property owned by Kathie

Olenius. The site plan review process combined with the stream sitting primarily on a different property make it unlikely that major disturbances will happen to the stream or trees.

Stormwater Runoff

One member of the public had concerns about future stormwater runoff potentially impacting his property if the subject property were to be developed. Generally speaking, the direction of post development drainage flows should be similar to where drainage flows currently. The redirecting of flows onto neighboring properties is uncommon unless it is flowing to a body of water such as stream or creek. Additionally, on-site detention will be required during the site planning process. This will allow for the controlled release of stormwater in the area. A stormwater management plan will be reviewed and approved during the site planning process to ensure that appropriate measures are taken when managing stormwater runoff.

Summary

The conditions outlined previously influence City staff in determining that the proposed change in land use from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial is appropriate on the Future Land Use Map. Staff has also determined that the rezoning request from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District is appropriate.

Lastly, City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. The uses staff is recommending not be allowed on the subject property are listed below:

- Circus, Carnival or similar transient enterprise; provided, that such structures or building shall be at least two hundred feet from any R district.
- Coal yard, coke yard or wood yard.
- Enameling, lacquering or japanning.
- Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- Livery stable or riding academy.
- Sawmill and planing mill including manufacture of wood products not involving chemical treatment.
- The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- Vulcanizing, retreading and recapping of tires.

With that being said, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

Additionally, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

And lastly, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

April 4, 2025

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning & Land Use Plan Amendments – Hope Industrial Park

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 124.74 acres located to the northeast of NE 126th Ave and NE 22nd Street in Ankeny, Iowa. The existing zoning of the property is R-1 One-Family Residential District, and we are requesting to rezone the entire property to M-1 Light Industrial District.

The proposed rezoning request has obtained 49.79% consenting signatures from adjacent property owners within 250' which is less than 60% minimum so will require Council initiation. The property owners have made several attempts to contact neighboring property owners by phone and through mail. An example of a certified letter is attached showing attempts have been made to acquire the 60% minimum consenting signatures from neighboring property owners within 250'. A significant portion of the non-consenting neighbors are located on the east side of I-35 and are up to 1,500' away from the subject property due to the large interstate right-of-way associated with Exit 96. Removing those properties from the calculation would put us just under 70% consenting.

We are also submitting a request to modify the city's comprehensive plan. When the comprehensive plan was created for this large tract of property that overall contains 124.74 acres, the property was assigned an office/business park and community commercial land uses. Office/business park is no longer what the market is looking for as businesses are still transitioned to working from home. As the property is now annexed into the city of Ankeny and is under one ownership, the market would back a light industrial use due to adjacent interstate access.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



June 19, 2023

RE: Rezoning Petition – Hope K. Farms, LLC Property
NE Section approx. 124 Acres of NE 126th Avenue & NE Delaware
Avenue Ankeny, Iowa

To Whom It May Concern:

Planning has begun on approximately 124 acres located northeast of NE 126th Avenue and NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision. Hope K. Farms, LLC is working to rezone approximately 124 acres to a to a light industrial development. The site would consist of multiple out lots for light industrial mixed-use buildings and warehouses. This corner within the city of Ankeny's comprehensive plan shows the future land use as Office/Business Park, Community Commercial, Mixed use. The developer is proposing to change to M-1 Light Industrial that would include all the appropriate landscape buffers and would be ideally suited to the proximity to I-35.

We respectfully request your support of our zoning application by signing the attached petition to rezone the northeast section of the property to M-1 Light Industrial. Hope K. Farms, LLC intends to begin the development and construction of this overall subdivision starting on the east side closest to I-35 in the fall of 2024. We feel this development will be an economic benefit to Ankeny by generating a higher tax base with less strain on city resources than R-1 zoning. We would appreciate your support with this request, we believe this development project will complement the surrounding uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

To show your support in starting this rezoning process, please sign the attached petition and return in the self-addressed stamped envelope to:

Regards,

Tim Day, Director of Real
Estate & Development
Hope K. Farms, LLC
4500 Westown Pkwy,
Suite 277
West Des Moines IA
50266

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address: on Map

request that said real estate be rezoned from its present classification of R-1 to M-1 for the
purpose of allowing the following use(s):
Light Industrial Business Park

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to M-1.

Parcel owner(s) signatures

Hope K. Farms, LLC

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: MARTIN, RICHARD R, and MARTIN, STACEY

Address: 2485 NW 70TH AVE ANKENY, IA 50023-9330

Signature: _____ Date: _____

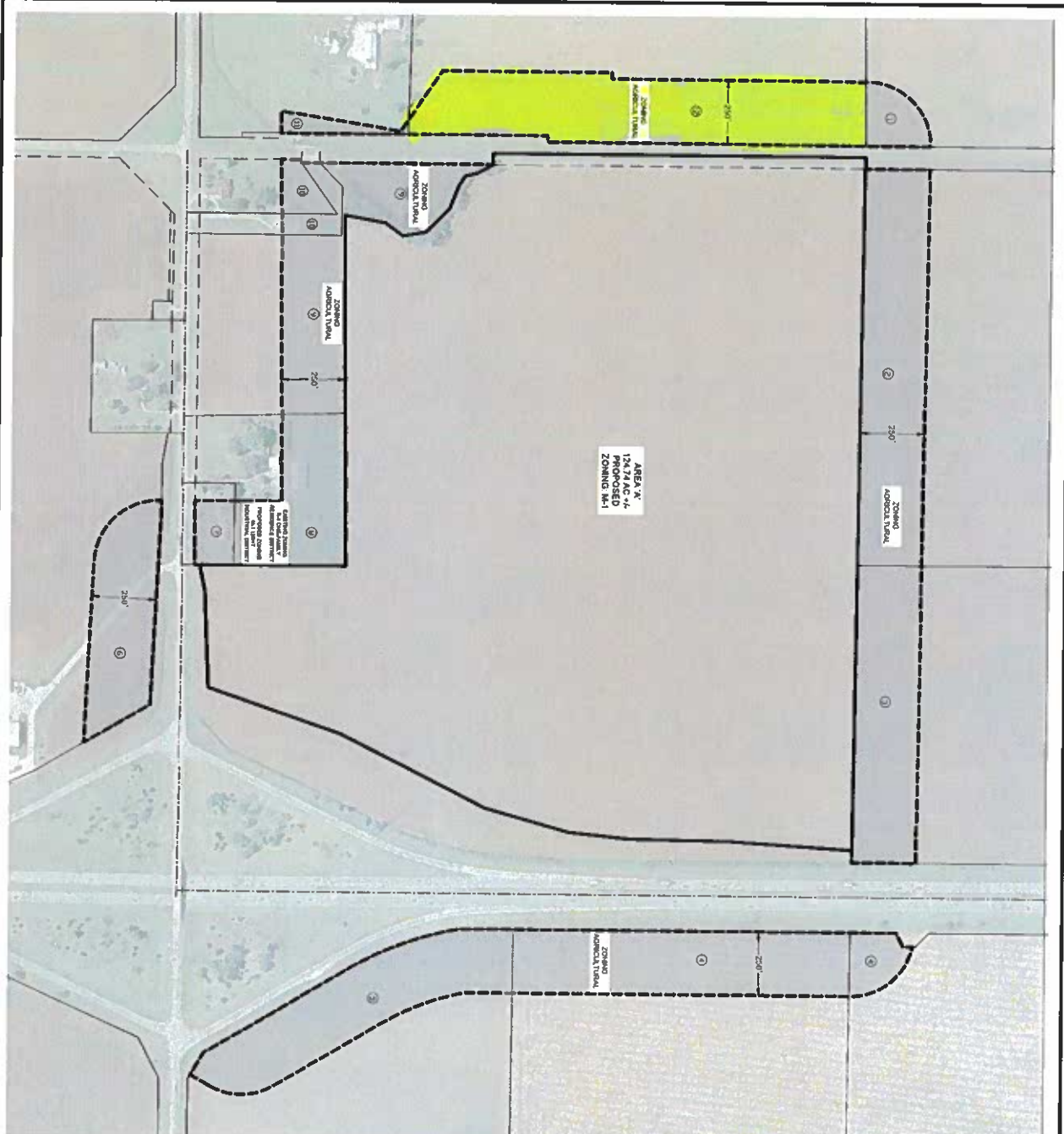
Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____



VICINITY MAP



ANKENY, IA

OWNER / APPLICANT

JOHN L. FARRIS, LLC
 4200 WESTBURY PARKWAY, SUITE 227
 ANKENY, IA 50020
 ESTATE, ANKENY, IOWA 50020

ZONING

EXISTING: R-1 ONE FAMILY RESIDENCE DISTRICT
 PROPOSED: M-1 LIGHT INDUSTRIAL DISTRICT

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	COMMENTS
1. BR. LANDSCAPE TRUST, BRUNN & KELLY LANDSCAPE	11.4 AC.	1.85%	
2. ADRIAN INVESTMENTS LLC	8.90 AC.	14.41%	
3. JBL, JOHNSON & SONS	8.09 AC.	14.02%	
4. FARMER, MAY, KIM, LAMBERT, INC.	7.35 AC.	11.93%	
5. JACOBSON & SONS, INC.	7.35 AC.	11.93%	
6. REYNOLDS, E. TRUST, PACE, PACE, BRUNN & KELLY LANDSCAPE	4.48 AC.	7.27%	
7. CARY & SONS, INC.	4.48 AC.	7.27%	
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REZONING DESCRIPTION



ROLL CALL

Plan & Zoning Commission

Ankeny, IA

Date June 3, 2025

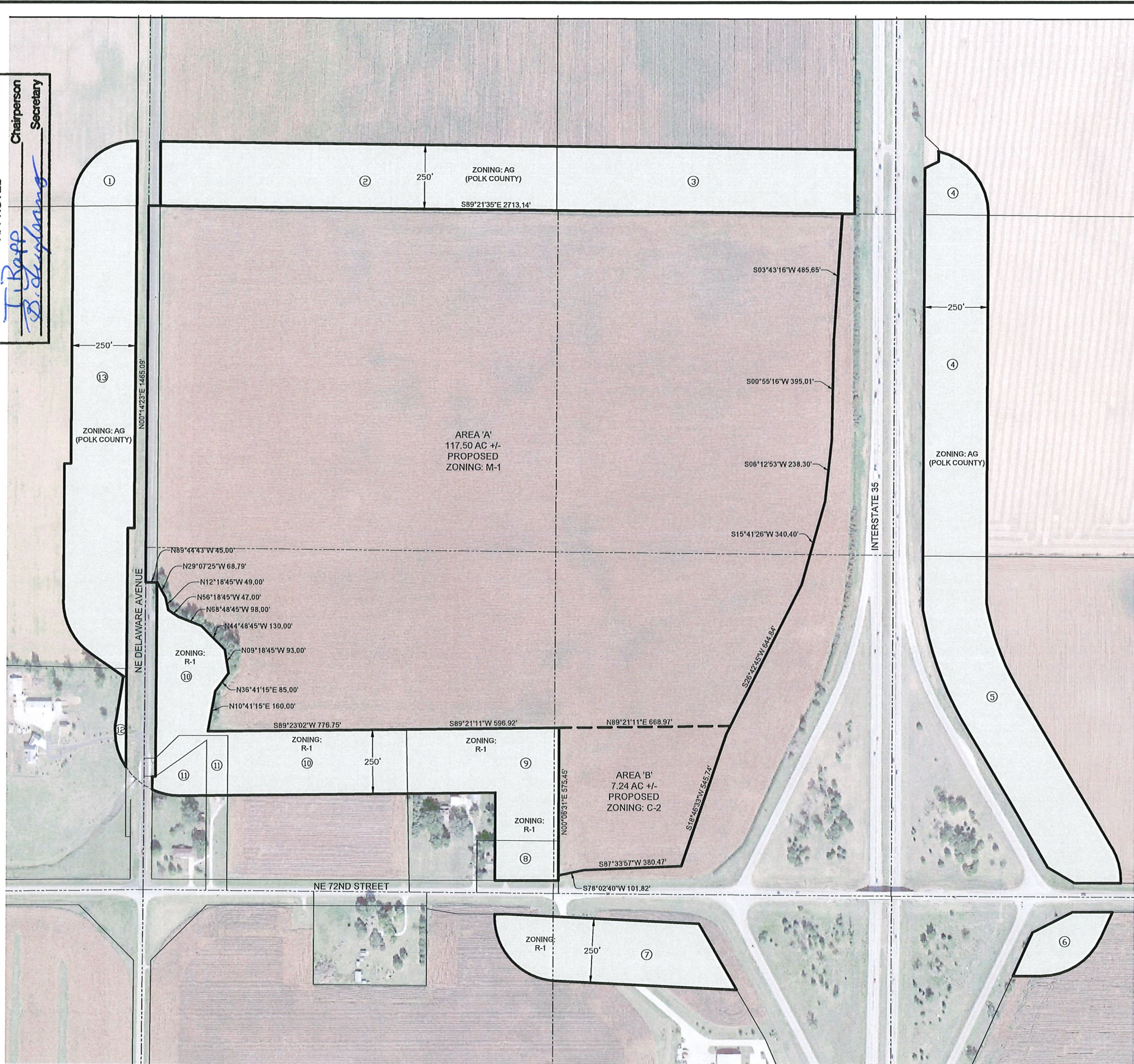
Ayes 5 Nays 0 Abstain — Absent 1

APPROVED

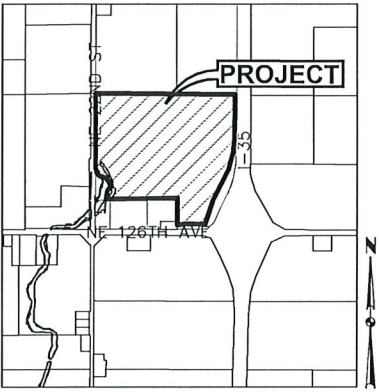
Chairperson

Secretary

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PLOTTER: HP
PLOT DATE: 4/28/2025 4:09 PM
DRAWN BY: JAMES MURRAY



VICINITY MAP



OWNER / APPLICANT

HOPE K. FARMS, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMG.COM

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: M-1: LIGHT INDUSTRIAL DISTRICT
C-2: GENERAL RETAIL, HIGHWAY ORIENTATED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. BK LINNEMEYER TRUST, BRIAN & KELLI LINNEMEYER	1.14 AC.	1.80%	X
2. AGRIFINANCE INVESTORS LLC	8.90 AC.	14.04%	X
3. HILDRETH FARMS LLC	6.69 AC.	10.55%	
4. JOEL L JOHNSON TRUST	8.68 AC.	13.70%	
5. STANLEY BAY FARM ENTRPRISE INC	8.03 AC.	12.66%	
6. UPPER MIDWEST PROPERTIES LLC	1.36 AC.	2.14%	
7. ALEX RUETER, KAREN WALL, KIM RUETER, KIM RUETER REVOCABLE TRUST, PAIGE RUETER BENLAALA, TERRI NATION & TODD RUETER	4.74 AC.	7.49%	X
8. RORY & CINDY WELCHER	0.89 AC.	1.41%	
9. GARY UHL & JEANNE HOUGE	4.49 AC.	7.09%	
10. DENNIS JONES, KAREN TWEDT & KATHIE OLENIUS	6.66 AC.	10.51%	X
11. CINDY TAYLOR & ELVIN HEBNER JR	1.43 AC.	2.26%	
12. JASON & LINDA WATTONVILLE	0.26 AC.	0.41%	
13. RICHARD & STACEY MARTIN	10.11 AC.	15.95%	X
	63.38 AC.	100%	49.79%

AREA 'A' REZONING DESCRIPTION

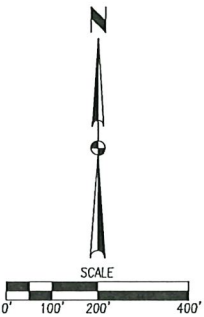
A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTION QUARTER, 2713.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 03°43'16" WEST ALONG SAID WESTERLY LINE, 485.65 FEET; THENCE SOUTH 00°55'16" WEST ALONG SAID WESTERLY LINE, 395.01 FEET; THENCE SOUTH 06°12'53" WEST ALONG SAID WESTERLY LINE, 238.30 FEET; THENCE SOUTH 15°41'26" WEST ALONG SAID WESTERLY LINE, 340.40 FEET; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY LINE, 612.31 FEET; THENCE SOUTH 89°21'11" WEST AND ALONG THE NORTH LINE OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 1265.89 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 89°23'02" WEST, 776.75 FEET; THENCE NORTH 10°41'15" EAST, 160.00 FEET; THENCE NORTH 36°41'15" EAST, 85.00 FEET; THENCE NORTH 09°18'45" WEST, 93.00 FEET; THENCE NORTH 44°48'45" WEST, 130.00 FEET; THENCE NORTH 68°48'45" WEST, 98.00 FEET; THENCE NORTH 56°18'45" WEST, 47.00 FEET; THENCE NORTH 12°18'45" WEST, 49.00 FEET; THENCE NORTH 29°07'25" WEST, 68.79 FEET; THENCE NORTH 89°44'43" WEST, 45.00 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°14'23" EAST ALONG SAID WEST LINE, 1465.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.50 ACRES (5,118,317 SQUARE FEET).

AREA 'B' REZONING DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218; THENCE NORTH 89°21'11" EAST, 668.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.53 FEET; THENCE SOUTH 18°46'33" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 545.74 FEET; THENCE SOUTH 87°33'57" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 380.47 FEET; THENCE SOUTH 78°02'40" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 101.82 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTH 200 FEET OF THE EAST 320 FEET OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE NORTH 00°06'31" EAST ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF SAID PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 575.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.24 ACRES (315,398 SQUARE FEET).



DATE

REVISIONS

2ND SUBMITTAL

1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: CWO/JDS

ENGINEER: JMM

HOPE INDUSTRIAL PARK
REZONING EXHIBIT

ANKENY, IOWA

2212.836



N

1 inch = 900 feet

Date: 5/12/2025

Hope Industrial Park - Rezoning Area 'A'

May 20, 2025

Referencing Agenda Items #6, #7, #8

From: [Bryan Morrissey](#)
To: [welcher](#)
Cc: [Brenda Fuglsang](#)
Subject: RE: [External] Planning and Zoning
Date: Tuesday, May 20, 2025 1:17:10 PM

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

May 20, 2025 BT

Rory & Cindy,

Thank you for your correspondence. In my opinion, this message would be most appropriate with the Plan and Zoning Commission as they (and the City Council later in the process) will be the ones voting on the proposed rezoning. The Commission often times take questions and concerns from neighboring property owners into account.

Would you like me to forward your message to the Commission so they can receive and file it for their meeting tonight? Thanks.

Bryan Morrissey | Associate Planner
City of Ankeny

From: welcher
Sent: Tuesday, May 20, 2025 12:58 PM
To: Bryan Morrissey
Subject: [External] Planning and Zoning

xmlns="<http://www.w3.org/TR/REC-html40>">

Good Afternoon Bryan,

I wanted to share some of my concerns about the future building plans that will affect Our living quality at 2390 NE 126th Ave. Elkhart Iowa 50073.

I was told by Todd Rueter that a new Casey's was going to be built on his land just South and East of my house across 126th. This Caseys is to offer services to the interstate traffic as well as local and will be in operation 24 hours each day. It will be very difficult for us to live here with this happening due to the constant traffic and noise associated with such a business. I have lived at this location for almost 27 years and did not expect to be required to buy a new house at a different location at 70 years of age and retired. I would think there would be some kind of distance restriction for a business like this to be built away from existing homes.

I have not heard what else is being planned for building on the Kimberly development North and East of us. I do know the Gary and Jeannie Uhl wish to sell their land as commercial property which would put businesses right beside us.

We have also seen a great increase in traffic due to road construction. This has caused several recent accidents, and at times, we can't get out of our driveway safely. Our mail boxes are on the South side of 126th and a slower traffic would make getting our mail much safer.

It would be good if in the speed limit could be reduced in this area along 126th Ave.

Thanks
Rory & Cindy Welcher



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2025-55 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property (Area B) owned by Hope K. Farms, LLC, from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of approximately 124.74 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The property is currently zoned R-1, One-Family Residence District, which was the zoning district assigned to the property when it was annexed into Ankeny in 2022. The subject property is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject property be rezoned and that the rezoning consist of two separate zoning areas/classifications; M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District. The two separate zoning classifications are depicted on the applicant's rezoning exhibit as *Area 'A'* and *Area 'B'*. *Area 'A'* is approximately 117.50 acres (+/-) and is situated to the north of the properties that front NE 72nd Street, while *Area 'B'* is approximately 7.24 acres (+/-) and fronts NE 72nd Street. The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10 Future Land Use Map* currently identifies the subject area as being suitable for Office/Business Park, Community

Commercial, and Neighborhood Mixed Use land uses. As mentioned in the previous discussion, Hope K. Farms is requesting an amendment to the Future Land Use Map to change approximately 117.50 acres (+/-) of land within the subject property to Light Industrial. The proposed amendment will line up with *Area 'A'* (M-1, Light Industrial District) on the proposed rezoning should it be approved.

CITY MANAGER/STAFF RECOMMENDATIONS:

Accept first consideration of Ordinance 2233 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On June 3, 2025, the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Hope K. Farms, LLC from R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on May 20, 2025.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-55.

Consider motion to accept first consideration of ORDINANCE 2233.

ATTACHMENTS

1. PH Coversheet
2. Ordinance
3. PZ Minutes
4. Staff Report
5. Applicant Letter
6. PZ Approved Rezoning Exhibit
7. Aerial Map
8. Welcher Correspondence



PUBLIC HEARING 2025-55

5:30 P.M.

JULY 7, 2025

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2233 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Hope K Farms, LLC.

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

TO: C-2, General Retail, Highway Oriented and Central Business Commercial District (Area B)

Layman's Description – approximately 7.24 acres (+/-) of land located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

Notice of this hearing was published in the Des Moines Register on the 20th day of June, 2025 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2025-55.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2233.

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT (AREA B)

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of May 2025, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K. Farms, LLC, to be rezoned from the current R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B) and,

WHEREAS, on the 4th day of August, 2025, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218; THENCE NORTH 89°21'11" EAST, 668.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.53 FEET; THENCE SOUTH 18°46'33" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 545.74 FEET; THENCE SOUTH 87°33'57" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 380.47 FEET; THENCE SOUTH 78°02'40" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 101.82 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTH 200 FEET OF THE EAST 320 FEET OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE NORTH 00°06'31" EAST ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF SAID PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 575.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.24 ACRES (315,398 SQUARE FEET).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 7.24 acres (+/-) of land located northeast of the NE 72nd Street and NE Delaware Avenue intersection.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by Hope K. Farms, LLC, from the current R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B).

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 4th, day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 20, 2025

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

CALL TO ORDER

Chair Ted Rapp called the May 20, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Trina Flack, Lisa West, Annette Renaud and Todd Ripper. Absent: Glenn Hunter.

Staff present: Eric Jensen, Eric Carstens, Jake Heil, Bryan Morrissey, Laura Hutzell, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 20, 2025 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS:

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #7. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #8. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area A and Area B). He stated that the property subject to the proposed map amendment consists of approximately 117.50 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the entire 117.50 acres to the Light Industrial land use. B.Morrissey provided an overview of what the current Office/Business Park, Community Commercial, and Neighborhood Mixed Use classifications are designed for, then provided the same details for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District (Area A) and C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B). He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. It is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits. He noted Area A is approximately 117.50 acres and is situated to the north of the properties that front NE 72nd Street, while Area B is approximately 7.24 acres and fronts NE 72nd Street. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A (M-1, Light Industrial District) should the proposed rezoning be approved. The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. B.Morrissey stated that on April 21, 2025, the City Council acted and initiated the rezoning request, which officially started the rezoning process for the subject property. He stated that all notification requirements have been met and staff will present a complete staff report at the next Plan and Zoning Commission meeting on June 3, 2025. There were no questions presented from the Commission.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, Iowa said he did not have anything further to provide to the Commission. There were no questions from the Commission.

Linda and Jason Wattonville, 12702 NE 22nd Street, stated that they currently live near this proposed rezoning. Linda Wattonville said that there is currently quite a bit of traffic at the corner of NE 126th Avenue and NE 22nd Street. She then shared questions/concerns relating to traffic, access points for the new development, preservation of the

wildlife/watershed in the area and the increase in lights and sound. She noted that they already can see the industrial park lights two miles away in Elkhart from their property. Jason Wattonville added that if this does get approved, they want to see the creek and tree line be preserved as it certainly makes the area look nice.

Rory Welcher, 2390 NE 126th Avenue, Ankeny pointed out on the map the location of his property in comparison to this rezoning request. He shared concerns about the location of the access for the subject property north of NE 126th Avenue. He also mentioned that the land east of his property is currently under water and if they build up the land for this development, his property will be the lowest point, which would then cause the water to collect on his property. He also shared concerns about the speed limit on NE 126th Avenue.

Motion by A. Renaud to close the public hearing, and receive and file documents. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Chair Rapp addressed the audience informing them that at the June 3, 2025 Plan and Zoning Commission meeting staff will present a full Staff Report that will provide information regarding the questions and comments that have been raised during the public hearing.

Meeting Minutes
Plan & Zoning Commission Meeting
 Tuesday, June 3, 2025
 Ankeny City Council Chambers, Second Floor
 1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the June 3, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the June 3, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

Chair Rapp stated the Commission received correspondence from Linda and Jason Wattonville 12702, NE 22nd Street, Alleman, Iowa regarding agenda Items #8 and #9.

Motion by T.Ripper to receive and file correspondence from Linda and Jason Wattonville. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

BUSINESS ITEMS

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial land use classification

Item #9. Hope K. Farms, LLC request to rezone property (Area A), from R-1, One Family Residence District to M-1, Light Industrial District

Item #10. Hope K. Farms, LLC request to rezone property (Area B) from R-1, One Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District

Staff Report: B.Morrissey reported that Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and the proposed map amendment consists of approximately 117.50 acres of land located northeast of the intersection NE Delaware Avenue and NE 72nd Street intersection. He stated that the property subject to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as being suitable for Office/Business Park, Community

Commercial, and Neighborhood Mixed Use land uses. B.Morrissey provided an overview of what the use classifications are for the proposed Light Industrial land use. He reiterated that the applicant is asking to amend the subject area from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

B.Morrissey reported that the applicant, Hope K. Farms, LLC is also requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District known as Area A, approximately 117.50 acres and C-2, General Retail, Highway Oriented, and Central Business Commercial District known as Area B approximately 7.24 acres. He stated that the area subject to the proposed rezoning consists of approximately 124.74 acres of land located northeast of the NE Delaware Avenue and NE 72nd Street intersections. The property is currently zoned R-1, One-Family Residence District as this was a zoning classification assigned to the property when it was annexed into the city in late 2022. B.Morrissey stated that the proposed amendment to the Future Land Use Map, approximately 117.50 acres of land, will line up with Area A, M-1, Light Industrial District, should the proposed rezoning be approved. The Plan and Zoning Commission held a public hearing on May 20, 2025 and questions were brought up regarding traffic, light and sound pollution, disturbance of natural features in the area, specifically a stream and trees located near the site. B.Morrissey commented that as stated earlier, the process of a traffic study for the area has started; however, it is not expected to be finalized until later in the development process. He further said that staff will require that any on-site exterior lighting be in accordance with the Code, which will be reviewed during the site plan process and should noise become an issue, the Ankeny Police Department will conduct a decibel test to determine if any noise is in violation of the Code. He stated that as it relates to the natural features, site specifics are difficult to discuss at this time without a site plan to review. He noted that the direction of post development drainage flows should be similar to where drainage flows currently and redirecting of flows onto neighboring properties is uncommon. On-site detention will be required during the site planning process. City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

T.Rapp commented that due to the proposed development's proximity to I-35, any kind of access point on NE 126th Avenue and NE 22nd Street will not only be scrutinized by Ankeny's traffic engineer but the IDOT as well.

The applicant/representative had no further comments for the Commission.

Motion by L.West to recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10 Future Land Use Map, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One Family Residence District to M-1, Light Industrial District with Use Restrictions. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Motion by T.Ripper to recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (Area B) from R-1, One-Family Residence District to C-2, General Retail Highway Oriented, and Central Business District. Second by R.Weisheit. All voted aye. Motion carried 5 – 0.

Agenda Item: Action: Hope Industrial Park – Amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map & Rezoning*
Report Date: May 15, 2025
Prepared By: Bryan Morrissey *ESC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.

Discussion - Land Use Plan Amendment

Hope K. Farms, LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*. The property subject to the proposed map amendment consist of approximately 117.50 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection.

The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, currently classifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. The applicant is proposing to amend the subject area of the Future Land Use Map to the Light Industrial land use. The proposed amendment is associated with and will run in conjunction with the Hope Industrial Park Rezoning, which is proposing that approximately 117.50 acres (+/-) of land be rezoned to M-1, Light Industrial District (Area 'A').

The Future Land Use map indicates that the surrounding areas neighboring the subject site are suitable for Community Commercial, Neighborhood Mixed Use, and Open Space uses. The following paragraphs describe the intent of the existing and proposed categories from The Ankeny Plan 2040 Comprehensive Plan:

Existing: Office/Business Park

This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Existing: Community Commercial

This land use category is designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to 5 miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. These retail areas typically consist of large box stores and multi-tenant shopping centers. Sites are generally greater than 20 acres.

Existing: Neighborhood Mixed Use

This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

Proposed: Light Industrial

This land use category is designed to accommodate most types of light industrial uses as well as warehouse and distribution facilities. Appropriate light industrial activity includes fabrication, manufacturing, assembly, or processing of materials that are in refined form and do not require transformation that creates smoke, gas, odor, dust, vibrations, soot, or other noxious elements. Lot sizes will vary based on specific use, but will typically require larger lots with a minimum of 10,000 sq. ft. Sites should be located on arterial and/or collector streets.

Discussion – Rezoning

The applicant, Hope K. Farms, LLC is requesting to rezone property from R-1, One-Family Residence District, to M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District.

The area subject to the proposed rezoning consists of approximately 124.74 acres (+/-) of land located northeast of the NE Delaware Avenue and NE 72nd Street intersection. The property is currently zoned R-1, One-Family Residence District, which was the zoning district assigned to the property when it was annexed into Ankeny in 2022. The subject property is surrounded by properties to the south and west that are also zoned R-1, One-Family Residence District, while the properties to the north and east are not within Ankeny's Corporate Limits.

As previously mentioned, the applicant is proposing that the subject property be rezoned and that the rezoning consist of two separate zoning areas/classifications; M-1, Light Industrial District and C-2, General Retail, Highway Oriented, and Central Business Commercial District. The two separate zoning classifications are depicted on the applicant's rezoning exhibit as *Area 'A' and Area 'B'*. *Area 'A'* is approximately 117.50 acres (+/-) and is situated to the north of the properties that front NE 72nd Street, while *Area 'B'* is approximately 7.24 acres (+/-) and fronts NE 72nd Street. The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10 Future Land Use Map* currently identifies the subject area as being suitable for Office/Business Park, Community Commercial, and Neighborhood Mixed Use land uses. As mentioned in the previous discussion, Hope K. Farms is requesting an amendment to the Future Land Use Map to change approximately 117.50 acres (+/-) of land within the subject property to Light Industrial. The proposed amendment will line up with *Area 'A'* (M-1, Light Industrial District) on the proposed rezoning should it be approved.

The applicant has submitted the required petitions for the land subject to the rezoning, however; the applicant only submitted rezoning petitions consisting of 49.79% of the land area within 250' of the rezoning request, which is short of the minimum 60% requirement. With that being said, the City Council does have the ability to initiate a rezoning request should the applicant not meet the minimum petition requirements. On April 21, the City Council took action and initiated the rezoning request, which officially started the rezoning process.

Notification of the public hearings were mailed to the surrounding property owners for both the land use plan amendment and rezoning on May 7, 2025; and a legal notice was published in the Des Moines Register for both public hearings on May 9, 2025. The City of Ankeny's Zoning Ordinance requires that the applicant post public notification signage on the property to inform the public of the proposed rezoning and land use plan amendment, as well as the time and place of the public hearing. The applicant posted on-site signage on Wednesday, May 7 2025, providing the required seven days of notification for the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use plan amendment and rezoning on May 20, 2025. During the public hearing, three members of the public addressed the Commission. The following topics were discussed:

Traffic & Access Points

Traffic concerns were brought up by multiple members of the public along NE 72nd Street and NE Delaware Avenue. Property owners shared their concerns about additional traffic the site may bring to the area in the future should it be developed.

The land subject to the Land Use Plan Amendment and Rezoning has started the process of working on a traffic study in coordination with the City; however, it is not expected that the traffic study will be finalized until later in the development process. The associated traffic study will need to be finalized and approved prior to any site plan being approved. The primary purpose of a traffic impact study is to identify impacts to the transportation system due to the proposed development and to recommend any necessary improvements along any public right-of-way. Examples of improvements can include:

- Adding or lengthening turn lanes at intersections
- Adding or modifying traffic signals in the area
- Access management
- Replacement or rehabilitation of existing pavement

Access points that stem from public streets have not been determined at this time for the subject property. Any proposed access point will be reviewed and approved in conjunction with the associated traffic study and site plan. There is a possibility for access drives to stem off both NE Delaware Avenue and NE 72nd Street; however, access drives cannot impede on neighboring properties unless those properties are owned by the same entity developing the subject property, or an easement is granted by the property owner.

Light and Sound Pollution

One member of the public shared their concerns about the potential development bringing additional light and sound to the area. Being that this is a rezoning and land use plan amendment request, plans have not been reviewed that may impact light or sound for neighboring properties in the area. With that being said, a site plan review will be conducted in the future prior to any development. During the review process, staff will require that any on-sight exterior lighting be directed downwards and away from any neighboring properties in accordance with Code Section 192.02(3)(A). In terms of noise pollution that may stem from the potential development, the Ankeny Police Department handles any noise complaints. Should noise become an issue, the department will conduct a decibel test to determine if any noise is in violation of Chapter 44 of the Code.

Preservation of Natural Features

Members of the public brought up natural features in the area, and more particularly, a stream and mature trees that lie near the southwest corner of the site. Members of the public expressed their wishes that those particular features not be disturbed with the future development. As mentioned previously, this is just the rezoning phase of the potential development. Site specifics are difficult to discuss at this time without a site plan to review. With that being said, a site plan review will take place in the future prior to development. One section of the Code that deals with the review process requires that mature trees be protected whenever possible. Additionally, the trees and stream in question are only partially on the subject property, and sit more so on the property owned by Kathie

Olenius. The site plan review process combined with the stream sitting primarily on a different property make it unlikely that major disturbances will happen to the stream or trees.

Stormwater Runoff

One member of the public had concerns about future stormwater runoff potentially impacting his property if the subject property were to be developed. Generally speaking, the direction of post development drainage flows should be similar to where drainage flows currently. The redirecting of flows onto neighboring properties is uncommon unless it is flowing to a body of water such as stream or creek. Additionally, on-site detention will be required during the site planning process. This will allow for the controlled release of stormwater in the area. A stormwater management plan will be reviewed and approved during the site planning process to ensure that appropriate measures are taken when managing stormwater runoff.

Summary

The conditions outlined previously influence City staff in determining that the proposed change in land use from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial is appropriate on the Future Land Use Map. Staff has also determined that the rezoning request from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District is appropriate.

Lastly, City staff has determined that the rezoning request from R-1, One-Family Residence District to M-1, Light Industrial District is appropriate with the condition that the more intensive uses in the M-1, Light Industrial District be restricted. Staff feels that the restriction of more intensive uses is appropriate when accounting for the existing residential uses, the surrounding future land uses, and the proximity to the northernmost interchange in Ankeny. These use restrictions are similar to the conditions the City has implemented on similar rezonings in the past. The uses staff is recommending not be allowed on the subject property are listed below:

- Circus, Carnival or similar transient enterprise; provided, that such structures or building shall be at least two hundred feet from any R district.
- Coal yard, coke yard or wood yard.
- Enameling, lacquering or japanning.
- Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- Livery stable or riding academy.
- Sawmill and planing mill including manufacture of wood products not involving chemical treatment.
- The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- Vulcanizing, retreading and recapping of tires.

With that being said, staff is recommending that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, reclassifying 117.50 acres (+/-) from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial.

Additionally, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 117.50 acres (+/-) (Area A) from R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions.

And lastly, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone 7.24 acres (+/-) (Area B) from R-1, One-Family Residence District to C-2, General Retail, Highway Oriented, and Central Business Commercial District.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

April 4, 2025

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning & Land Use Plan Amendments – Hope Industrial Park

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 124.74 acres located to the northeast of NE 126th Ave and NE 22nd Street in Ankeny, Iowa. The existing zoning of the property is R-1 One-Family Residential District, and we are requesting to rezone the entire property to M-1 Light Industrial District.

The proposed rezoning request has obtained 49.79% consenting signatures from adjacent property owners within 250' which is less than 60% minimum so will require Council initiation. The property owners have made several attempts to contact neighboring property owners by phone and through mail. An example of a certified letter is attached showing attempts have been made to acquire the 60% minimum consenting signatures from neighboring property owners within 250'. A significant portion of the non-consenting neighbors are located on the east side of I-35 and are up to 1,500' away from the subject property due to the large interstate right-of-way associated with Exit 96. Removing those properties from the calculation would put us just under 70% consenting.

We are also submitting a request to modify the city's comprehensive plan. When the comprehensive plan was created for this large tract of property that overall contains 124.74 acres, the property was assigned an office/business park and community commercial land uses. Office/business park is no longer what the market is looking for as businesses are still transitioned to working from home. As the property is now annexed into the city of Ankeny and is under one ownership, the market would back a light industrial use due to adjacent interstate access.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



June 19, 2023

RE: Rezoning Petition – Hope K. Farms, LLC Property
NE Section approx. 124 Acres of NE 126th Avenue & NE Delaware
Avenue Ankeny, Iowa

To Whom It May Concern:

Planning has begun on approximately 124 acres located northeast of NE 126th Avenue and NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision. Hope K. Farms, LLC is working to rezone approximately 124 acres to a to a light industrial development. The site would consist of multiple out lots for light industrial mixed-use buildings and warehouses. This corner within the city of Ankeny's comprehensive plan shows the future land use as Office/Business Park, Community Commercial, Mixed use. The developer is proposing to change to M-1 Light Industrial that would include all the appropriate landscape buffers and would be ideally suited to the proximity to I-35.

We respectfully request your support of our zoning application by signing the attached petition to rezone the northeast section of the property to M-1 Light Industrial. Hope K. Farms, LLC intends to begin the development and construction of this overall subdivision starting on the east side closest to I-35 in the fall of 2024. We feel this development will be an economic benefit to Ankeny by generating a higher tax base with less strain on city resources than R-1 zoning. We would appreciate your support with this request, we believe this development project will complement the surrounding uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

To show your support in starting this rezoning process, please sign the attached petition and return in the self-addressed stamped envelope to:

Regards,

Tim Day, Director of Real
Estate & Development
Hope K. Farms, LLC
4500 Westown Pkwy,
Suite 277
West Des Moines IA
50266

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address: on Map

request that said real estate be rezoned from its present classification of R-1 to M-1 for the
purpose of allowing the following use(s):
Light Industrial Business Park

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the
boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this
petition for the purpose of having the above described real estate rezoned from R-1 to M-1.

Parcel owner(s) signatures

Hope K. Farms, LLC

(owner name)

(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: MARTIN, RICHARD R, and MARTIN, STACEY

Address: 2485 NW 70TH AVE ANKENY, IA 50023-9330

Signature: _____ Date: _____

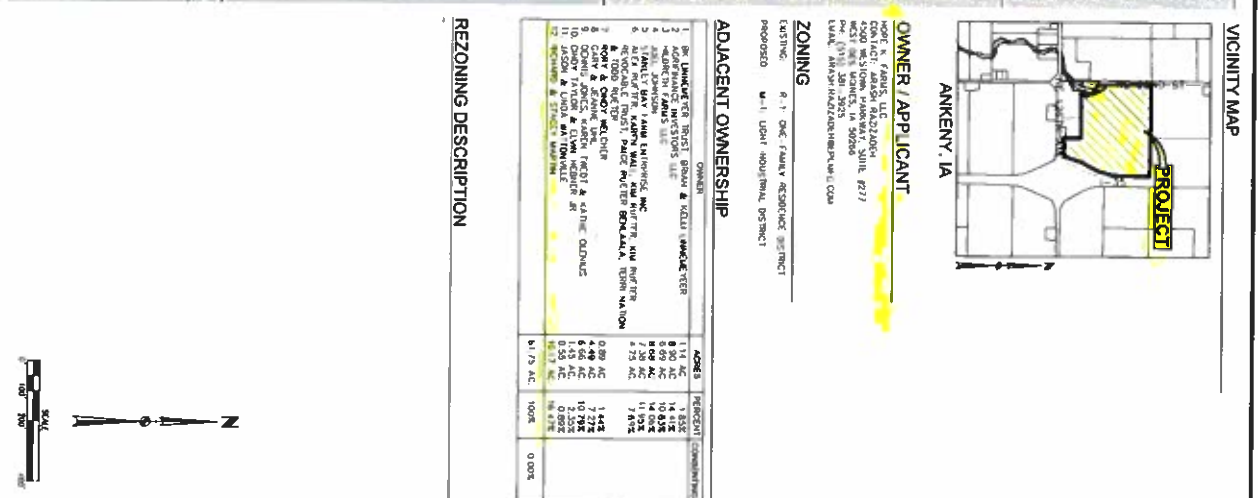
Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____



	AGE	PERIOD	COMMENTS
1	1-14 AC	1-155	
2	15-19 AC	1-155	
3	20-29 AC	1-155	
4	30-39 AC	1-155	
5	40-49 AC	1-155	
6	50-59 AC	1-155	
7	60-69 AC	1-155	
8	70-79 AC	1-155	
9	80-89 AC	1-155	
10	90-99 AC	1-155	
11	100+	1-155	

ECUSTRIC: R-1 ONE-FAMILY RESIDENCE
PCCO0500 W-1 UCMT "HOUSEHOLD DISTRICT"

Doc: (11) 381 3925
EVAR. ANA M. KATZADEH MRLP, MFC, CCSA

ANKENY, IA

PROJECT

VICINITY MAP



	AGE	PERIOD	COMMENTS
1	1-14 AC	1-155	
2	15-19 AC	1-155	
3	20-29 AC	1-155	
4	30-39 AC	1-155	
5	40-49 AC	1-155	
6	50-59 AC	1-155	
7	60-69 AC	1-155	
8	70-79 AC	1-155	
9	80-89 AC	1-155	
10	90-99 AC	1-155	
11	100+	1-155	

REZONING DESCRIPTION

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

Date June 3, 2025

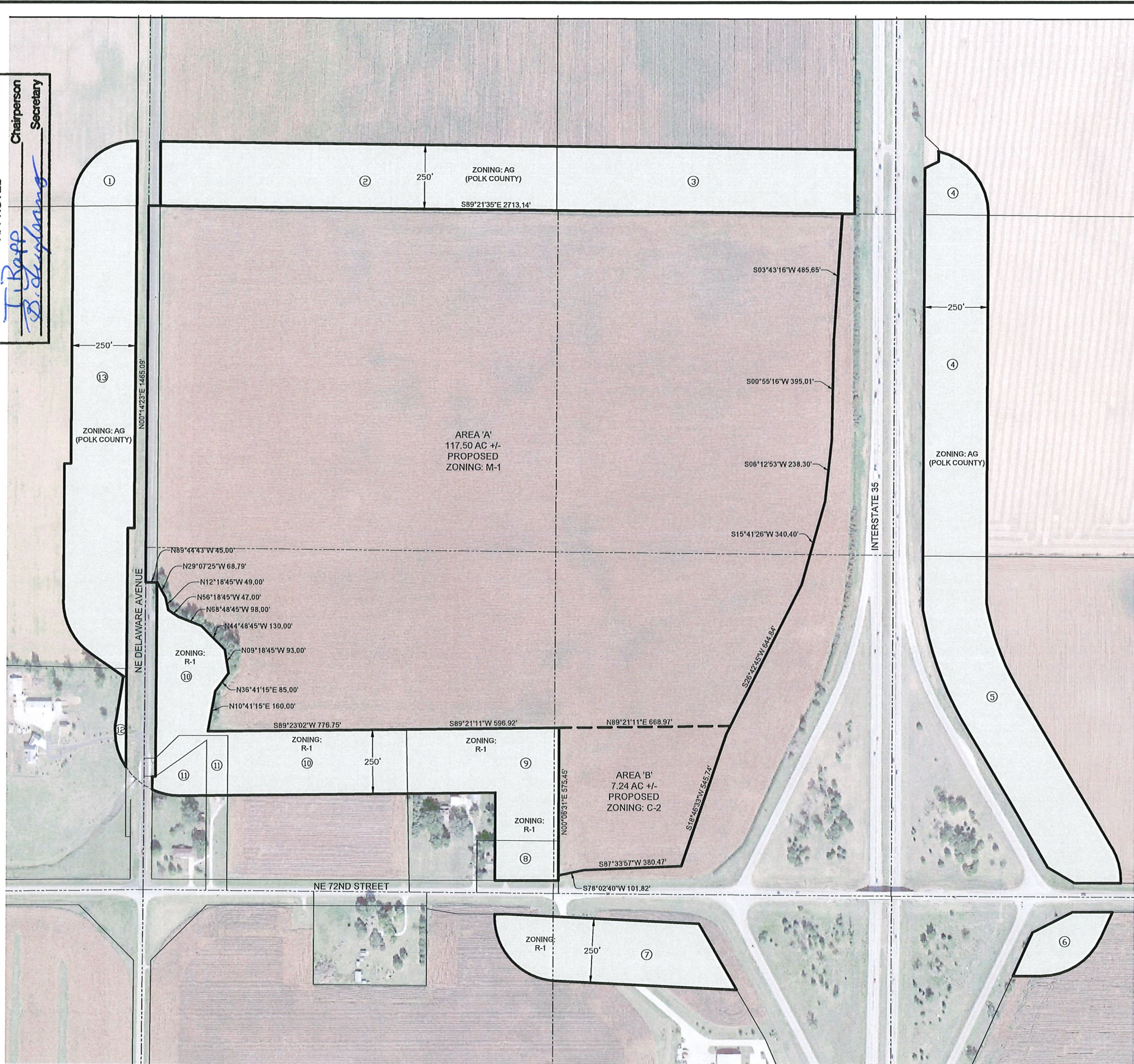
Ayes 5 Nays 0 Abstain — Absent 1

APPROVED

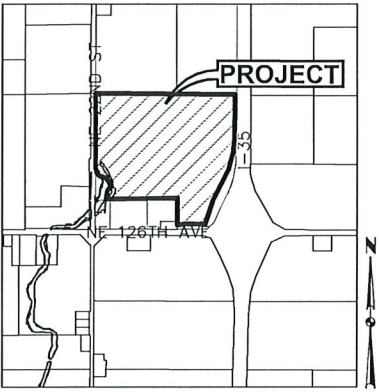
Chairperson

Secretary

FILE: H:\2025\202506\202506-REZONING.DWG
PLOTTER: HP
PLOT DATE: 4/28/2025 4:09 PM
DRAWN BY: JAMES MURRAY



VICINITY MAP



OWNER / APPLICANT

HOPE K. FARMS, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50266
PH: (515) 381-3925
EMAIL: ARASH.RAZIZADEH@EPCMG.COM

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: M-1: LIGHT INDUSTRIAL DISTRICT
C-2: GENERAL RETAIL, HIGHWAY ORIENTATED, AND CENTRAL BUSINESS COMMERCIAL DISTRICT

ADJACENT OWNERSHIP

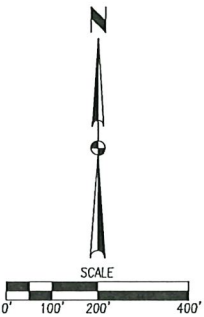
OWNER	ACRES	PERCENT	CONSENTING
1. BK LINNEMEYER TRUST, BRIAN & KELLI LINNEMEYER	1.14 AC.	1.80%	X
2. AGRIFINANCE INVESTORS LLC	8.90 AC.	14.04%	X
3. HILDRETH FARMS LLC	6.69 AC.	10.55%	
4. JOEL L JOHNSON TRUST	8.68 AC.	13.70%	
5. STANLEY BAY FARM ENTRPRISE INC	8.03 AC.	12.66%	
6. UPPER MIDWEST PROPERTIES LLC	1.36 AC.	2.14%	
7. ALEX RUETER, KAREN WALL, KIM RUETER, KIM RUETER REVOCABLE TRUST, PAIGE RUETER BENLAALA, TERRI NATION & TODD RUETER	4.74 AC.	7.49%	X
8. RORY & CINDY WELCHER	0.89 AC.	1.41%	
9. GARY UHL & JEANNE HOUGE	4.49 AC.	7.09%	
10. DENNIS JONES, KAREN TWEDT & KATHIE OLENIUS	6.66 AC.	10.51%	X
11. CINDY TAYLOR & ELVIN HEBNER JR	1.43 AC.	2.26%	
12. JASON & LINDA WATTONVILLE	0.26 AC.	0.41%	
13. RICHARD & STACEY MARTIN	10.11 AC.	15.95%	X
	63.38 AC.	100%	49.79%

AREA 'A' REZONING DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 89°21'35" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTION QUARTER, 2713.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 03°43'16" WEST ALONG SAID WESTERLY LINE, 485.65 FEET; THENCE SOUTH 00°55'16" WEST ALONG SAID WESTERLY LINE, 395.01 FEET; THENCE SOUTH 06°12'53" WEST ALONG SAID WESTERLY LINE, 238.30 FEET; THENCE SOUTH 15°41'26" WEST ALONG SAID WESTERLY LINE, 340.40 FEET; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY LINE, 612.31 FEET; THENCE SOUTH 89°21'11" WEST AND ALONG THE NORTH LINE OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 1265.89 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 89°23'02" WEST, 776.75 FEET; THENCE NORTH 10°41'15" EAST, 160.00 FEET; THENCE NORTH 36°41'15" EAST, 85.00 FEET; THENCE NORTH 09°18'45" WEST, 93.00 FEET; THENCE NORTH 44°48'45" WEST, 130.00 FEET; THENCE NORTH 68°48'45" WEST, 98.00 FEET; THENCE NORTH 56°18'45" WEST, 47.00 FEET; THENCE NORTH 12°18'45" WEST, 49.00 FEET; THENCE NORTH 29°07'25" WEST, 68.79 FEET; THENCE NORTH 89°44'43" WEST, 45.00 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°14'23" EAST ALONG SAID WEST LINE, 1465.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 117.50 ACRES (5,118,317 SQUARE FEET).

AREA 'B' REZONING DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218; THENCE NORTH 89°21'11" EAST, 668.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE-35; THENCE SOUTH 26°42'45" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 32.53 FEET; THENCE SOUTH 18°46'33" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 545.74 FEET; THENCE SOUTH 87°33'57" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 380.47 FEET; THENCE SOUTH 78°02'40" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 101.82 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTH 200 FEET OF THE EAST 320 FEET OF THE WEST FRACTIONAL HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE NORTH 00°06'31" EAST ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF SAID PROPERTY SHOWN ON THE SURVEY RECORDED IN BOOK 8258, PAGE 218, A DISTANCE OF 575.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.24 ACRES (315,398 SQUARE FEET).



DATE

REVISIONS

2ND SUBMITTAL

1ST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: CWO/JDS

ENGINEER: JMM

HOPE INDUSTRIAL PARK
REZONING EXHIBIT

ANKENY, IOWA

2212.836



1 inch = 900 feet
Date: 5/12/2025

Hope Industrial Park - Rezoning Area 'B'



May 20, 2025

Referencing Agenda Items #6, #7, #8

From: [Bryan Morrissey](#)
To: [welcher](#)
Cc: [Brenda Fuglsang](#)
Subject: RE: [External] Planning and Zoning
Date: Tuesday, May 20, 2025 1:17:10 PM

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION

May 20, 2025 BT

Rory & Cindy,

Thank you for your correspondence. In my opinion, this message would be most appropriate with the Plan and Zoning Commission as they (and the City Council later in the process) will be the ones voting on the proposed rezoning. The Commission often times take questions and concerns from neighboring property owners into account.

Would you like me to forward your message to the Commission so they can receive and file it for their meeting tonight? Thanks.

Bryan Morrissey | Associate Planner
City of Ankeny

From: welcher
Sent: Tuesday, May 20, 2025 12:58 PM
To: Bryan Morrissey
Subject: [External] Planning and Zoning

xmlns="<http://www.w3.org/TR/REC-html40>">

Good Afternoon Bryan,

I wanted to share some of my concerns about the future building plans that will affect Our living quality at 2390 NE 126th Ave. Elkhart Iowa 50073.

I was told by Todd Rueter that a new Casey's was going to be built on his land just South and East of my house across 126th. This Caseys is to offer services to the interstate traffic as well as local and will be in operation 24 hours each day. It will be very difficult for us to live here with this happening due to the constant traffic and noise associated with such a business. I have lived at this location for almost 27 years and did not expect to be required to buy a new house at a different location at 70 years of age and retired. I would think there would be some kind of distance restriction for a business like this to be built away from existing homes.

I have not heard what else is being planned for building on the Kimberly development North and East of us. I do know the Gary and Jeannie Uhl wish to sell their land as commercial property which would put businesses right beside us.

We have also seen a great increase in traffic due to road construction. This has caused several recent accidents, and at times, we can't get out of our driveway safely. Our mail boxes are on the South side of 126th and a slower traffic would make getting our mail much safer.

It would be good if in the speed limit could be reduced in this area along 126th Ave.

Thanks
Rory & Cindy Welcher



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Approval of official council actions of the regular meeting of June 16, 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. Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, June 16, 2025 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Bobbi Bentz, Mayor

Todd Shafer, Mayor Pro Tem

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

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

APPROVAL OF AGENDA

1. Council Member Graber moved, Shafer seconded, to approve and accept the June 16, 2025 agenda without amendment. Ayes: 4

PUBLIC HEARING

1. PH 2025-49. Mayor Bentz announced this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025 by changing estimates of revenue and expenditure appropriations. There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 6th day of June 2025.

Jennifer Sease, Administrative Services Director, reported that the budget amendment includes the following changes: amended revenues include increases in hotel/motel tax collections and transfers in from other funds, amended expenditures reflect higher costs related to pension contributions, facility repairs and maintenance, hotel/motel tax obligations, and water purchases; and additionally, unbudgeted expenditures in the risk management fund are being increased to cover workers' compensation and risk management claims.

Mayor Bentz then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Shafer moved, Graber seconded, to close public hearing 2025-49. Ayes: 4. Council Member Ruddy moved, Graber seconded, adopt **RESOLUTION 2025-262** amending the current budget for fiscal year ending June 30, 2025. Ayes: Ruddy, Graber, Perry, Shafer.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of June 2, 2025, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of May 20, 2025.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of May 20, 2025.
4. Receive and file minutes of the Civil Service Commission meeting of June 11, 2025, subject to correction as recommended by the Clerk of the Commission.
5. Receive and file minutes of the Cultural Arts Board meeting of November 25, 2024.

Licenses and Permits

6. Issuance of fireworks permits within the City of Ankeny, IA to J & M Displays.
7. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.
8. Issuance of Cigarette/Tobacco/Nicotine/Vapor/Device Permits.

9. Issuance of a parade permit in the City of Ankeny for the 2025 SummerFest Grand Parade.

Finance/Budget

10. Receive and file Financial Reports for May 2025.
11. Receive and file Building Permit Report for May 2025.
12. Receive and file the Utility Billing Report for May 2025.
13. Change Order #1 increasing the contract amount by \$640.13 to Absolute Group for construction services on the 2025 Annual Storm Sewer Repairs - Package 2 project.
14. Change Order #2 increasing the contract amount by \$13,942.50 to Shekar Engineering, PLC, for construction services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
15. Change Order #1 increasing the contract amount by \$6,567.39 to Shekar Engineering, PLC for construction services on the SW Des Moines Street Utility Improvements project.
16. Payment #1 in the amount of \$69,848.40 to Absolute Group for construction services on the 2024 Annual Storm Sewer Repairs - Pkg 2 project.
17. Payment #2 in the amount of \$135,952.60 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements – Phase 4.
18. Payment #16 in the amount of \$169,502.70 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
19. Payment #3 in the amount of \$11,287.43 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.
20. Payment #3 in the amount of \$1,633.33 to Alpha Landscapes, LLC, for construction services on the 2024 City-Wide Permanent Surface Restoration project.
21. Payment #3 in the amount of \$19,509.02 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Phase 1 project.
22. Payment #1 in the amount of \$42,156.25 to Dave's Dozing and Excavating, for construction services on the 2025 Annual Storm Sewer Repairs – Pkg 3 project.
23. Payment #14 in the amount of \$229,995.00 to HPC, LLC for construction services work associated with the Ankeny Fire Station No. 4 project.
24. Payment #9 in the amount of \$45,625.59 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
25. Payment #2 in the amount of \$74,084.92 to National Sealant & Concrete, LLC, for construction services on the 2025 PCC Pavement Preservation Program - Crack and Joint Filling project.
26. Payment #10 in the amount of \$15,801.42 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
27. Payment #2 in the amount of \$215,231.05 to On Track Construction, LLC, Inc., for construction services on the SW Walnut Street and SW Ordinance Road Water Main project.
28. Payment #11 in the amount of \$259,286.04 to Rognes Corporation, for construction services on the SE 3rd Street Improvements - Phase 2 project.
29. Payment #2 in the amount of \$147,611.28 to Shekar Engineering, PLC, for construction services on the 2025 PCC Reconstruction Program - SE 8th Street project.
30. Payment #2 in the amount of \$180,579.01 to Shekar Engineering, PLC, for construction services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
31. Payment #2 in the amount of \$114,819.10 to Shekar Engineering, PLC, for construction services on the SW Des Moines Street Utility Improvements project.
32. Payment #26 in the amount of \$163.55 to SVPA Architects Inc. for design and construction administration services associated with the Ankeny Fire Station No. 4 project.
33. Payment #1 in the amount of \$50,595.57 to TK Concrete, Inc., for construction services on the 2025 Pedestrian Ramp Improvements Program - North Ankeny Boulevard project.
34. Payment #2 in the amount of \$29,172.60 to Van Maanen Electric, Inc., for construction services on the Fiber Optic Network Upgrade project.

35. June 16, 2025 Accounts Payable by fund: General \$376,647; Hotel Motel Tax \$53,790; Road Use Tax \$56,191; Tax Increment Financing \$3,237,889; Police/Fire Pension \$1,929; Solid Waste \$110,795; Water \$810,175; Sewer \$32,487; Storm Water \$75,621; Golf Course \$104,886; Enterprise Project \$814,184; Revolving \$44,043; Risk Management \$15,723; Health Insurance \$2,346; BAN/Bond Activity \$37,350; Capital Projects \$1,108,527; Payroll Totals \$1,420,387; Transfers/ACH (\$13,193); Agenda Payments Approved Separately (\$1,921,586); Grand Total \$6,368,191.
36. **RESOLUTION 2025-263** authorizing the purchase of a truck chassis for the Municipal Utilities - Water Department tandem axle dump truck (replace existing truck #725).
37. **RESOLUTION 2025-264** authorizing the purchase of a dump body and build of a tandem axle dump truck for the Municipal Utilities - Water Department (replace existing truck #725).
38. **RESOLUTION 2025-265** accepting a proposal from BCI Burke Company in an amount not to exceed \$100,000.00 for the purchase and installation of a playground for Trestle Ridge Park.

Personnel Items

39. Suspend the practices of Iowa Code Chapter 400 Civil Service, section 400.11 (1) a. regarding the hiring of an employee of a department covered by civil service for the period July 1, 2025, to June 30, 2026, as authorized in Iowa Code section 400.12A.
40. Accept the Civil Service Commission certified list for promotion to Lead Park Maintenance Technician, subject to passing any further departmental requirements.

Community Development Items

41. **RESOLUTION 2025-266** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property (Area A) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter, located south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. (date of hrg: 7/7/25 @ 5:30pm)
42. **RESOLUTION 2025-267** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property (Area B) owned by Terri Nation, R-Pact Holdings LLC, Paige Benlaala Rueter, and Alex Rueter, located south of NE 72nd Street, east of NE Delaware Avenue and west of Interstate 35. (date of hrg: 7/7/25 @ 5:30pm)
43. **RESOLUTION 2025-268** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying certain property owned by Hope K. Farms, LLC from Office/Business Park, Community Commercial, and Neighborhood Mixed Use to Light Industrial located northeast of the NE 72nd Street and NE Delaware Avenue intersection (date of hrg: 7/7/25 @ 5:30 p.m.).
44. **RESOLUTION 2025-269** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K. Farms, LLC, from the current R-1, One-Family Residence District to M-1, Light Industrial District with Use Restrictions (Area A) located northeast of the NE 72nd Street and NE Delaware Avenue Intersection (date of hrg: 7/7/25 @ 5:30 p.m.)
45. **RESOLUTION 2025-270** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K. Farms, LLC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented, and Central Business Commercial District (Area B) located northeast of the NE 72nd Street and NE Delaware Avenue intersection. (date of hrg: 7/7/25 @ 5:30p.m.)
46. **RESOLUTION 2025-271** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by DNF & TJL INVESTMENTS, LLC., north of NW 18TH Street and west of NW WEIGEL Drive. (date of hrg: 7/7/25 @ 5:30pm)

Engineering Items

47. **RESOLUTION 2025-272** authorizing the execution of an agreement between Polk County, Iowa, and the City of Ankeny, Iowa, for the Fourmile Creek Stream Restoration (NE 47th St. to NE 36th St.) project.
48. **RESOLUTION 2025-273** authorizing acquisition of property for the NW Prairie Ridge Drive - NW 9th Street & NW Ash Drive Intersection Improvements project.
49. **RESOLUTION 2025-274** authorizing the execution of an agreement between Polk County, Iowa, and the City of Ankeny, Iowa, for the Fourmile Creek Stream Restoration (Heritage Park) project.
50. **2024 Native Vegetation Maintenance:** Approve: a) Final Change Order #1 decreasing the contract amount by \$4,650.00; b) Certificate of Completion; c) **RESOLUTION 2025-275** accepting the public improvements with HMG Land Management in the amount of \$50,700.00; and d) Final Payment #4 in the amount of \$43,035.00 and Release of Retainage in the amount of \$2,535.00.
51. **RESOLUTION 2025-276** accepting public improvements in Spectrum 36 Plat 3 for water main, sanitary sewer, storm sewer, and subgrade.
52. **RESOLUTION 2025-277** accepting public improvements in Spectrum 36 Plat 3 for paving.
53. **RESOLUTION 2025-278** accepting public improvements in Manatt Estates for water main and sanitary sewer.
54. **RESOLUTION 2025-279** accepting the maintenance bond for utilities for Hope Crossing Sanitary Sewer Extension.

Capital Improvement Projects

55. **SW Oralabor Road and SW Edgewood Lane Intersection Improvements:** approve: a) Certificate of Completion; b) **RESOLUTION 2025-280** accepting the public improvements with Absolute Concrete Construction, Inc. in the amount of \$217,570.50; and c) Final Payment #4 in the amount of \$0.00; Retainage Payment in the amount of \$10,878.53.
56. **Otter Creek Clubhouse Renovations:** approve: a) Certificate of Completion; b) **RESOLUTION 2025-281** accepting the public improvements with Eick & Day Construction in the amount of \$182,229.97; and c) Final Payment #4 in the amount of \$43,171.04; Retainage Payment in the amount of \$9,111.50.
57. **RESOLUTION 2025-282** accepting a proposal from I-80 Concrete Design in the amount of \$39,691.50 for the construction of the Senior Center Cunette project.
58. **RESOLUTION 2025-283** ordering construction on the Sawgrass Park Dam Improvements project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 7/15/25 @ 10:30 A.M. / date of hrg: 7/21/25 @ 5:30 P.M.)

Administrative Items

59. Approve the renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2025 through July 15, 2026, with a premium amount of \$56,950.00.
60. Approve the renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMWCA) for the policy year July 1, 2025 through June 30, 2026, with a premium amount of \$383,493.00.
61. **RESOLUTION 2025-284** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.
62. Receive and file the FY 2026 Fee Schedule.
63. **RESOLUTION 2025-285** relating to the revision of the Purchasing Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.
64. **RESOLUTION 2025-286** relating to the revision of the Fixed Asset Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

65. Authorize the City Manager to implement actions necessary to prudently manage and locally enact certain provisions of the City's adopted Water Conservation Plan.

Ordinances

66. Accept third consideration of **Ord 2215**. An Ordinance amending Chapter 175 Building Code, sending it on its final passage and publication as required by law.
67. Accept third consideration of **Ord 2216**. An Ordinance amending Chapter 182 Existing Building Code, sending it on its final passage and publication as required by law.
68. Accept third consideration of **Ord 2217**. An Ordinance amending Chapter 180 Fire Code, sending it on its final passage and publication as required by law.
69. Accept third consideration of **Ord 2218**. An Ordinance amending Chapter 181 Fuel Gas Code, sending it on its final passage and publication as required by law.
70. Accept third consideration of **Ord 2219**. An Ordinance amending Chapter 177 Property Maintenance and Housing Code, sending it on its final passage and publication as required by law.
71. Accept third consideration of **Ord 2220**. An Ordinance amending Chapter 184 Residential Code, sending it on its final passage and publication as required by law.
72. Accept third consideration of **Ord 2221**. An Ordinance amending Chapter 183 Swimming Pool and Spa Code, sending it on its final passage and publication as required by law.
73. Accept third consideration of **Ord 2222**. An Ordinance amending Chapter 176 Mechanical Code, sending it on its final passage and publication as required by law.
74. Accept third consideration of **Ord 2223**. An Ordinance amending Chapter 179 Electrical Code, sending it on its final passage and publication as required by law.
75. Accept third consideration of **Ord 2224**. An Ordinance amending Chapter 178 Plumbing Code, sending it on its final passage and publication as required by law.
76. Accept third consideration of **Ord 2225**. An Ordinance amending Chapter 75 All-Terrain Vehicles and Snowmobiles, sending it on its final passage and publication as required by law.
77. Accept third consideration of **Ord 2226**. An Ordinance amending Chapter 69 Parking Regulations, sending it on its final passage and publication as required by law.

APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Graber, to approve the recommendations for Consent Agenda Items CA-1 through CA-77. Ayes: Shafer, Graber, Perry, Ruddy.

LEGISLATIVE BUSINESS

Approval of Ordinances

78. **Ord 2227**. An Ordinance vacating of a portion of SW Ordinance Road public right-of-way, shown as Seventh Street, Thomas Addition to Ankeny, containing 0.20 acres (+/-). Council Member Shafer moved, Graber seconded, to accept second consideration of ORDINANCE 2227. Ayes: Shafer, Graber, Perry, Ruddy.
79. **Ord 2228**. An Ordinance amending Chapter 41.14 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Fireworks. Council Member Ruddy moved, Graber seconded, to accept second consideration of ORDINANCE 2228. Ayes: Ruddy, Graber, Perry, Shafer. Council Member Shafer moved, Perry seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2228, sending it on its final passage and publication as required by law. Ayes: Shafer, Perry, Graber, Ruddy.

ADJOURNMENT

1. Meeting was adjourned at 5:40 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 6/27/25.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Receive and file minutes of the Library Board of Trustee meeting of April 17, 2025.

ORIGINATING DEPARTMENT
Library

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. Library Board Minutes APR 2025

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

Thursday, April 17, 2025

Regular meeting: 6 p.m.

Location: Library

Present: John Meyer, Miranda Piepho, Heather Stephenson, Fred Schuster

Staff: Sam Mitchel, Molly Guerra

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Stephenson motioned to approve. Schuster seconded. All in favor.
Public Comments	
Consent Agenda	Mitchel presented financials. Run rate = 75%
Policy/Procedure Review	Fines and Fees - City compiled list of photocopies/digital media – they wanted departments transacting those sales to align on the cost (PD, Library, and City Clerk all charge something different). City is recommending that everyone align on what the PD is charging. - If the board does choose to change something about this policy, Mitchel recommended that we continue to allow patrons to print 5 pages for free. - Schuster mentioned that few patrons may know that the first 5 pages are free. - Meyer also noticed that if we move to what the PD is charging, that would be more than doubling the cost of printing. - Schuster asked if we did this, when it would take effect. Mitchel said we'd have to make implementation contingent upon when our vendor to adjust the cost on the machines. - Stephenson proposed we accept the city's proposed rates at beginning of FY and keep 5 black and white, or 2 color copies for free. Seconded by Schuster. Approved by all. - Stephenson proposed that we amend the policy to charge 25 cents for each sublimation page or printing supplies. Seconded by Piepho. Approved by all.
Director's Report	
Department Reports	Mitchel presented department reports. - Celebrated several work anniversaries. - Completed staff performance appraisals. - Conducted full-time monthly staff meeting. - Monthly AED and fire extinguisher inspections completed. - Mitchel met with Maintenance Superintendent to discuss concrete work near book drop lane. - Friends of the Library trivia fundraiser held. - Mitchel gave presentation to Ankeny Leadership Academy. - Began discussions with Chamber of Commerce regarding Summerfest. Schuster asked about Erin making calls regarding delinquent accounts. He asked how this process was going. Mitchel responded that Erin didn't collect funds but was instead focusing on notifying patrons and collecting what late materials she could. Next steps will

Topic	Discussion
	be to send accounts to collections agency.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	Strategic Plan • Mitchel met with ATW facilitators re: strategic planning timeline. • Plan will focus on customer satisfaction focus. • ATW did emphasize that we needed committee they could speak with about what we're looking for. • We would be targeting survey dates in May 2025. • Board retreat dates proposed: Week of June 23 or in the first half of July. During retreat we'd review survey findings and identify strategic initiatives. • Stephenson volunteered to be on the committee. Meyer volunteered to reach out to see if Medema or Lucht would like to be part of the committee.
Friends of the Library (update)	Mitchel reported on quarterly meeting. Friends are looking for a new treasurer. There are also some upcoming game nights.
Old Business	
New Business	Makerspace and Teen Rooms • Mitchel proposed swapping rooms to enhance the use of each. Teen space was too secluded and letting teens be unsupervised could be problematic. This swap would also allow makerspace to be more visible by staff – to ensure machinery is working correctly. • Maintenance would have to help possibly patch and paint, and a lock would have to be placed on the sound room door. • Schuster asked if this swap would be able to house the number of teens that could use the room. The response was that it should be big enough. • Schuster motioned to swap the spaces. Stephenson seconded. All approved.
Continuing Education	
Executive Session	
Adjournment	Stephenson motioned to approved. Next meeting: May 15, 2025

Respectfully submitted, Miranda Piepho, Secretary

Approved: 5/15/25



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Receive and file minutes of the Library Board of Trustee meeting of May 15, 2025.

ORIGINATING DEPARTMENT
Library

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. Library Board Minutes MAY 2025

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

Thursday, May 15, 2025

Regular meeting: 6 p.m.

Location: Library

Present: John Meyer, Fred Schuster, Gene Lucht, Heather Stephenson, Nancy Medema,

Staff: Sam Mitchel

Presenter/Guest: Mariann Mori, State Library of Iowa Central Consultant; Monica Langin, ATW Training Solutions – Strategic Planning Consultant

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Stephenson motioned to approve. Medema seconded. All in favor.
Public Comments	
Consent Agenda	Mitchel presented financials. • Run rate = 83.3% • Schuster inquired about the status of commissions from vending machines. Mitchel said that Nick Lennox, director of Parks and Recreation, is in communication with the vendors.
Policy/Procedure Review	• Materials Selection: Medema made a motion to change the word “internet” to “online” under Procedures Item B. Lucht seconded. All in favor.
Director’s Report	• Mitchel informed trustees that a director evaluation committee will need to be formed at the June meeting.
Department Reports	Mitchel presented department reports. • Schuster asked about the Polaris notifications delay. Mitchel said that the affected patrons are being contacted to get an alternate communication method (i.e. email). This seems to be affecting primarily patrons with AT&T.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	Strategic Plan • Committee members: Stephenson, Medema, and Mitchel • Mitchel met with ATW facilitator on 5/8 re: strategic planning timeline and next steps. • Committee will meet later in May to formulate the survey questions with input from trustees.
Friends of the Library (update)	
Old Business	
New Business	• Strategic Planning Process Presentation by Mariann Mori (State Library of Iowa Central Consultant) – Items presented/discussed: ○ Trustee responsibility for strategic planning. ○ Purpose of the 5-year plan: assist with successes and growth ○ Community needs ○ Library goals and objectives ○ Required for accreditation and state funding ○ Process: methods to gather and review data, garner community input via survey or focus groups, develop and review plan at a retreat, plan approval, implementation, and frequent evaluation. ○ Medema and Stephenson discussed different data sources that could be

Topic	Discussion
	considered such as PLA Project Outcome, State of Iowa Data Center, US Census. ○ Meyer asked if most libraries do 3-year or 5-year plans. Mori confirmed most do 5-year. ○ Meyer thanked Mori for her informative presentation, and the trustees discussed the topics further. • Adult Puzzle Palooza Program ○ Medema motioned to approve BYO alcohol at the after-hours program, Stephenson seconded. All in favor (Schuster was absent at vote).
Continuing Education	Strategic Planning Process Presentation and further discussion - 1 hour
Executive Session	
Adjournment	Medema motioned to adjourn at 7:30PM. Next meeting: June 17, 2025

Respectfully submitted, Sam Mitchel, Director

Approved: 6/17/25



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor/Device Permits.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," retailers have submitted an application which meets all requirements and is now being presented to the City Council for approval. Copies of license applications are available for review in the Office of the City Clerk.

1. AAMUKC LLC dba Blue Mountain Liquor, 107 NE Delaware Ave, Ste 1, Ankeny, IA (Renewal) - Effective July 7, 2025 - June 30, 2026
2. Ankeny Smoke Shop Inc, dba Ankeny Smoke & Vape, 502 N Ankeny Blvd, Ste 12, Ankeny, IA - Device Retailer (New) - Effective July 7, 2025 - June 30, 2026
3. Ankeny Smoke Shop Inc, dba Ankeny Smoke & Vape South, 225 SE Oralabor Rd, Ste 1, Ankeny, IA - Device Retailer (New) - Effective July 7, 2025 - June 30, 2026
4. Briarwood Membership Association, 3405 NE Trilein Dr, Ankeny, IA (Renewal) - Effective July 7, 2025 - June 30, 2026

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Applicants have paid the license fee, in accordance with Iowa Code Chapters 453A and 453E.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

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

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. Mullets Uptown LLC d/b/a Mullets Uptown, 617 SW 3rd St., Ste. 103 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Services - Effective July 19, 2025. PENDING DEPT. APPROVAL
2. The Waiting Room, LLC d/b/a The Waiting Room, 617 SW 3rd Ste. 104 - Class C Retail Alcohol License (Renewal) - Effective July 24, 2025. PENDING DEPT. APPROVAL
3. Uptown Garage Brewing Co., LLC d/b/a Uptown Garage Brewing Co., 305 SW Walnut St. - Class C Retail Alcohol License (LC) (Renewal) - Effective July 20, 2025. PENDING DRAM ENDORSEMENT AND DEPT. APPROVAL
4. T&K Ventures II LLC d/b/a Early Bird, 1520 S Ankeny Blvd - Class C Retail Alcohol License (LC) (Renewal) - Effective July 28, 2025.
5. Chamling Food & Liquor Store Inc. d/b/a Chamling Smoke & Liquor, 322 SW Maple St. - Class E Retail Alcohol License (LE) (Renewal) - Effective July 26, 2025. PENDING DEPT APPROVAL
6. Ankeny Area Chamber of Commerce d/b/a Ankeny Area Chamber of Commerce, 1500 SW Main St.- Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Services - Effective July 10, 2025.
7. S&S Khanal LLC d/b/a Blue Mountain Liquor, 107 NE Delaware Ave., Ste. 1 - Class E Retail Alcohol License (LE) (New Entity) - Tentatively Effective August 1, 2025. PENDING DEPT APPROVAL
8. Mizu Ankeny Inc.d/b/a Mizu Sushi Bar & Japanese Grill, 1620 N Ankeny Blvd, Ste. 114 - Class C

Retail Alcohol License (LC) (Renewal) - Tentatively Effective July 8, 2025.

9. Murphy Oil USA, Inc. d/b/a USA, Inc., 1006 SE National Dr. - Class B Retail Alcohol License (LG) (Renewal) - Effective July 19, 2025 PENDING DEPT APPROVALS

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

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$9,186.00 with Bolton & Menk, Inc. for additional construction engineering services on the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade essential infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

On May 6, 2024, the City Council approved Amendment #1 to the Professional Services Agreement (PSA) with Bolton & Menk, Inc. to provide limited construction engineering services for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal. A contract for construction of the traffic signal at the project intersection was awarded on March 14, 2024, and the final acceptance of the project is requested with another agenda item on this July 7, 2025 agenda.

Throughout the construction of the project, additional coordination was needed with Union Pacific Railroad (UPRR) for crossing UPRR's right-of-way with conduit and fiber optic cable to communicate with the new traffic signal. Amendment #2 recognizes the additional work undertaken by Bolton & Menk, Inc. on behalf of the City's project, in the amount of \$9,186.00. This work included three additional design alternatives, cost estimates, and revised UPRR 'Exhibit A' submittals detailing the relative location of the proposed fiber crossing to railroad infrastructure.

The original PSA for design services was approved for \$39,000.00 and Amendment #1 was approved for \$16,082.00. Approval of Amendment #2 will bring the total value of the PSA to \$64,268.00. A copy of the Professional Services Agreement, approved May 15, 2023 is attached for reference. A copy of Amendment #1, approved May 6, 2024 is attached for reference.

It is recommended that the City Council approve Amendment #2 to the Professional Services Agreement with

Bolton & Menk, Inc. in the amount of \$9,186.00 for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve a motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$9,186.00 with Bolton & Menk, Inc. for additional construction engineering services on the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On May 6, 2024, the City Council approved Amendment #1 to the Professional Services Agreement (PSA) with Bolton & Menk, Inc. to provide limited construction engineering services for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal. The original PSA, for design services, was approved on May 15, 2023. A contract for construction of the traffic signal at the project intersection was awarded on March 14, 2024.

FISCAL IMPACT

The project was included in the 2024-2028 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. PSA
2. Amendment #1
3. Amendment #2
4. Location Map

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

CITY OF ANKENY and BOLTON & MENK, INC.

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

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

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

SECTION 1 - CONSULTANT'S SERVICES

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

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

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

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

B. PAYMENTS AND RECORDS

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

SECTION 4 - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

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

C. LIMITATION OF LIABILITY

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

D. INSURANCE

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

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

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

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

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. HAZARDOUS MATERIALS

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

L. TERMINATION

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

M. INDEPENDENT CONTRACTOR

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

N. CONTINGENT FEE

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

O. NON-DISCRIMINATION

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

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

P. ASSIGNMENT

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

Q. SURVIVAL

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

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

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

T. DISPUTE RESOLUTION

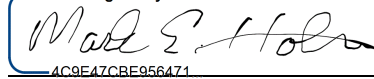
CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then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

SECTION V - SIGNATURES

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

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

CLIENT: City of Ankeny, Iowa

DocuSigned by:

4C9E47CBE956471

Signature

Mark E. Holm, Mayor

Printed Name

5/15/23

Date

Address for giving notice:

410 West 1st Street

Ankeny, IA 50023

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

Attachments:

Exhibit A Basic Services

Exhibit B Schedule of Fees

CONSULTANT: Bolton & Menk, Inc.



Signature

Matthew Ferrier

Printed Name

05/01/2023

Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

(Remainder of this page intentionally left blank)

Exhibit A

Basic Services

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

Task 1 – Agency Coordination

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

Task 2 – Survey

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

Task 3 – Public and Private Utility Identification and Coordination

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

Task 4 – Final Design

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

Task 5 – Bid Services

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

Schedule

We recommend the following schedule for this work:

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

Exhibit B

2023 SCHEDULE OF FEES

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

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

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

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

*Specialized role not classified above otherwise, incl.

graphic design, project communication, funding support, etc.

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

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

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

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

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

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

1. CONSTRUCTION ADMINISTRATION

A. Preconstruction Meeting

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

B. Questions on Design

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

C. Shop Drawings

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

D. Fiber Optic Test Results

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

E. Site Visits

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

F. Signal Testing and Walk Through

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

G. As-Built

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

2. UPRR AND MIDAMERICAN COORDINATION

A. UPRR and MidAmerican Coordination

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

3. CONSTRUCTION STAKING

A. Construction Staking

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

SIGNATURES

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

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

CLIENT: City of Ankeny, Iowa

CONSULTANT: Bolton & Menk, Inc.

Signature

Mark E. Holm, Mayor
Printed Name

Date

Address for giving notice:

410 West 1st Street

Ankeny, IA 50023

Signature

Matthew Ferrier
Printed Name

04/23/2024
Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

ATTEST:

Attachments:
Exhibit A Basic Services
Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

2024 SCHEDULE OF FEES

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

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

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

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

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

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

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

Detailed Cost Estimate

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

CITY OF ANKENY
SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES
SE CORPORATE WOODS DRIVE AND SE CROSSWINDS DRIVE TRAFFIC SIGNAL

This **AMENDMENT**, made and entered into this 7th day of July 2025, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “**CITY**”, and **BOLTON & MENK**, hereinafter referred to as the “**CONSULTANT**”, for professional services in connection with the final design hereby amends the original Agreement dated May 15th, 2023, as follows:

The **CITY** and **CONSULTANT** agree to amend the original Agreement to include the following tasks:

- 1. SCOPE OF SERVICES
Services provided under the **AMENDMENT** shall be as further described in Exhibit A, Scope of Services.

- 2. COMPENSATION
In consideration of the professional services provided herein, the **CITY** agrees to pay the **CONSULTANT** the following fee.

I. Basic Services of the CONSULTANT		
A.	Fiber Testing, Removed	\$<1,278.00>
B.	UPRR Coordination	\$ 10,464.00
TOTAL		\$ 9,186.00

SIGNATURES

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

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

CLIENT: City of Ankeny, Iowa

CONSULTANT: Bolton & Menk, Inc.

Signature

Signature

Bobbi B. Bentz, Mayor
Printed Name

Zach Parsons
Printed Name

Address for giving notice:

Address for giving notice:

410 West 1st Street

430 E Grand Avenue, Suite 101

Ankeny, IA 50023

Des Moines, IA 50309

ATTEST:

Attachments:
Exhibit A Scope of Services

(Remainder of this page intentionally left blank)

**EXHIBIT A
SCOPE OF SERVICES
FOR
CITY OF ANKENY
SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES
SE CORPORATE WOODS DRIVE AND SE CROSSWINDS DRIVE TRAFFIC SIGNAL**

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

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

1. UPRR Coordination

1. UPRR COORDINATION

A. UPRR Coordination

The **CONSULTANT** provided additional coordination with Union Pacific Railroad (UPRR) on the right-of-entry agreement for the fiber interconnect. Coordination included three additional design alternatives, cost estimates, and revised UPRR Exhibit A submittals detailing location of fiber crossing to railroad infrastructure.





ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$7,317.00 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange 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. AECOM - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: I-35 & NE 36th Street Interchange Improvements
Contractor: AECOM Technical Services, Inc.
Address: 501 Sycamore Street, Suite 222, Waterloo, IA 50703
Finance Budget Code: 948.3948.4210 Finance Project #: 948.4210
Vendor Project #: 60751780 Purchase Order #: N/A
Original Contract Date: February 17, 2025 Vendor Account #: 12303

Date of Council Meeting: July 7, 2025 Payment Application #: 4

Payment Period: From: May 24, 2025 Through: June 20, 2025

Contract Summary:

Original Contract Amount:	\$ 141,600.00	
Net Change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 141,600.00	
Total Completed and Stored to Date:	\$ 27,120.00	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned Less Retainage:	\$ 27,120.00	
Less Previous Applications for Payment:	\$ 19,803.00	
SUBTOTAL:		\$ 7,317.00
OTHER CHARGES:		\$ -
CURRENT PAYMENT DUE:		\$ 7,317.00

Balance to Finish, Including Retainage: \$ 114,480.00

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: N/A

Firm Name

Signature

Date

Engineer / Consultant Approval: AECOM Technical Services, Inc.

Firm Name

Michelle M. Smiley

Michelle M. Smiley

June 25, 2025

Signature

Date

City of Ankeny Staff Approval:

Leslie Hart

6/25/25

Signature

Date

Submit to: Leslie Hart, P.E., PTOE, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 6/25/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 3, 2025	\$ 6,106.32
2	May 19, 2025	\$ 2,409.25
3	May 29, 2025	\$ 11,287.43
4	June 16, 2025	
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 19,803.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining: N/A

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



AECOM
500 SW 7th Street
Suite 301
Des Moines, Iowa 50309
www.aecom.com

515.323.7910 tel
515.244.4803 fax

June 25, 2025

Ms. Leslie Hart, PE, PTOE
Traffic Engineering Manager
City of Ankeny

Subject: **I35 and NE 36th Street Interchange Improvements
Progress Report No. 04
AECOM #60751780**

Dear Ms. Hart:

This progress report summarizes the work completed on the I35 and NE 36th Street Interchange project from May 24, 2025, through June 20, 2025. The following activities were accomplished during this time period:

1. Submitted draft Traffic Forecast Memo for City review and submittal to Iowa DOT.
2. Continued safety analysis, traffic forecasting, and forecasted operations review.
3. Further developed Synchro models.
4. Prepared draft Methods and Assumptions Memo.

The following work is anticipated during the upcoming weeks:

1. Continue safety analysis.
2. Begin layout of current interchange using information from City Engineering.
3. Submit draft Methods and Assumptions Memo for City review.

The project is proceeding within the current contract budget and schedule. Please contact us if you have any questions regarding this report.

Yours sincerely,

Todd L. Allyn, PE

Michelle M. Sweeney, PE, PTOE

L:\DCS\Projects\TRN\60751780_ANK_I35-NE_36th_Interchan\300_Communications\310_Client\NPR 04 - I35 and NE 36th.docx

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001033456

Invoice Date: 25-JUN-25

Invoice Due Date: 25-JUL-25

Amount Due: \$7,317.00 USD

Project Number: 60751780

To process your payment timely and ensure credit is given, please include the AECOM invoice number when sending payment. Including this invoice number will allow AECOM to promptly apply your payment without delay or additional information requests placed upon your organization.

Failure to reference the AECOM invoice number when sending payment may result in delay of your account being credited.

To expedite payment processing, AECOM is asking its clients to submit payments electronically by ACH (Automated Clearing House) if possible.

ACH payments provide an alternative to paper checks, affording you the following advantages:

- Certainty of delivery
- Reduced operating costs through the elimination of paper check mailing

Regards,

AECOM Cash Application Department
CashAppsRemittance@aecom.com

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N



501 Sycamore Street, Suite 222, Waterloo, IA 50703
Tel: 319-232-6531
Fax: 319-232-0271

Federal Tax ID No. 95-2661922

ATTN : Leslie Hart
Ankeny, IA, City of
410 West First Street
Ankeny, IA 50023
United States

Invoice Date: 25-JUN-25
Invoice Number: 2001033456

Agreement Number: 60751780
Agreement Description:

Payment Term: 30 DAYS
Agreement Dated 02/17/2025
Please reference Invoice Number and Project Number with Remittance

Project Number : 60751780 Project Name : ANK - I35 and NE 36th St Interchange
Bill Through Date : 24-MAY-25 - 20-JUN-25
AECOM Project Manager: Allyn, Todd L
Agreement Dated 02/17/2025

Labor Multiplier							
Employee Name/Title	Title/Expenditure	Date	Hours	Rate	Raw Cost		Billed Amt
Adhikari, Rosy (Rosy)	Professional	30-MAY-25	24.50	34.35	841.52		
Adhikari, Rosy (Rosy)	Professional	06-JUN-25	2.00	34.35	68.70		
Allyn, Todd L	Project Professional	06-JUN-25	1.00	72.40	72.41		
Bernhardt, Mary E	Project Support	30-MAY-25	1.00	43.36	43.37		
Jeninga, James W (James)	Professional	06-JUN-25	1.50	46.38	69.57		
Salomonsen, Derek A	Staff Professional	30-MAY-25	9.00	60.32	542.85		
Salomonsen, Derek A	Staff Professional	06-JUN-25	4.50	60.32	271.44		
Salomonsen, Derek A	Staff Professional	20-JUN-25	3.50	60.32	211.11		
Van Sickle, Ethan (Ethan)	Professional	30-MAY-25	3.00	37.52	112.58		
Van Sickle, Ethan (Ethan)	Professional	06-JUN-25	2.00	37.52	75.05		
Van Sickle, Ethan (Ethan)	Professional	13-JUN-25	10.00	37.52	375.26		
Van Sickle, Ethan (Ethan)	Professional	20-JUN-25	5.00	37.52	187.63		
Total Labor Multiplier			67.00		2,871.49		2,871.49
OverHead Markup							3,603.73
Labor CPFF Total							6,475.22
Lump Sum							
<u>Description</u>							<u>Billed Amt</u>
Fixed Fee Labor							841.78
Total Lump Sum							841.78
Project Total : ANK - I35 and NE 36th St Interchange							7,317.00

Invoice Summaries		
Total Current Amount :		7,317.00
Retention Amount :		0.00
Pre-Tax Amount :		7,317.00
Tax Amount :		0.00
Total Invoice Amount :		7,317.00

Billing Summaries					
Billing Summary	Current	Prior	Total	Limit	Remain
Billings	7,317.00	19,803.00	27,120.00	141,600.00	114,480.00
Tax	0.00	0.00	0.00		
Billing Total :	7,317.00	19,803.00	27,120.00		



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #1 in the amount of \$13,620.30 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr - Concept Study 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th St Reconstruction – NW State St to NW Ash Dr – Concept Study
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 883.3883.4210 Finance Project #: 883.4210
Vendor Project #: Purchase Order #: NA
Original Contract Date: April 7, 2025 Vendor Account #: 9283

Date of Council Meeting: July 7, 2025 Payment Application #: 1

Payment Period: From: March 24, 2025 Through: May 9, 2025

Contract Summary:

Original Contract Amount:	\$	96,276.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	96,276.00	
Total Completed and Stored to Date:	\$	13,620.30	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	13,620.30	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	13,620.30	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	13,620.30	
Balance to Finish, Including Retainage:	\$	82,655.70	

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name

Signature Date

City of Ankeny Staff Approval: Matthew Grgurich
Signature Date 6/12/2025

Submit to: Matthew Grgurich, Civil Engineer II
E-mail: MGrgrich@ankenyiowa.gov Phone Number: 515-963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ -

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



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
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
Mark Mueller
220 W First Street
Ankeny, IA 50023

May 30, 2025
Project No: 24X.136148.000
Invoice No: 0364232
Client Account: ANKENY_CI_IA

Ankeny/NW 18th Street Reconstruction

NW State Street to NW Ash Drive

Project Management/Coordination/Meetings (0000001)

Professional Services

	Hours	Amount	
Senior Project Engineer	.50	107.50	
Design Engineer	8.50	1,402.50	
Totals	9.00	1,510.00	
Total Labor			1,510.00
Total this Task			\$1,510.00

Traffic Data Collection (0000002)

Professional Services

	Hours	Amount	
Design Engineer	26.00	4,290.00	
Totals	26.00	4,290.00	
Total Labor			4,290.00

Consultants

StreetLogic, Pro		2,956.80	
Total Consultants		2,956.80	2,956.80
Total this Task			\$7,246.80

Concept Study Analysis (0000004)

Professional Services

	Hours	Amount	
Principal	1.00	196.00	
Senior Project Engineer	3.50	752.50	
Graduate Engineer	27.00	3,915.00	
Totals	31.50	4,863.50	
Total Labor			4,863.50
Total this Task			\$4,863.50
Total this Invoice			\$13,620.30

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.

18th Street Reconstruction Monthly Progress Report

Date: June 5, 2025
To: Matt Grugurich
From: Zach Parsons

Billing Range: Through 5/15/25
Invoice No.: 0364232
BMI Project No. 24X.136148

Work Completed Last Period

Collected traffic counts. Performed observations of queuing using video data. Set up existing conditions and no build Synchro models. Performed crash analysis. Run turn warrants analysis

Upcoming Major Work Items

Develop Synchro/Sim Traffic and SIDRA models for Alternatives. Alternatives Modeling and Layouts review meeting with city staff.

Value Added / Potential Scope-Schedule Changes

Budget Status/Percent Complete

Task Number and Description		Budget Amount	Billed This Period	Billed Prior	Total Billed to Date	Budget Remaining	% of Budget Complete (Billed)	Estimated % of Work Complete
Task 1:	Project Management, Coordination, & Meetings	\$ 4,624.00	\$ 1,510.00	\$ -	\$ 1,510.00	\$ 3,114.00	32.7%	10%
Task 2:	Traffic Data Collection	\$ 11,047.00	\$ 7,246.80	\$ -	\$ 7,246.80	\$ 3,800.20	65.6%	80%
Task 3:	Survey and Data Collection	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	0.0%	0%
Task 4:	Concept Study Analysis	\$ 14,127.00	\$ 4,863.50	\$ -	\$ 4,863.50	\$ 9,263.50	34.4%	30%
Task 5:	Technical Report and Deliverables	\$ 36,478.00	\$ -	\$ -	\$ -	\$ 36,478.00	0.0%	0%
TOTAL		\$ 96,276.00	\$ 13,620.30	\$ -	\$ 13,620.30	\$ 82,655.70	14.1%	14%

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

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #8 in the amount of \$9,608.00 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 #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Prairie Ridge Dr-NW 9th St & NW Ash Dr Intersection Improvements
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 939.3939.4210 Finance Project #: 939.4210
Vendor Project #: Purchase Order #: NA
Original Contract Date: August 5, 2024 Vendor Account #: 9283

Date of Council Meeting: July 7, 2025 Payment Application #: 8

Payment Period: From: April 12, 2025 Through: May 9, 2025

Contract Summary:

Original Contract Amount:	\$	402,531.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	402,531.00	
Total Completed and Stored to Date:	\$	237,148.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	237,148.00	
Less Previous Applications for Payment:	\$	227,540.00	
SUBTOTAL:	\$		9,608.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,608.00

Balance to Finish, Including Retainage: \$ 165,383.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

Submit to: Matthew Grgurich, Civil Engineer II

E-mail: MGrurich@ankenyiowa.gov Phone Number: 515-963-3549

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
4	February 17, 2025	\$ 21,547.50
5	April 7, 2025	\$ 62,023.00
6	May 5, 2025	\$ 86,043.00
7	June 2, 2025	\$ 5,047.50
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 227,540.00

Record of Change Orders:

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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


**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

To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
Matt Grgurich
MGrgrich@AnkenyIowa.gov
Ankeny, IA 50023

May 30, 2025
Project No: 24X.135758.000
Invoice No: 0364233
Client Account: ANKENY_CI_IA

Ankeny/PRA9 Intersection Improvements
Project and Contract Management (0000001)
Professional Services

	Hours	Amount	
Principal	.50	98.00	
Project Manager	3.00	588.00	
Totals	3.50	686.00	
Total Labor			686.00
		Total this Task	\$686.00

Project Coordination/Public Involvement (0000002)
Professional Services

	Hours	Amount	
Principal	15.00	2,940.00	
Senior Project Engineer	6.00	1,224.00	
Totals	21.00	4,164.00	
Total Labor			4,164.00
		Total this Task	\$4,164.00

Survey and Data Collection (0000003)
Professional Services

	Hours	Amount	
Licensed Project Surveyor	1.00	180.00	
Totals	1.00	180.00	
Total Labor			180.00
		Total this Task	\$180.00

Design Phase Services (0000004)
Professional Services

	Hours	Amount	
Principal	1.50	294.00	
Senior Project Engineer	21.00	4,284.00	
Totals	22.50	4,578.00	
Total Labor			4,578.00

Total this Task	\$4,578.00
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Total this Invoice	\$9,608.00
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Billings to Date

	Current	Prior	Total
Labor	9,608.00	223,115.00	232,723.00
Expense	0.00	4,425.00	4,425.00
Totals	9,608.00	227,540.00	237,148.00

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: June 5, 2025
To: Matt Grugurich
From: Zach Parsons

Billing Through: 4/12/2025-5/9/2025
Invoice No.: 0364233
BMI Project No. 24X.135758.000

Work Completed Last Period

Design Criteria Memo, Preliminary Plans

Upcoming Major Work Items

Check Plans, Utility Coordination, Right of Way Coordination

Value Added / Potential Scope-Schedule Changes

Lighting photometrics and plans, additional topo of church ditch, establish right of way for new left turn lane addition on north end of project

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	\$ 686.00	\$ 7,816.50	\$ 8,502.50	\$ 11,323.50	43%	43%
Task 2: Project Coordination & Public Participation and Involvement	\$ 35,398.00	\$ 4,164.00	\$ 2,156.00	\$ 6,320.00	\$ 29,078.00	18%	20%
Task 3: Survey and Data Collection	\$ 31,348.00	\$ 180.00	\$ 16,944.50	\$ 17,124.50	\$ 14,223.50	55%	50%
Task 4: Design Phase Services	\$ 247,268.00	\$ 4,578.00	\$ 196,198.00	\$ 200,776.00	\$ 46,492.00	81%	65%
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%
TOTAL	\$ 402,531.00	\$ 9,608.00	\$ 227,540.00	\$ 237,148.00	\$ 165,383.00	59%	57%

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

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #8 in the amount of \$655,232.53 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 #8

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 #:** 661.445
Vendor Project #: **Purchase Order #:**
Original Contract Date: October 16, 2023 **Vendor Account #:** 522

Date of Council Meeting: July 7, 2025 **Payment Application #:** 8
Payment Period: From: March 2, 2025 Through: May 2, 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:	\$	5,980,138.11	
Retainage: 5 % of Completed Work:	\$	299,006.91	
Total Earned Less Retainage:	\$	5,681,131.20	
Less Previous Applications for Payment:	\$	5,025,898.67	
SUBTOTAL:	\$		655,232.53

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 655,232.53

Balance to Finish, Including Retainage: \$ 3,999,527.39

Contract Time Remaining (Substantial): 182.0 #
Contract Time Remaining (Full): 212.0 #

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

Signature: Brett Keller Date: 6/19/2025

Engineer / Consultant Approval: HDR Engineering, Inc.
 Firm Name

Signature: Fleming, Scott Date: 6/19/2025
 Digitally signed by Fleming, Scott
 Reason: I have reviewed this document
 Date: 2025.06.19 12:19:58-05'00'

City of Ankeny Staff Approval:

Signature: Donald Clark Date: 6/19/25

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, 2024	\$ 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	February 17, 2025	\$ 746,512.04
7	March 16, 2025	\$ 359,009.76
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Previous Applications for Payment:

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Record of Change Orders:

No.	Date	Amount
1	March 18, 2024	\$ (83,000.00)
2	January 21, 2025	\$ 11,900.00
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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:	543.0
Working Days Remaining:	182.0

Full Completion:

Contract Working Days:	755.0
Added by Change Order:	0.0
Total Working Days:	755.0
Working Days Used to Date:	543.0
Working Days Remaining:	212.0

PREVIOUS PAY APPS TOTAL = \$ 5,025,898.67



INVOICE

MAIL TO: HDR Attn Rob Baker 2901 South loop Drive, Suite 3300 Attn: Rob Baker Ph. 515-473-5785 Ema Rob.Baker@hdrinc	SOLD TO: City of Ankeny, IA Attn: Don Clark 1210 NW Prarie Ridge Rd Job Location: ANKENY, IA Project No.: 10345779
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INVOICE NO. 252422-06 70
APPLICATION NO. 8
INVOICE DATE 05/20/25
DUE DATE 06/19/25

TERMS Net 30
A/P VENDOR NO. 0

Work From Date: 03/02/25
Work Thru Date: 05/02/25
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)
Total Contract Price \$9,680,658.59

SCHEDULE OF VALUES	UNITS OF MEASURE	TOTAL UNITS	UNIT PRICE	TOTAL PRICE	TOTAL UNITS OR % COMPLETE	AMOUNT DUE
General Provisions and Covenants						
1.01 Mobilization, Demobilization, General Provisions and Covenants	LS	1	\$175,000.00	\$175,000.00	80%	\$140,000.00
Earthwork						
2.01 General Clearing and Grubbing	LS	1	\$26,525.00	\$26,525.00	100%	\$26,525.00
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	500 Units	\$7,960.00
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
Sewers and Drains						
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
Water Mains and Appurtenances						
5.01 Water Main and Fittings Removal At and Including Connector	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	60 Units	\$43,288.80
5.03 4" Water Main Open Cut, PVC or DIP, RJ	LF	1	\$122.02	\$5,490.90	0%	\$0.00
5.04 24" 45 Degree Bend	EA	1	\$9,283.75	\$27,851.25	0%	\$0.00
5.05 24" x 6" Tee	EA	1	\$8,391.18	\$16,782.36	0%	\$0.00
5.06 12" x 4" Tee, Cut Into Existing 12" Main	EA	1	\$10,079.50	\$10,079.50	0%	\$0.00
5.07 24" Gate Valve	EA	1	\$34,117.52	\$34,117.52	0%	\$0.00
5.08 4" Gate Valve	EA	1	\$3,705.01	\$3,705.01	0%	\$0.00
5.09 Fire Hydrant Assembly Removal	EA	1	\$1,591.50	\$4,774.50	0%	\$0.00
5.10 Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings	EA	1	\$5,305.00	\$15,915.00	0%	\$0.00
Structures for Sanitary and Storm Sewers						
6.01 48" Circular Storm Sewer Manhole Over Existing Sewer, Type	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
Streets and Related Work						
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
Site Work and Landscaping						
8.01 Temporary Seeding, Fertilizing, and Mulching for Conventional	AC	1.3	\$11,305.36	\$14,696.97	69%	\$10,126.21
8.02 Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding	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 Seeding	AC	0.15	\$202,078.06	\$30,311.71	0%	\$0.00
8.13 Wattle	LF	406	\$15.69	\$6,370.14	37%	\$2,335.99
8.14 Temporary Rolled Erosion Control Product (RECP)	SY	976	\$8.49	\$8,286.24	0%	\$0.00
8.15 Tree - Maidenhair Tree	EA	5	\$689.65	\$3,448.25	0%	\$0.00
8.16 Tree - Moraine Sweet Gum	EA	7	\$497.61	\$3,483.27	0%	\$0.00
8.17 Tree - Redmond American Linden	EA	4	\$419.10	\$1,676.40	0%	\$0.00
8.18 Tree - White Fir	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.19 Tree - Eastern Redcedar	EA	7	\$466.84	\$3,267.88	0%	\$0.00
8.20 Tree - Norway Spruce	EA	4	\$530.50	\$2,122.00	0%	\$0.00
8.21 Shrub - Iroquois 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

Special Provisions Items							
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	0	0	\$0.00		0%	\$0.00
201	Bonds & Insurance	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	82%	\$1,217,742.35
204	Fabrication & Ship (Concrete Shaft)	LS	1	\$123,500.00	\$123,500.00	100%	\$123,500.00
205	Fabrication & Ship (Tank Erection @ Grade)	LS	1	\$426,000.00	\$426,000.00	95%	\$404,700.00
206	Fabrication and Ship (Hoist Tank)	LS	1	\$57,600.00	\$57,600.00	85%	\$48,960.00
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	100%	\$59,000.00
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	100%	\$1,078,500.00
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	100%	\$100,000.00
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
ADD ALTERNATE NO. 1							
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		62%	\$5,980,138.11
				Progress Completed to Date			\$5,980,138.11
				Less: Retention 5%			\$299,006.91
				Total Amount Billed to Date			\$5,681,131.20
				Less: Amount Previously Invoiced			\$5,025,898.67
				Current Amount Due			\$655,232.53

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

APPLICATION AND CERTIFICATE FOR PAYMENT

A/A DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Ankeny, IA

CUSTOMER PROJECT:

CB&I INVOICE NO. 252422-08

Distribution to:

(OWNER) Attn: Don Clark

1210 NW Prairie Ridge Rd

10345779

APPLICATION NO. 8

OWNER

FROM (CONTRACTOR):

VIA (ENGINEER):

WORK FROM DATE: 03/02/25
WORK THRU DATE: 05/02/25ENGINEER
CONTRACTOR
OTHER

CB&I Storage Tank Solutions LLC

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

By:  Date: 05/20/25

A/R Administrator

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: 0

By: Fleming, Scott



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.

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, A/A 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)

\$5,980,138.11

5. RETAINAGE:

a. 5% of Completed Work

\$299,006.91

b. 0% of Stored Material

0.00

Total Retainage (Line 5a + 5b or Col F on G703)

(Total in Col I of G703)

\$299,006.91

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$5,681,131.202

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$5,025,898.67

9. BALANCE TO FINISH, PLUS RETAINAGE

\$3,999,527.39

(Line 3 less Line 6)

\$3,999,527.39

CONTINUATION SHEET

AIA DOCUMENT 703

PAGE 2 OF 2 PAGES

AIA Document 703, 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: 252422-08
APPLICATION NUMBER: 8
APPLICATION DATE: 05/20/25
WORK FROM DATE: 03/02/25
WORK THRU DATE: 05/02/25

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 ÷ 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 ÷ C)	BALANCE TO FINISH (C - G)	PREVIOUS RETAINAGE 5%	CURRENT RETAINAGE 5%	TOTAL RETAINAGE 5%
1.01	General Provisions and Covenants Mobilization, Demobilization, General Provisions and Con	0	175,000	175,000.00	113,750.00	65%	26,250.00		140,000.00	80%	35,000.00	5,687.50	1,312.50	7,000.00
2.01	Earthwork General Clearing and Grubbing	1	26,525	26,525.00	21,220.00	80%	5,305.00		26,525.00	100%	0.00	1,061.00	265.25	1,326.25
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	35.99
2.03	Excavation and Haul-Off, Class 10	2700	16	42,984.00	0.00	0%	7,960.00		7,960.00	19%	35,024.00	0.00	398.00	398.00
2.04	Excavation and Embankment, Class 10	700	40	28,224.00	0.00	0%	0.00		0.00	0%	28,224.00	0.00	0.00	0.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements Sewers and Drains	2057	40	82,938.24	0.00	0%	0.00		0.00	0%	82,938.24	0.00	0.00	0.00
4.01	15" Storm Sewer Pipe, RCP	271	125	33,929.20	0.00	0%	0.00		0.00	0%	33,929.20	0.00	0.00	0.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	1,592	3,183.00	0.00	0%	0.00		0.00	0%	3,183.00	0.00	0.00	0.00
4.03	6" Subdrains, Case B, Type 1	376	10	3,771.28	0.00	0%	0.00		0.00	0%	3,771.28	0.00	0.00	0.00
4.04	6" Subdrains, Case C, Type 1	387	8	3,181.14	0.00	0%	0.00		0.00	0%	3,181.14	0.00	0.00	0.00
4.05	6" Subdrains, Detention Pond	203	9	1,749.86	0.00	0%	0.00		0.00	0%	1,749.86	0.00	0.00	0.00
4.06	6" Subdrain Cleanouts, Type A-1	11	835	9,185.11	0.00	0%	0.00		0.00	0%	9,185.11	0.00	0.00	0.00
4.07	6" Subdrain Outlets into Structure	5	796	3,978.75	0.00	0%	0.00		0.00	0%	3,978.75	0.00	0.00	0.00
5.01	Water Mains and Appurtenances Water Main and Fittings Removal At and Including Conn	1	14,854	14,854.00	0.00	0%	0.00		0.00	0%	14,854.00	0.00	0.00	0.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	1	721	248,970.60	0.00	0%	43,288.80		43,288.80	17%	205,621.80	0.00	2,164.44	2,164.44
5.03	4" Water Main Open Cut, PVC or DIP, RJ	1	122	5,490.90	0.00	0%	0.00		0.00	0%	5,490.90	0.00	0.00	0.00
5.04	24" 45 Degree Bend	1	9,284	27,851.25	0.00	0%	0.00		0.00	0%	27,851.25	0.00	0.00	0.00
5.05	24" x 6" Tee	1	8,391	16,782.36	0.00	0%	0.00		0.00	0%	16,782.36	0.00	0.00	0.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	10,080	10,079.50	0.00	0%	0.00		0.00	0%	10,079.50	0.00	0.00	0.00
5.07	24" Gate Valve	1	34,118	34,117.52	0.00	0%	0.00		0.00	0%	34,117.52	0.00	0.00	0.00
5.08	4" Gate Valve	1	3,705	3,705.01	0.00	0%	0.00		0.00	0%	3,705.01	0.00	0.00	0.00
5.09	Fire Hydrant Assembly Removal Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping &	1	1,592	4,774.50	0.00	0%	0.00		0.00	0%	4,774.50	0.00	0.00	0.00
5.1	Structures for Sanitary and Storm Sewers	1	5,305	15,915.00	0.00	0%	0.00		0.00	0%	15,915.00	0.00	0.00	0.00
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Single Open-Throat Curb Intake, Small Box, Type SW-51	1	12,732	12,732.00	0.00	0%	0.00		0.00	0%	12,732.00	0.00	0.00	0.00
6.02	Circular Area Intake, Type SW-512	3	2,653	7,957.50	0.00	0%	0.00		0.00	0%	7,957.50	0.00	0.00	0.00
6.03	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	0.00
6.04	Streets and Related Work	0	-	0.00	0.00	0%	0.00	#DIV/0!	0.00	0%	0.00	0.00	0.00	0.00
7.01	9" PCC Pavement, Driveway	1023	153	156,293.94	0.00	0%	0.00		0.00	0%	156,293.94	0.00	0.00	0.00
7.02	7" PCC Pavement, Driveway	787	159	125,251.05	0.00	0%	0.00		0.00	0%	125,251.05	0.00	0.00	0.00
7.03	6" PCC Curb and Gutter	30	159	4,774.50	0.00	0%	0.00		0.00	0%	4,774.50	0.00	0.00	0.00
7.04	6" River Rock Surfacing	49	52	2,547.51	0.00	0%	0.00		0.00	0%	2,547.51	0.00	0.00	0.00
7.05	Detectable Warnings	60	64	3,819.60	0.00	0%	0.00		0.00	0%	3,819.60	0.00	0.00	0.00
8.01	Site Work and Landscaping 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	0.00
8.03	Rip Rap for Pipe Outlet, Class E	25	66	1,644.50	0.00	0%	0.00		0.00	0%	1,644.50	0.00	0.00	0.00
8.04	Silt Fence	1135	5	6,004.15	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	0.00
8.09	Swing Gate	1	2,653	2,652.50	0.00	0%	0.00		0.00	0%	2,652.50	0.00	0.00	0.00
8.1	Retaining Wall	1	291,775	291,775.00	0.00	0%	0.00		0.00	0%	291,775.00	0.00	0.00	0.00
8.11	Bollards	2	1,061	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydrat	0	202,078	30,311.71	0.00	0%	0.00		0.00	0%	30,311.71	0.00	0.00	0.00
8.13	Wattle	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	0.00
8.15	Tree - Maidenhair Tree	5	690	3,448.25	0.00	0%	0.00		0.00	0%	3,448.25	0.00	0.00	0.00
8.16	Tree - Moraine Sweet Gum	7	498	3,483.27	0.00	0%	0.00		0.00	0%	3,483.27	0.00	0.00	0.00
8.17	Tree - Redmond American Linden	4	419	1,676.40	0.00	0%	0.00		0.00	0%	1,676.40	0.00	0.00	0.00
8.18	Tree - White Fir	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.19	Tree - Eastern Redcedar	7	467	3,267.88	0.00	0%	0.00		0.00	0%	3,267.88	0.00	0.00	0.00
8.2	Tree - Norway Spruce	4	531	2,122.00	0.00	0%	0.00		0.00	0%	2,122.00	0.00	0.00	0.00
8.21	Shrub - Iroquois Beauty Black Chokeberry	8	51	407.44	0.00	0%	0.00		0.00	0%	407.44	0.00	0.00	0.00

8.23	Shrub - Hummingbird Summersweet	9	55	496.53	0.00	0%	0.00	0.00	0%	496.53	0.00	0.00
200	Special Provisions Items											
201	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	437,500	437,500.00	437,500.00	100%	0.00	437,500.00	100%	0.00	0.00	0.00
202	Bonds & Insurance	1	587,500	587,500.00	587,500.00	100%	0.00	587,500.00	100%	0.00	0.00	0.00
203	Engineering	1	1,485,052	1,485,051.65	1,084,087.70	73%	0.00	1,217,742.35	82%	267,309.30	54,204.39	6,682.73
204	Tank Material	1	123,500	123,500.00	117,325.00	95%	6,175.00	123,500.00	100%	0.00	5,866.25	308.75
205	Fabrication & Ship (Concrete Shaft)	1	426,000	426,000.00	362,100.00	85%	42,600.00	404,700.00	95%	21,300.00	18,105.00	2,130.00
206	Fabrication & Ship (Hoist Tank)	1	57,600	57,600.00	0.00	0%	48,960.00	48,960.00	85%	8,640.00	0.00	2,448.00
207	Temporary Construction Fence	1	59,000	59,000.00	59,000.00	100%	0.00	59,000.00	100%	0.00	2,950.00	0.00
208	Deep Foundation (ACP)	1	398,300	398,300.00	398,300.00	100%	0.00	398,300.00	100%	0.00	19,915.00	0.00
209	Pile Cap Foundation	1	798,700	798,700.00	798,700.00	100%	0.00	798,700.00	100%	0.00	39,935.00	0.00
210	Site Prep for C&B1	1	59,000	59,000.00	53,100.00	90%	5,900.00	59,000.00	100%	0.00	2,655.00	295.00
211	Set Derrick	1	98,400	98,400.00	98,400.00	100%	0.00	98,400.00	100%	0.00	4,920.00	0.00
212	Concrete Shaft	1	1,078,500	1,078,500.00	808,875.00	75%	269,625.00	1,078,500.00	100%	0.00	40,443.75	13,481.25
213	Tank Erection @ Grade	1	698,000	698,000.00	0.00	0%	0.00	0.00	0%	698,000.00	0.00	0.00
214	Paint Tank at Grade	1	359,000	359,000.00	0.00	0%	0.00	0.00	0%	359,000.00	0.00	0.00
215	Hoist and Complete Tank	1	193,500	193,500.00	0.00	0%	0.00	0.00	0%	193,500.00	0.00	0.00
216	Paint Tank in Air	1	269,500	269,500.00	0.00	0%	0.00	0.00	0%	269,500.00	0.00	0.00
217	Concrete Floor	1	40,000	40,000.00	0.00	0%	0.00	0.00	0%	40,000.00	0.00	0.00
218	Equipment Pads	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00
219	Splash Pad	1	5,000	5,000.00	0.00	0%	0.00	0.00	0%	5,000.00	0.00	0.00
220	Interior base/floor piping.	1	100,000	100,000.00	0.00	0%	100,000.00	100,000.00	100%	0.00	5,000.00	5,000.00
221	Doors (Overhead & Personnel)	1	24,000	24,000.00	0.00	0%	0.00	0.00	0%	24,000.00	0.00	0.00
222	Seize and Fill	1	8,000	8,000.00	0.00	0%	0.00	0.00	0%	8,000.00	0.00	0.00
300	Bulk Water Station Package Equipment	1	327,584	327,583.75	275,170.35	84%	0.00	275,170.35	84%	52,413.40	13,758.52	0.00
301	Bulk Water Station Installation (Shipping/Unloading, Com	1	79,575	79,575.00	53,315.25	67%	0.00	53,315.25	67%	26,259.75	2,665.76	0.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk V	1	171,649	171,648.58	0.00	0%	0.00	0.00	0%	171,648.58	0.00	0.00
601	Area Lights Pole Mounted	2	10,537	20,074.12	0.00	0%	0.00	0.00	0%	20,074.12	0.00	0.00
602	SCADA Equipment Installation (Level Transducer, PLC F	1	12,520	12,519.80	0.00	0%	0.00	0.00	0%	12,519.80	0.00	0.00
1001	ADD ALTERNATE NO. 1											
1002	6" Granular Subbase for 6" HMA Pavement	488	51	24,853.84	0.00	0%	0.00	0.00	0%	24,853.84	0.00	0.00
1003	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	94	40,227.18	0.00	0%	0.00	0.00	0%	40,227.18	0.00	0.00
1004	4" Sanitary Sewer Service Stub, PVC	38	159	6,047.70	0.00	0%	0.00	0.00	0%	6,047.70	0.00	0.00
1005	48" Circular Sanitary Sewer Manhole, Type SW-301	3	12,732	38,196.00	0.00	0%	0.00	0.00	0%	38,196.00	0.00	0.00
1006	Connection to Existing Sanitary Sewer Manhole	1	7,958	7,957.50	0.00	0%	0.00	0.00	0%	7,957.50	0.00	0.00
1007	6" HMA Pavement, Driveway	488	97	47,350.64	0.00	0%	0.00	0.00	0%	47,350.64	0.00	0.00
1007	5" PCC Pavement, Sidewalk/Trail	428	159	68,116.20	0.00	0%	0.00	0.00	0%	68,116.20	0.00	0.00
CO	Change Orders											
CO	Catwalk Modifications	LS	1	(3,000.00)	0.00	0%	0.00	0.00	0%	(3,000.00)	0.00	0.00
CO	Welded Stainless Steel Fresh Mix System	LS	1	(80,000.00)	0.00	0%	0.00	0.00	0%	(80,000.00)	0.00	0.00
CO-02	Couplings, Brass Plugs	LS	1	11,900.00	0.00	0%	0.00	0.00	0%	11,900.00	0.00	0.00
				9,680,658.59	5,290,419.65	55%	698,718.45	0.00	5,980,138.11	61.77%	3,700,520.48	264,520.98
											34,485.92	299,006.91

AA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 - AIA-1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1992



PARTIAL WAIVER OF LIEN

To: City of Ankeny, IA
Attn: Don Clark
1210 NW Prairie 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

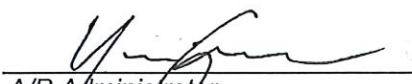
in accordance with the Agreement Signed/Effective Date of 10/16/23 ,
certify that we have fully paid for all work, labor, material, supplies and equipment
furnished to date by us, or by our subcontractors, or material men then due and
owing. In consideration of payments to us of: \$655,232.53

for the following invoice(s),

<u>Invoice Number</u>	<u>Invoice Amount</u>	<u>Work Thru Date</u>
252422-08	\$655,232.53	05/02/25

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 20th day of May , 2025.



A/R Administrator
CB&I Storage Tank Solutions LLC



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$9,590.00 to Confluence, Inc., for engineering services on the Trestle Ridge Park construction 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

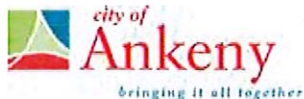
PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay App #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: TRESTLE RIDGE PARK
Contractor: CONFLUENCE
Address: 525 17TH Street, Des Moines, IA 50309
Finance Budget Code: 973.2973.4210 **Finance Project #:** 973.4210
Vendor Project #: 24421 **Purchase Order #:**
Original Contract Date: February 3, 2025 **Vendor Account #:** 614

Date of Council Meeting: July 7, 2025 **Payment Application #:** 3
Payment Period: From: May 21, 2025 Through: June 20, 2025

Contract Summary:

Original Contract Amount:	\$	49,500.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	49,500.00	
 Total Completed and Stored to Date:	\$	27,670.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	27,670.00	
Less Previous Applications for Payment:	\$	18,080.00	
SUBTOTAL:	\$		9,590.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 9,590.00

Balance to Finish, Including Retainage: \$ 21,830.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Confluence

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Nick Lenox
E-mail: nlenox@ankenyiowa.gov **Phone Number:** 515.963.3576



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #11 in the amount of \$90,612.60 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 #11

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: July 7, 2025 Payment Application #: 11

Payment Period: From: March 1, 2025 Through: April 30, 2025

Contract Summary:

Original Contract Amount:	\$	746,690.00	
Net Change by Change Orders:	\$	507,980.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,254,670.00	
Total Completed and Stored to Date:	\$	697,323.10	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	697,323.10	
Less Previous Applications for Payment:	\$	606,710.50	
SUBTOTAL:	\$	90,612.60	

OTHER CHARGES: 1 \$ -

CURRENT PAYMENT DUE: \$ 90,612.60

Balance to Finish, Including Retainage: \$ 557,346.90

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: 2025.06.10 15:53:22 -0507

June 10, 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

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
7	February 17, 2025	\$ 62,112.50
8	March 3, 2025	\$ 62,164.68
9	April 7, 2025	\$ 69,389.10
10	April 21, 2025	\$ 26,635.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 606,710.50

Record of Change Orders:

No.	Date	Amount
1	May 19, 2025	\$ 507,980.00
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CHANGE ORDER TOTAL = \$ 507,980.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

Invoice

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

May 01, 2025

Project No: 0024A002.00

Invoice No: 96562

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total	USD 55,784.20
----------------------	----------------------

Project 0024A002.00 West First St Widening and Improvements - Phase 2

Professional Services through March 31, 2025**Professional Personnel**

	Hours	Rate	Amount	
Engineer/Planner/Scientist VIII	45.00	228.00	10,260.00	
Engineer/Planner/Scientist VII	7.50	213.00	1,597.50	
Engineer/Planner/Scientist IV	106.50	168.00	17,892.00	
Engineer/Planner/Scientist III	69.10	153.00	10,572.30	
Technician/Designer IX	4.00	186.00	744.00	
Technician/Designer III	35.30	118.00	4,165.40	
Surveyor/Construction Manager IV	31.00	213.00	6,603.00	
Project Administrator V	1.00	110.00	110.00	
Totals	299.40		51,944.20	
Total Labor				51,944.20

Subconsultants**3,840.00****Billing Limits**

	Current	Prior	To-Date
Total Billings	55,784.20	606,710.50	662,494.70
Limit			746,690.00
Remaining			84,195.30

Total This Invoice	USD 55,784.20
---------------------------	----------------------

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

June 02, 2025

Project No: 0024A002.00

Invoice No: 97179

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 34,828.40

Project 0024A002.00 West First St Widening and Improvements - Phase 2

Professional Services through April 30, 2025

Professional Personnel

	Hours	Rate	Amount
Engineer/Planner/Scientist VIII	28.00	228.00	6,384.00
Engineer/Planner/Scientist IV	99.50	168.00	16,716.00
Engineer/Planner/Scientist III	30.30	153.00	4,635.90
Technician/Designer IX	7.00	186.00	1,302.00
Technician/Designer VI	2.00	157.00	314.00
Technician/Designer IV	4.00	131.00	524.00
Technician/Designer III	27.50	118.00	3,245.00
Surveyor/Construction Manager IV	7.50	213.00	1,597.50
Project Administrator V	1.00	110.00	110.00
Totals	206.80		34,828.40
Total Labor			34,828.40

Billing Limits	Current	Prior	To-Date
Total Billings	34,828.40	662,494.70	697,323.10
Limit			1,254,670.00
Remaining			557,346.90
Total This Invoice			USD 34,828.40

Outstanding Invoices

Number	Date	Balance
96562	5/1/2025	55,784.20
Total		55,784.20

Summary of Services Report - Project Code: 971.4210

Project Title: West First Street Widening and Improvements – Phase 2

Period: March 1, 2025 to April 30, 2025

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Project coordination and project management.
- Utility coordination continues.
- Completion of preliminary plans.
- Draft plats for fee title acquisition.
- Parcel impact displays.
- Preparation for public information meeting.

Work Scheduled:

The following work tasks will be completed in May and June of 2025:

- Continue design development coordination and project management.
- Continue coordination with utility companies.
- Offer packets for property acquisition.
- Public information meeting.
- Development of check plans.

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
ROW Negotiations	April 2025 – August 2025
Final Design	May 2025 – August 2025

General Comments:

- Executed Amendment 1 received on May 20, 2025.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$3,750.00 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study 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. JEO - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny North Four Mile Creek Sanitary Sewer Study
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 550.3550.4210 **Finance Project #** 550.4210
Vendor Project or Invoice #: 240666.00 **PO #**
Original Contract Date: January 21, 2025 **Vendor #** 7827

Date of Council Meeting: July 7, 2025 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: April 12, 2025 Through: May 16, 2025

Contract Summary

Original Contract Amount:	\$	64,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	64,700.00	
Total completed and stored to date:	\$	7,500.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	7,500.00	
Less previous applications for payment:	\$	3,750.00	
SUBTOTAL	\$		3,750.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,750.00

Balance to finish, including retainage: \$ 57,200.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

June 18, 2025

City of Ankeny Staff Approval:

Signature

Date

6-30-25

Submit to:

Don Clark, PE - Director of Municipal Utilities

E-mail:

DClark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 24, 2025	\$ 1,875.00
2	April 30, 2025	\$ 1,875.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 3,750.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -Contract Time Remaining

Contract Period: Working Days
Original Contract Date: _____
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: 0.0
Time Used to Date: _____
Contract Time Remaining: 0.0



Invoice

May 27, 2025

Project No: R240666.00

Invoice No: 161364

Invoice Amount: 3,750.00

Don Clark
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Curtis Kampman

Project R240666.00 Ankeny North Four Mile Creek Sanitary Sewer Study

Professional Services through May 16, 2025

See attached pay app

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Hydraulic Modeling	\$45,900.00	16%	\$7,500.00	\$3,750.00	\$3,750.00
Technical Memorandum	\$15,600.00	0%	0.00	0.00	0.00
Hourly Phase(s)					
Review Meetings			0.00	0.00	0.00
Additional Services			0.00	0.00	0.00
Total	\$61,500.00		\$7,500.00	\$3,750.00	\$3,750.00
Total Amount Due Upon Receipt :					\$3,750.00

Email invoices to: DClark@Ankenylowa.gov



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$7,484.00 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study 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. JEO - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny North Four Mile Creek Sanitary Sewer Study
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 550.3550.4210 **Finance Project #** 550.4210
Vendor Project or Invoice #: 240666.00 **PO #**
Original Contract Date: January 21, 2025 **Vendor #** 7827

Date of Council Meeting: July 7, 2025 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: May 17, 2025 Through: June 13, 2025

Contract Summary

Original Contract Amount:	\$	64,700.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	64,700.00	
Total completed and stored to date:	\$	14,984.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	14,984.00	
Less previous applications for payment:	\$	7,500.00	
SUBTOTAL	\$		7,484.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,484.00

Balance to finish, including retainage: \$ 49,716.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

June 23, 2025

City of Ankeny Staff Approval:

Signature

Date

6-30-25

Submit to:

Don Clark, PE - Director of Municipal Utilities

E-mail:

DClark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 24, 2025	\$ 1,875.00
2	April 30, 2025	\$ 1,875.00
3	May 27, 2025	\$ 3,750.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 7,500.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -**Contract Time Remaining**

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u></u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>0.0</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u>0.0</u>



Invoice

June 23, 2025

Project No: R240666.00

Invoice No: 162228

Invoice Amount: 7,484.00

Don Clark
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Curtis Kampman

Project R240666.00 Ankeny North Four Mile Creek Sanitary Sewer Study

Professional Services through June 13, 2025

See attached pay app

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Hydraulic Modeling	\$45,900.00	30%	\$13,860.00	\$7,500.00	\$6,360.00
Technical Memorandum	\$15,600.00	7%	\$1,124.00	0.00	\$1,124.00
Hourly Phase(s)					
Review Meetings			0.00	0.00	0.00
Additional Services			0.00	0.00	0.00
Total	\$61,500.00		\$14,984.00	\$7,500.00	\$7,484.00
Total Amount Due Upon Receipt :					\$7,484.00

Outstanding Invoices

Number	Date	Balance
161364	5/27/2025	3,750.00
Total		3,750.00

Email invoices to: DClark@Ankenylowa.gov



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #23 in the amount of \$5,413.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street 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. JEO - Pymt #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

##

Date of Council Meeting: July 7, 2025
PAYMENT REQUEST # 23
PAYMENT PERIOD: From: May 10, 2025 Through: June 6, 2025

Contract Summary

Original Contract Amount:	\$	106,780.00
Net change by Change Orders:	\$	75,380.00
Contract Amount to Date: (line 1 ± 2)	\$	182,160.00
Total completed and stored to date:	\$	165,267.50
Retainage: 0 % of Completed Work:	\$	-
Total Earned less Retainage:	\$	165,267.50
Less previous applications for payment:	\$	159,854.00
SUBTOTAL	\$	5,413.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,413.50

Balance to finish, including retainage: \$ 16,892.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature Date June 12, 2025

City of Ankeny Staff Approval:

Signature Date 6/16/2025

Submit to: Becky Ford, PE, CFM - Storm Water & Environmental Manager
E-mail: BFord@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
10	May 1, 2023	\$ 1,901.25
11	June 5, 2023	\$ 4,112.50
12	October 16, 2023	\$ 412.50
13	November 6, 2023	\$ 1,453.75
14	March 4, 2024	\$ 3,558.75
15	April 1, 2024	\$ 15,397.25
16	May 6, 2024	\$ 6,374.25
17	August 19, 2024	\$ 7,544.00
18	September 3, 2024	\$ 4,734.00
19	November 4, 2024	\$ 2,833.75
20	December 16, 2024	\$ 6,335.75
21	February 3, 2025	\$ 7,099.75
22	June 2, 2025	\$ 4,431.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 159,854.00

Record of Change Orders

No.	Date	Amount
1	February 19, 2024	\$ 75,380.00
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CHANGE ORDER TOTAL = \$ 75,380.00

Contract Time Remaining

Contract Period:	<u>Working Days</u>
Original Contract Date:	<u></u>
Original Contract Time:	<u></u>
Added by Change Order:	<u></u>
Contract Time to Date:	<u>0.0</u>
Time Used to Date:	<u></u>
Contract Time Remaining:	<u>0.0</u>



June 12, 2025

Becky Ford, PE, CFM
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 23
JEO Project No. 200170.02

Becky,

This is the twenty-third progress report for the above referenced project and covers work through June 6, 2025. Work related to this project includes construction coordination, construction staking, and as-built survey of the water line.

We are excited to continue to work with the City of Ankeny on this project. Please contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Project Manager

Enclosures



Engineering | Architecture | Surveying | Planning

Invoice

June 13, 2025

Project No: R200170.02

Invoice No: 162008

Invoice Amount: 5,413.50

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Michael Mitchell

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through June 6, 2025

- Progress Report and Current Pay App Attached

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$22,810.00		\$22,810.00	\$22,810.00	0.00
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$71,239.00		\$71,239.00	\$71,239.00	0.00
Public Information Meeting	\$3,860.00		\$3,860.00	\$3,860.00	0.00
Bidding Phase Services	\$5,235.00		\$5,235.00	\$5,235.00	0.00
Limited Construction Administration	\$9,910.00		\$14,769.25	\$14,660.75	\$108.50
Limited Resident Project Representation	\$17,280.00		\$6,956.25	\$6,956.25	0.00
Construction Staking	\$27,830.00		\$23,490.00	\$19,247.50	\$4,242.50
Post-Construction Services	\$6,021.00		\$3,845.50	\$2,783.00	\$1,062.50
Monument Preservation	\$5,175.00		\$262.50	\$262.50	0.00
Total	\$182,160.00		\$165,267.50	\$159,854.00	\$5,413.50
Total Amount Due Upon Receipt :					\$5,413.50

Email Invoice to: BFord@Ankenylowa.gov

Billing Backup

JEO Consulting Group, Inc.

Invoice 162008 Dated 6/13/2025

Friday, June 13, 2025

1:19:37 PM

Project	R200170.02	Ankeny SE 3rd Street Improvements - Phase 2
Phase	500TRA	Limited Construction Administration (TRA)

Hours this Invoice

			Hours		Amount
63 - Transportation Project Manager	5/22/2025		.50	217.00	108.50
Totals			.50		108.50
Total Labor					108.50

Total this Phase \$108.50

Phase	610SUR	Construction Staking (SUR)
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Hours this Invoice

			Hours		Amount
63 - Survey Project Manager	5/21/2025		8.50	165.00	1,402.50
63 - Survey Project Manager	5/28/2025		5.00	165.00	825.00
50 - Senior Survey Technician	5/20/2025		3.00	125.00	375.00
50 - Senior Survey Technician	5/21/2025		8.50	125.00	1,062.50
50 - Senior Survey Technician	5/27/2025		1.50	125.00	187.50
50 - Senior Survey Technician	5/28/2025		2.00	130.00	260.00
50 - Senior Survey Technician	6/1/2025		1.00	130.00	130.00
Totals			29.50		4,242.50
Total Labor					4,242.50

Total this Phase \$4,242.50

Phase	800SUR	Post-Construction Services (SUR)
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Hours this Invoice

			Hours		Amount
50 - Senior Survey Technician	5/29/2025		2.00	125.00	250.00
50 - Senior Survey Technician	5/30/2025		3.50	125.00	437.50
50 - Senior Survey Technician	6/2/2025		1.50	125.00	187.50
50 - Senior Survey Technician	6/5/2025		1.50	125.00	187.50
Totals			8.50		1,062.50
Total Labor					1,062.50

Total this Phase \$1,062.50

Total this Project \$5,413.50

Total this Report \$5,413.50



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #30 in the amount of \$14,403.34 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 #30

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: July 7, 2025 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: May 4, 2025 Through: May 31, 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:	\$	800,507.81	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	800,507.81	
Less previous applications for payment:	\$	786,104.47	
SUBTOTAL	\$	14,403.34	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	14,403.34	
Balance to finish, including retainage:	\$	190,279.19	

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.

Baker, Rob J

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Donald Clark

Signature

Date

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
26	February 4, 2025	\$ 21,030.85
27	March 7, 2025	\$ 11,003.76
28	April 2, 2025	\$ 17,178.94
29	May 13, 2025	\$ 21,120.88
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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 \$ 786,104.47



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. 1200727543
Invoice Date 09-JUN-2025
Invoice Amount Due \$14,403.34
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 Irwindale Elevated Storage Tank

Professional Services
From: 04-MAY-2025 To: 31-MAY-2025

Professional Services Summarization	Hours	Billing Rate	Amount
Project Accountant	0.50		57.31
Project Engineer	19.00		2,624.66
Project Manager	4.00		982.24
RPR	19.50		2,745.21
Sr Project Engineer	5.00		1,218.40
Structural Engineer	1.00		321.82
	49.00		\$7,949.64
Total Professional Services			\$7,949.64

Expense Summarization	Quantity	Billing Rate	Amount
Subcontractors-Other			6,160.00
Vehicle Mileage	356		293.70
Total Expenses			\$6,453.70

Fee Amount	\$990,787.00
Fee Invoiced to Date	\$800,507.81
Fee Remaining	\$190,279.19

Amount Due This Invoice (USD)	\$14,403.34
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HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



Monthly Progress Report

Date: Friday, June 06, 2025

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for May 2025

Activities of the Previous Month

Overall Design – 100% Completed

Construction Administration

- HDR is up to date on all submittal reviews.
- Submittal of CB&I Pay Application 8 and review of Pay application 9.
- Attended progress meeting via video conference and prepared meeting minutes.
- Davis-Bacon weekly payroll reviews

Construction Observation

- Started steel work at ground level, outer, lower shell.
- Electrical subcontractor coordinating with MidAmerican for power service.
- 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)

- Dixon has inspected welding and painting in the plant (CB&I's Clive, Iowa facility) and submitted two more inspection reports.

Construction Materials Testing and Special Inspections (Terracon)

- Terracon provided construction materials testing results from the concrete pedestal construction.

Planned Activities for the Next Month

Task 9 – Construction Administration

- 1 – Preconstruction conference – completed
- 2 – Prepare conformed documents – completed
- 3 – Project Meetings site visits – ongoing
- 4 – Respond to RFIs – ongoing
- 5 – Draft and coordinate change orders – ongoing
- 6 – Submittals (shop drawings) Review – ongoing



- 7 - Review pay applications and client invoicing – ongoing
- 8 – Disinfection testing/startup – not started
- 9 – Project Closeout – not started
- 10 – Prepare record drawings – not started
- 11 – Davis-Bacon & AIS compliance – ongoing

Task 10 – Construction Observation

- 1 – Construction Observation – ongoing, part-time, or as-required by construction progress

General comments:

- Once ductile iron pipe, and other significant quantities of steel products arrives on site, HDR will coordinate with the City to schedule a site visit for the Iowa DNR Field Office #5 for AIS compliance.
- Painting will affect completion date. We are monitoring the project schedule and the contractor is looking for ways to start painting earlier in order to complete the project on time.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #15 in the amount of \$24,377.30 to McClure Engineering Company, for design engineering services on the SW Des Moines Street Utility 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. McClure - Pymt #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Utility Improvements
Contractor: McClure Engineering
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 699.3699.4210 Finance Project #: 699.4210
Vendor Project #: 2024000157-000 Purchase Order #:
Original Contract Date: March 18, 2024 Vendor Account #: 002183

Date of Council Meeting: July 7, 2025 Payment Application #: 15

Payment Period: From: April 27, 2025 Through: May 31, 2025

Contract Summary:

Original Contract Amount:	\$	235,900.00	
Net Change by Change Orders:	\$	236,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	471,900.00	

Total Completed and Stored to Date:	\$	292,181.53	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	292,181.53	
Less Previous Applications for Payment:	\$	267,804.23	
SUBTOTAL:	\$	24,377.30	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 24,377.30

Balance to Finish, Including Retainage: \$ 179,718.47

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:

McClure Engineering

Firm Name

Signature

Date

June 12, 2025

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

6/16/2025

Submit to: Becky Ford, PE, CFM, Stormwater & Environmental Manager

E-mail: bford@ankenyiowa.gov

Phone Number: 515-963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 15, 2024	\$ 41,613.75
2	May 25, 2024	\$ 31,766.90
3	June 17, 2024	\$ 27,986.25
4	August 5, 2024	\$ 27,468.75
5	August 19, 2024	\$ 18,762.50
6	October 7, 2024	\$ 11,495.27
7	November 4, 2024	\$ 16,174.50
8	November 18, 2024	\$ 19,013.75
9	January 6, 2025	\$ 10,212.40
10	January 21, 2025	\$ 4,781.50
11	March 3, 2025	\$ 24,419.25
12	March 17, 2025	\$ 2,701.25
13	May 19, 2025	\$ 13,370.41
14	May 19, 2025	\$ 18,037.75
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 267,804.23

Record of Change Orders:

No.	Date	Amount
1	February 17, 2025	\$ 236,000.00
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CHANGE ORDER TOTAL = \$ 236,000.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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



1360 NW 121st Street
Clive, IA 50325

Becky Ford
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

June 03, 2025
Project No: 2024000157-000
Invoice No: 159786
Due Date: July 03, 2025

Project 2024000157-000 Ankeny SW Des Moines Street Utility Improvements

Professional Services from April 27, 2025 to May 31, 2025

Phase 600 Construction Administration
Task 601 Construction Administration

	Hours	Rate	Amount	
Project Manager I	3.00	185.00	555.00	
Engineer I	10.25	125.00	1,281.25	
On-Site Representative I	99.00	115.00	11,385.00	
Engineer III	24.00	185.00	4,440.00	
On-Site Representative II	7.50	155.00	1,162.50	
Totals	143.75		18,823.75	
Total Labor				18,823.75

Mileage (.70/.50 p/mile) 102.20

Total this Task \$18,925.95

Total this Phase \$18,925.95

Phase 650 Onsite Project Representative
Task 651 Resident Project Representative

	Hours	Rate	Amount	
On-Site Representative I	13.75	115.00	1,581.25	
Totals	13.75		1,581.25	
Total Labor				1,581.25

Mileage (.70/.50 p/mile) 82.60

Total this Task \$1,663.85

Total this Phase \$1,663.85

Phase 700 Survey Services
Task 760 Construction Staking

Project	2024000157-000	Ankeny SW Des Moines St Utility Improve.	Invoice	159786
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		Hours	Rate	Amount	
Project Manager II		2.25	205.00	461.25	
Crew Chief		20.50	150.00	3,075.00	
Intern		2.00	75.00	150.00	
	Totals	24.75		3,686.25	
	Total Labor				3,686.25

Mileage (.90 p/mile)					67.50
			Total this Task		\$3,753.75
			Total this Phase		\$3,753.75

Phase	850	Project Management and Coordination
Task	851	Project Management and Coordination

		Hours	Rate	Amount	
Project Coordinator		.25	135.00	33.75	
	Totals	.25		33.75	
	Total Labor				33.75
			Total this Task		\$33.75
			Total this Phase		\$33.75

	Current	Prior	To-Date	
Total Billings	24,377.30	267,804.23	292,181.53	
Contract Limit (not-to-exceed)			471,900.00	
Contract Limit Remaining			179,718.47	
		Total Due this Invoice		\$24,377.30

PROGRESS REPORT #15

SW Des Moines Street Utility Improvements

Date: June 12, 2025	McClure Project #: 2024000157-000
To: Becky Ford, PE, CFM Stormwater & Environmental Manager 1210 NW Prairie Ridge Drive Ankeny, IA 50023	From: Colton Hoffmann, PE Senior Project Engineer 335 SE Oralabor Road Ankeny, IA 50021
Email: bford@ankenyiowa.gov	Principal: Scott Port, PE

Date Range of Report: April 27, 2025 – May 31, 2025

1. SUMMARY OF WORK DONE LAST PERIOD

- a. Shekar is nearly completed with Stage 1A /1B
- b. Construction observation
- c. Construction administration
- d. Construction staking

2. FORECAST OF ACTIVITIES PLANNED FOR NEXT PERIOD

- a. Shekar to complete Stage 1A/1B and then continue on to Stage 2
- b. Construction administration
- c. Construction observation
- d. Construction staking

3. SCOPE CHANGES / VALUE ADDED

- a. None

4. STATUS OF RECENT PREVIOUS INVOICES

INVOICE #	DATE SENT	INVOICE TOTAL	STATUS
157305	February 19, 2025	\$24,419.25	Paid
157757	March 5, 2025	\$2,701.25	Paid
158316	April 7, 2025	\$13,370.41	Paid
159086	May 9, 2025	\$18,037.75	Paid
159786	June 12, 2025	\$24,377.30	Submitted

5. INPUT NEEDED / ACTION ITEMS

- a. None

6. SCHEDULE MILESTONES
a. See below for completed and remaining milestones

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	August 6, 2024
Develop Acquisition Plots (After PIM)	August 6, 2024 – August 16, 2024
Check (95%) Design and Plans	August 6 2024 – October 28, 2024
Order and Obtain Appraisals (4 – 6 Weeks After Plots)	August 16, 2024 – September 16, 2024
Appraisal Review (1 – 2 Weeks After Appraisal Reports)	September 16, 2024 – September 30, 2024
Acquisition Negotiations (1 – 3 Months)	September 30, 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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #15 in the amount of \$12,836.11 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordinance Road Water Main 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. MSA - Pymt #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Walnut Street and SW Ordinance Road Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021
Finance Budget Code: 635.3635.4210 Finance Project #: 635.421
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 5, 2024 Vendor Account #: 6447

Date of Council Meeting: July 7, 2025 Payment Application #: 15

Payment Period: From: May 18, 2025 Through: June 21, 2025

Contract Summary:

Original Contract Amount:	\$	210,000.00	
Net Change by Change Orders:	\$	115,125.00	
Contract Amount to Date: (line 1 ± 2)	\$	325,125.00	
Total Completed and Stored to Date:	\$	243,349.20	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	243,349.20	
Less Previous Applications for Payment:	\$	230,513.09	
SUBTOTAL:	\$	12,836.11	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 12,836.11

Balance to Finish, Including Retainage: \$ 81,775.80

Contract Time Remaining (Substantial): _____ - Working Days

Contract Time Remaining (Full): _____ - Working Days

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

Construction Contractor Approval: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone Number:

(515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 1, 2024	\$ 37,871.38
2	May 6, 2024	\$ 25,164.73
3	June 3, 2024	\$ 27,553.75
4	July 1, 2024	\$ 38,517.93
5	August 5, 2024	\$ 10,381.15
6	September 3, 2024	\$ 21,458.42
7	October 7, 2024	\$ 8,277.84
8	November 4, 2024	\$ 6,367.50
9	December 2, 2024	\$ 15,427.50
10	January 6, 2025	\$ 9,983.93
11	March 3, 2024	\$ 8,994.53
12	April 7, 2025	\$ 5,686.83
13	May 5, 2025	\$ 5,688.75
14	June 2, 2025	\$ 9,138.85
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 230,513.09

Record of Change Orders:

No.	Date	Amount
1	March 17, 2025	\$ 115,125.00
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CHANGE ORDER TOTAL = \$ 115,125.00

Contract Time Remaining:

Contract Period: Working Days
 Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

June 26, 2025

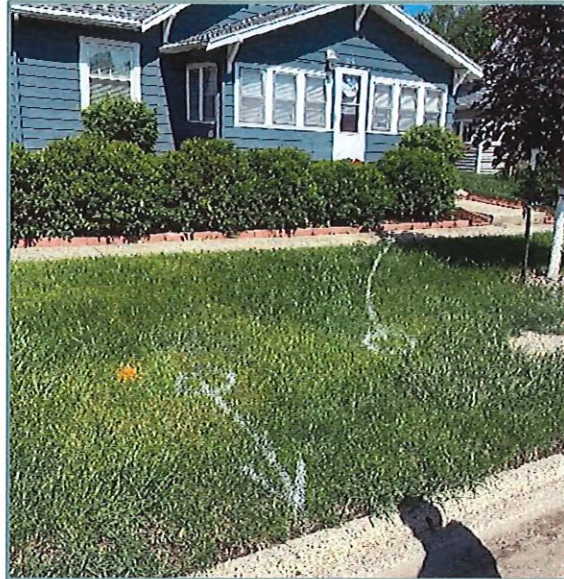
PROJECT NUMBER:

City of Ankeny:

WTM-20-002

MSA:

09085062



TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 50% Complete

MSA staff have coordinated construction meetings and other miscellaneous construction items with the contractor and City, coordinated pay applications and change orders. MSA has worked with City staff and Contractor to make profile revisions bas

TASK 2: CONSTRUCTION STAKING

Task 2: 50% Complete

MSA has staked the water main and updated profiles (2) along SW Walnut St.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 1% Complete

MSA has made a site visit to review issues onsite.

TASK 4: SRF ADMINISTRATION AND COORDINATION

Task 4: 32% Complete

MSA staff has coordinated with the Contractor to prepare with SRF compliance documentation. The Contractor has been submitting their Davis-bacon wage rate records for review and submittal to SRF.

TASK 5: POST CONSTRUCTION

Task 5: 0% Complete

No work has started on this task.



INVOICE

TO MAKE A PAYMENT BY CREDIT CARD, PLEASE
REQUEST A SECURE LINK VIA COLLECTIONS@MSA-
PS.COM. A 3% SERVICE FEE WILL BE ADDED TO
INVOICES PAID BY CREDIT CARD. PAST DUE BALANCES
ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER
MONTH.

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

Invoice No: 017706
Invoice Date: 6/26/2025
Invoice Terms: Due upon receipt
Project No: R09085062.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

email invoice
include supporting documentation
From 05/18/2025 To 06/21/2025

R09085062.00 Walnut St. Watermain CRS

R09085062.00.100 - Construction Administration

Subtotal Construction Administration 10,531.06

R09085062.00.200 - Construction Staking

Subtotal Construction Staking 1,705.00

R09085062.00.400 - SRF Administration and Coordination

Subtotal SRF Administration and Coordination 600.05

Total 12,836.11

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

ach@msa-ps.com
Account Number: 101065930
Routing Number: 075901590
Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue
Baraboo, WI 53913

Check Payments:

MSA
1230 South Boulevard
Baraboo, WI 53913



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

June 24, 2025

Don Clark, Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: SW Walnut Street and SW Ordinance Road Water Main
Project # 09085062

Dear Mr. Clark:

Please find attached the Engineering Invoice #15 for work completed between May 18, 2025 and June 21, 2025. Please refer to the attached Project Update for a summary of the work completed to date. On Track is working on the watermain installation along SW Walnut St.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$31,582.15 to Olsson, Inc., for engineering services on the SW Oralabor Road & SW Irvinedale Drive 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. Olsson - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Oralabor Road & SW Irvinedale Drive Intersection Improvements
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 891.3891.4210 Finance Project #: 891.4210
Vendor Project #: 025-00225 Purchase Order #: N/A
Original Contract Date: February 17, 2025 Vendor Account #: 10076

Date of Council Meeting: July 7, 2025 Payment Application #: 4

Payment Period: From: May 4, 2025 Through: June 7, 2025

Contract Summary:

Original Contract Amount:	\$	238,434.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	238,434.00	
Total Completed and Stored to Date:	\$	73,442.07	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	73,442.07	
Less Previous Applications for Payment:	\$	41,859.92	
SUBTOTAL:	\$		31,582.15

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 31,582.15

Balance to Finish, Including Retainage: \$ 164,991.93

Contract Time Remaining (Substantial): 125.0 Working Days

Contract Time Remaining (Full): 125.0 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: N/A

Firm Name

Signature

Date

Engineer / Consultant Approval: Olsson, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, P.E., PTOE, 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	April 7, 2025	\$ 6,406.71
2	May 5, 2025	\$ 19,321.58
3	June 16, 2025	\$ 16,131.63
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 41,859.92

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: February 17, 2025

Substantial Completion:

Contract Working Days: 160.0
Added by Change Order:
Total Working Days: 160.0
Working Days Used to Date: 35.0
Working Days Remaining: 125.0

Full Completion:

Contract Working Days: 160.0
Added by Change Order:
Total Working Days: 160.0
Working Days Used to Date: 35.0
Working Days Remaining: 125.0

Invoice**olsson**

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

June 13, 2025
Invoice No: 539939

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

Invoice Total	\$31,582.15
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Olsson Project # 025-00225 Ankeny IA Oralabor and Irvinedale Intersection Study
Professional services rendered May 4, 2025 through June 7, 2025 for work completed in accordance with our Agreement dated February 17, 2025.

Phase 100 Project Management
Labor

	Hours	Rate	Amount	
Principal				
Albrecht, Christopher	1.25	271.05	338.81	
Project Manager				
Cutler, Chase	10.00	192.81	1,928.10	
Totals	11.25		2,266.91	
Total Labor				2,266.91
		Total this Phase		\$2,266.91

Phase 200 Data Collection
Labor

	Hours	Rate	Amount	
Assistant Professional				
Broadhead, Landon	29.00	112.72	3,268.88	
Totals	29.00		3,268.88	
Total Labor				3,268.88
		Total this Phase		\$3,268.88

Phase 300 Trip Generation and Traffic Forecasting
Labor

	Hours	Rate	Amount	
Project Manager				
Cutler, Chase	15.00	192.81	2,892.15	
Totals	15.00		2,892.15	
Total Labor				2,892.15

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	025-00225	Ankeny IA Oralabor Intersection Study	Invoice	539939
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Total this Phase \$2,892.15

Phase 400 Traffic Operations Analysis and Safety Review

Labor

	Hours	Rate	Amount	
Project Manager				
Cutler, Chase	33.50	192.81	6,459.14	
Totals	33.50		6,459.14	
Total Labor				6,459.14
				Total this Phase \$6,459.14

Phase 500 Concept Development

Labor

	Hours	Rate	Amount	
Principal				
Albrecht, Christopher	.25	271.05	67.76	
Gallagher, James	5.50	194.30	1,068.65	
Project Manager				
Golka, Michael	9.75	198.75	1,937.81	
Assistant Professional				
Campbell, Mia	69.50	123.10	8,555.45	
CAD Operator				
Crystal, Caleb	12.00	67.87	814.44	
Administrative/Clerical				
Bovee, David	6.50	237.31	1,542.52	
Totals	103.50		13,986.63	
Total Labor				13,986.63
				Total this Phase \$13,986.63

Phase 600 Desktop Environmental Review

Labor

	Hours	Rate	Amount	
Project Professional				
Sherman, Kari	7.50	119.10	893.25	
Assistant Professional				
Archer, Dalton	14.75	94.87	1,399.33	
Czerwinski, Megan	2.75	94.18	259.00	
Administrative/Clerical				
Curtis, Beverly	.25	76.35	19.09	
Totals	25.25		2,570.67	
Total Labor				2,570.67

Reimbursable Expenses

Meals			11.86	
Auto			125.91	
Total Reimbursables			137.77	137.77

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	025-00225	Ankeny IA Oralabor Intersection Study	Invoice	539939
---------	-----------	---------------------------------------	---------	--------

Total this Phase **\$2,708.44**

Billing Limits	Current	Prior	To-Date
Total Billings	31,582.15	41,859.92	73,442.07
Limit			238,434.00
Balance Remaining			164,991.93

AMOUNT DUE THIS INVOICE **\$31,582.15**

Email invoices to: Lhart@ankenyiowa.gov; CC: ccutler@olsson.com

Please include our invoice number(s) with your payment.

By Check: Make check payment to Olsson Inc and mail to PO Box 84608, Lincoln, NE 68501-4608

By Electronic / ACH Payment: When transferring funds, please reference the invoice number(s), Account Name Olsson Inc; Pinnacle Bank Account No. 254316; Routing (ABA) No. 104913912, Remittance Email Address: deposits@olsson.com

Questions: Contact us at (402) 458-5062 or accountsreceivable@olsson.com

Authorized By: Chase Cutler

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



MONTHLY PROGRESS REPORT

City of Ankeny, SW Oralabor Road & SW Irvinedale Drive Concept Study
Project No. 025-00225

Work Period: 5/4/2025 – 6/7/2025

Summary of Work Completed This Period:

- Prepared for and facilitated bi-weekly Thursday project status meetings
- Continued traffic operations models
- Finished traffic forecast development for future year conditions
- Produced environmental review technical memo
- Continued concept alternative preliminary design plans
- Prepared and submitted previous work period invoice and progress report

Summary of Future Work for Next Period:

- Prepare for and facilitate bi-weekly status meetings
- Develop concept specific traffic forecasts
- Continue development of traffic operations models
- Continued concept alternative preliminary design plans
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

- None at this time



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #23 in the amount of \$3,727.75 to RDG Planning & Design, Inc. for engineering services on the Fourmile Creek and Tributary to Fourmile Creek 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. RDG - Pymt #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 60090
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: July 7, 2025
PAYMENT REQUEST # 23
PAYMENT PERIOD: From: December 1, 2024 Through: May 31, 2025

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	179,846.00	
Contract Amount to Date: (line 1 ± 2)	\$	403,216.00	
Total completed and stored to date:	\$	356,732.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	356,732.00	
Less previous applications for payment:	\$	353,004.25	
SUBTOTAL	\$	3,727.75	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,727.75

Balance to finish, including retainage: \$ 46,484.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

May 31, 2025

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

6/11/2025

Submit to:

Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail:

bford@AnkenyIowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526



Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: invoicing@rdgusa.com

Mark Mueller
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

May 31, 2025
Project No: R3005.308.01
Invoice No: 60090

Project R3005.308.01 City of Ankeny - Fourmile Creek Restoration - Amendments
Professional Services through May 31, 2025
Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Construction Documents	74,555.00	100.00	74,555.00	70,827.25	3,727.75
Bidding/Negotiation	10,000.00	0.00	0.00	0.00	0.00
Phase 1 Cultural Resources Survey	29,025.00	100.00	29,025.00	29,025.00	0.00
Floodplain Modeling	29,782.00	100.00	29,782.00	29,782.00	0.00
CLOMR and LOMR Documentation Submittal	36,484.00	0.00	0.00	0.00	0.00
Total Fee	179,846.00		133,362.00	129,634.25	3,727.75
Total Fee					3,727.75
Total this Invoice					\$3,727.75



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
11	February 28, 2023	\$ 27,551.00
12	March 31, 2023	\$ 10,615.50
13	April 30, 2023	\$ 18,638.75
14	May 31, 2023	\$ 3,727.75
15	February 29, 2024	\$ 3,727.75
16	March 31, 2024	\$ 33,549.75
17	May 31, 2024	\$ 7,455.50
18	July 31, 2024	\$ 29,025.00
19	August 31, 2024	\$ 2,978.20
20	September 30, 2024	\$ 11,912.80
21	October 31, 2024	\$ 5,956.40
22	November 30, 2024	\$ 8,934.60
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 353,004.25

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 84,555.00
2	August 5, 2024	\$ 95,291.00
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CHANGE ORDER TOTAL = \$ 179,846.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

June 12, 2025

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

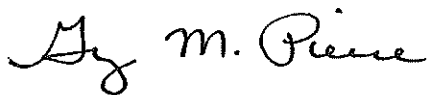
Ms. Ford:

This letter accompanies RDG Invoice #60090 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Coordination with Iowa Department of Natural Resources and U.S. Army Corps of Engineers
3. Coordination with Polk County Public Works regarding construction funding requirements.
4. Refinement of construction document design plans for stream restoration project
5. Design coordination with Houston Engineering and their modeling review

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #16 in the amount of \$17,834.95 to Snyder & Associates for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street 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. Snyder & Assoc Pymt #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Improvements 1st Street to 11th St
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 949.3949.4210 Finance Project #: 949.4210
Vendor Project #: 123.0584.01 Purchase Order #:
Original Contract Date: October 2, 2023 Vendor Account #: 990

Date of Council Meeting: July 7, 2025 Payment Application #: 16

Payment Period: From: May 19, 2025 Through: June 22, 2025

Contract Summary:

Original Contract Amount:	\$	282,300.00	
Net Change by Change Orders:	\$	538,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	821,000.00	
Total Completed and Stored to Date:	\$	731,068.33	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	731,068.33	
Less Previous Applications for Payment:	\$	713,233.38	
SUBTOTAL:	\$	17,834.95	

OTHER CHARGES:

CURRENT PAYMENT DUE: \$ 17,834.95

Balance to Finish, Including Retainage: \$ 89,931.67

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter P.E.

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515/965-6400

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
2	November 21, 2023	\$ 40,757.61
3	December 19, 2023	\$ 46,633.00
4	January 24, 2024	\$ 74,484.90
5	February 21, 2024	\$ 11,117.93
6	March 20, 2024	\$ 133,756.25
7	April 23, 2024	\$ 69,310.06
8	May 22, 2024	\$ 68,017.09
9	June 19, 2024	\$ 50,486.25
10	July 24, 2024	\$ 26,181.25
11	August 21, 2024	\$ 5,106.75
12	September 25, 2024	\$ 9,231.81
13	March 26, 2025	\$ 85,637.53
14	April 23, 2025	\$ 9,891.50
15	May 21, 2025	\$ 5,942.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 713,233.38

Record of Change Orders:

No.	Date	Amount
1	March 20, 2024	\$ 334,200.00
2	March 3, 2025	\$ 204,500.00
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CHANGE ORDER TOTAL = \$ 538,700.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 25, 2025

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 16

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through June 22, 2025

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	518,800.00	518,800.00
Limit			518,800.00
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	178,599.88	178,599.88
Limit			178,600.00
Remaining			.12
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	4.75	269.00	1,277.75
Engineer VIII	10.00	206.00	2,060.00
Engineer VII	41.00	194.00	7,954.00
Engineer V	1.00	173.00	173.00
Sr. Technician	2.00	150.00	300.00
Technician VIII	2.50	139.00	347.50
Technician VI	48.00	116.00	5,568.00
Total Services	109.25		17,680.25
Total Services			17,680.25

Fleet Mileage 154.70

Billing Limits	Current	Prior	To-Date
Total Billings	17,834.95	15,833.50	33,668.45
Limit			123,600.00
Remaining			89,931.55

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt	Invoice	16
Phase Subtotal			\$17,834.95	
Amount Due this Invoice			<u>\$17,834.95</u>	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



June 25, 2025

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 16
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the sixteenth progress report for the above referenced project and covers work through June 22, 2025. Our work through this period includes construction assistance. The majority of our work this past month involves the construction and plan modifications required along NW 9th Street. This next month we will be spending a large portion of our construction observation time as the Contractor will be installing storm sewer and sanitary sewer along 9th which is the area that has the most underground utility work on the project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 7, 2025, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #46 in the amount of \$8,400.40 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St 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. Snyder - Pymt #46

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 7/7/2025 **PAYMENT REQUEST #** 46
PAYMENT PERIOD: From: 05/19/25 through: 06/22/25

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1&2	\$	1,227,290.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,477,290.00	
Total completed and stored to date:	\$	1,450,626.84	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,450,626.84	
Less previous applications for payment:	\$	1,442,226.44	
SUBTOTAL	\$	8,400.40	

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 26,663.16

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: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

###

Submit to: Adam Lust

Email: alust@ankenyiowa.gov Phone: 515-963-3537 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$ 59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
30	1/24/2024	\$ 8,450.07
31	2/21/2024	\$ 12,592.88
32	3/20/2024	\$ 9,356.80
33	4/24/2024	\$ 22,353.93
34	5/22/2024	\$ 20,911.89
35	6/19/2024	\$ 33,140.41
36	7/24/2024	\$ 37,751.88
37	8/21/2024	\$ 47,620.33
38	9/25/2024	\$ 63,193.98
39	10/23/2024	\$ 43,115.20
40	11/20/2024	\$ 31,321.34
41	12/19/2024	\$ 14,924.80
42	1/22/2025	\$ 9,636.03
43	3/26/2025	\$ 7,971.00
44	4/23/2025	\$ 3,014.55
45	5/21/2025	\$ 8,305.70
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TOTAL \$ 1,442,226.44

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



June 26, 2025

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 46
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the forty-sixth progress report for the above referenced project and covers work through June 22, 2025. Construction services performed through this period includes construction administration, observation, and general correspondence with City staff and Contractor.

The Contractor completed their remaining punch list items this week, and construction is now complete. We will be submitting a final payment application, close out change, and recommending project acceptance for the project for the July 21, 2025, council meeting. We are finishing up the project documentation for the audit and will have this completed next week along with the Record Drawings. We will coordinate with the Iowa DOT for their audit. We will also coordinate with the City to ensure they have received all the necessary files on their end to close out the project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 7, 2025, to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



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INVOICE FOR PROFESSIONAL SERVICES

June 25, 2025

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 46

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through June 22, 2025

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	643,289.67	643,289.67
Limit			643,290.00
Remaining			.33
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	3.00	245.00	735.00
Engineer VIII	3.50	192.00	672.00
Engineer II	29.00	123.00	3,567.00
Sr. Technician	2.00	140.00	280.00
Technician VIII	12.75	130.00	1,657.50
Technician V	8.00	98.00	784.00
Technician I	10.50	64.00	672.00
Total Services	68.75		8,367.50
Total Services			8,367.50
Employee Mileage			28.70
Total Expenses			28.70
Fleet Mileage			4.20

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NE	DelawareAve	Recon	NE5thSt	toNE18thSt	Invoice	46
Billing Limits		Current	Prior	To-Date				
Total Billings		8,400.40	676,736.77	685,137.17				
Limit				711,800.00				
Remaining				26,662.83				
		Phase Subtotal				\$8,400.40		

Amount Due this Invoice \$8,400.40

	Total	Prior	Current
Billings to Date	1,450,626.84	1,442,226.44	8,400.40

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$5,030.90 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements-Phase 4 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. Snyder & Assoc - Pymt #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements Ph 4
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 33 1/3 to each Finance Project #: 33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210 610.4210/650.4210/963.4210
Vendor Project #: 119.0975.01D Purchase Order #:
Original Contract Date: April 1, 2024 Vendor Account #: 990

Date of Council Meeting: July 7, 2025 Payment Application #: 9

Payment Period: From: April 21, 2025 Through: June 22, 2025

Contract Summary:

Original Contract Amount:	\$	84,450.00	
Net Change by Change Orders:	\$	50,000.00	
Contract Amount to Date: (line 1 ± 2)	\$		134,450.00
Total Completed and Stored to Date:	\$	98,180.90	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	98,180.90	
Less Previous Applications for Payment:	\$	93,150.00	
SUBTOTAL:			\$ 5,030.90

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,030.90

Balance to Finish, Including Retainage: \$ 36,269.10

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Matt Grgurich
E-mail: mrgurich@ankenyiowa.gov Phone Number: 515-965-6400

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 23, 2024	\$ 19,901.50
2	May 22, 2024	\$ 16,962.03
3	June 19, 2024	\$ 13,353.75
4	July 24, 2024	\$ 23,331.00
5	September 25, 2024	\$ 5,969.50
6	October 23, 2024	\$ 4,932.22
7	March 26, 2025	\$ 6,090.00
8	April 23, 2025	\$ 2,610.00
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
1	February 3, 2025	\$ 50,000.00
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CHANGE ORDER TOTAL = \$ 50,000.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 93,150.00



June 25, 2025

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4
PROGRESS REPORT NO. 9
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the ninth progress report for the above referenced project and covers work through June 22, 2025. Our work through this period includes assisting the City as an on-call service for construction administration and construction staking for the project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 7, 2025, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 26, 2025

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01D - 9

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01D NW Northlawn Area Utility Improvements Ph 4

Professional Services through June 22, 2025

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	84,450.00	84,450.00
Limit			84,450.00

Phase Subtotal 0.00

Construction Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.25	269.00	67.25
Engineer VIII	5.00	206.00	1,030.00
Project Manager VII	2.00	194.00	388.00
Sr. Technician	2.00	150.00	300.00
Technician VIII	1.00	139.00	139.00
Technician VII	12.50	129.00	1,612.50
Technician V	6.25	105.00	656.25
Technician II	10.50	78.00	819.00
Total Services	39.50		5,012.00

5,012.00

Fleet Mileage

18.90

Billing Limits

	Current	Prior	To-Date
Total Billings	5,030.90	8,700.00	13,730.90
Limit			50,000.00
Remaining			36,269.10

Phase Subtotal \$5,030.90

Amount Due this Invoice \$5,030.90

Total Prior Current

Project	119.0975.01D	Ank-NWNorthlawnAreaUtilityImprovePh4			Invoice	9
Billings to Date		98,180.90	93,150.00	5,030.90		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of \$8,408.50 to Snyder & Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study 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. Snyder - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd and Oralabor Rd Concept Study
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 899.3899.4210 **Finance Project Code:** 889.4210
Vendor Project or Invoice #: 125.0208.01 **PO #**
Original Contract Date: February 3, 2025 **Vendor #** 990

Date of Council Meeting 7/7/2025 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 05/19/25 through: 06/22/25

Contract Summary

Original Contract Amount:	\$	138,900.00	
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)	\$	138,900.00	
Total completed and stored to date:	\$	52,946.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	52,946.80	
Less previous applications for payment:	\$	44,538.30	
SUBTOTAL	\$	8,408.50	

CURRENT PAYMENT DUE

	\$	-
Balance to finish, including retainage:	\$	85,953.20
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: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Jim Haberichter P.E.
Email: jhaberichter@ankenyiowa.gov **Phone:** 515-965-6400 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2025	\$ 27,374.40
2	4/23/2025	\$ 8,986.65
3	5/21/2025	\$ 8,177.25
4		
5		
6		
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TOTAL \$ 44,538.30

#	Date	Amount
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Record of Change Orders

#	Date	Amount
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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 3, 2025
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 25, 2025

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 125.0208.01 - 4

Finance Budget Code 899.3899-4210

Finance Project Code 889.4210

Email

Project 125.0208.01 S Ankeny Blvd & Oralabor Rd Concept Study

Professional Services through June 22, 2025

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	11.00	269.00	2,959.00
Engineer V	31.50	173.00	5,449.50
Total Services	42.50		8,408.50
			8,408.50

Billing Limits	Current	Prior	To-Date
Total Billings	8,408.50	44,538.30	52,946.80
Limit			138,900.00
Remaining			85,953.20

Phase Subtotal \$8,408.50

Amount Due this Invoice \$8,408.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Anthony Boes

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



June 24, 2025

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: S. ANKENY BOULEVARD & ORALABOR ROAD CONCEPT STUDY
PROGRESS REPORT NO. 4
S&A PROJECT NO. 125.0208.01

Dear Mr. Haberichter:

This is the fourth progress report for the above referenced project and covers work through May June 22, 2025. Our work through this period includes the following:

- Completion of Stage 1B alternatives analysis.
- Determination of recommended Stage 2 alternatives.
- Meeting with City staff to discuss recommended Stage 2 alternatives.
- Began development of traffic analysis and simulation models for Stage 2 alternatives.

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 7, 2025 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Land', is written over the printed name.

Mark A. Land, P.E., CFM
Vice President

MAL/ajb

Enclosures



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the July 7, 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
JULY 7, 2025

Fund		PAYMENTS
100	General Fund	532,047.82
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	395,560.25
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	115,934.98
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	5,150.00
430	Library Foundation Fund	6,378.83
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	110,744.40
510	Water Fund	161,319.35
520	Water Improvement Fund	-
530	Water Sinking Fund	2,350.00
550	Sewer Fund	30,397.28
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	17,319.19
590	Golf Course Fund	59,705.60
600-699	Enterprise Project Funds	950,830.37
710	Revolving Fund	25,121.12
720	Risk Management Fund	844,151.73
730	Health Insurance Fund	8,744.96
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	33,000.00
882-998	Capital Projects Funds	465,342.70
Sub Total		\$ 3,764,098.58
Payroll Totals		3,999,670.01
Service Transfers/ACH Drafts		(245,938.18)
Agenda Payments Approved Separately		(1,016,924.13)
Grand Total		<u>\$ 6,500,906.28</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

Mike Schrock
City Manager

07/07/2025
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 6/19/2025 THRU 7/09/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006127	BATTERIES PLUS BULBS #203							
M-CHECK	BATTERIES PLUS BULBS #20UNPOST	V	7/02/2025			251199		50.30CR
002189	GMIS INTERNATIONAL HEADQUARTER							
M-CHECK	GMIS INTERNATIONAL HEADQUNPOST	V	6/25/2025			251403		450.00CR
003643	HOLM'S RADIATOR LLC							
M-CHECK	HOLM'S RADIATOR LLC UNPOST	V	6/19/2025			251542		869.20CR
006127	BATTERIES PLUS BULBS #203							
M-CHECK	BATTERIES PLUS BULBS #20UNPOST	V	7/02/2025			251709		243.52CR
C-CHECK	VOID CHECK	V	7/07/2025			252339		
C-CHECK	VOID CHECK	V	7/07/2025			252453		
C-CHECK	VOID CHECK	V	7/07/2025			252454		
C-CHECK	VOID CHECK	V	7/07/2025			252455		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8 VOID DEBITS	0.00		
	VOID CREDITS	1,613.02CR	1,613.02CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			8	1,613.02CR	0.00	0.00
BANK:		TOTALS:	8	1,613.02CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 6/19/2025 THRU 7/09/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	A CUT ABOVE LAWN CARE & LANDSC							
I-1101	5/31-6/6/25 NORTH ZONE MOW	R	7/07/2025	7,856.40		252320		
I-1103	6/7-6/13/25 NORTH ZONE	R	7/07/2025	7,856.40		252320		
I-1107	6/14-6/20/25 NORTH ZONE MOW	R	7/07/2025	7,860.40		252320		
I-1112	6/21-6/27/25 NORTH ZONE MOW	R	7/07/2025	7,860.40		252320		31,433.60
	*** VENDOR TOTALS ***					1 CHECKS		31,433.60
001844	A TECH INC-TCI							
I-658559	FIRE SYSTEM SVC CALL - FS#2	E	7/09/2025	315.00		012133		
I-660550	07/01/25-09/30/25 SERVICE	E	7/09/2025	2,820.00		012133		3,135.00
	*** VENDOR TOTALS ***					1 CHECKS		3,135.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
C-2025OVERPAYMENT	CREDIT FOR OVERPAYMNT OF LABOR	R	7/07/2025	195.00CR		252321		
I-1942817	COMPRESSOR REPAIRS-HAWKEYE	R	7/07/2025	95.00		252321		
I-1945866	JUNE POND TREATMENTS-ALL LOC	R	7/07/2025	4,256.62		252321		
I-1947861	DIAGNOSE COMPRESSOR-4TH/ABBIE	R	7/07/2025	60.00		252321		
I-1954877	REPLACE COMPRESSOR-4TH/ABBIE	R	7/07/2025	1,019.00		252321		
I-1957663	APRIL BALANCE -POND MAINT	R	7/07/2025	703.45		252321		
I-1957665	05/2025 POND CONTRACT BALANCE	R	7/07/2025	703.45		252321		
I-1962270	3/4 HP DIFSR COMP RBLD-DOG PK	R	7/07/2025	455.00		252321		7,097.52
	*** VENDOR TOTALS ***					1 CHECKS		7,097.52
003881	ACADEMY ROOFING & SHEET							
I-29583	ROOF REPAIRS - PSB	R	7/07/2025	612.58		252322		612.58
	*** VENDOR TOTALS ***					1 CHECKS		612.58
000003	ACCO UNLIMITED CORP							
I-0253083-IN	POOL CHEMICALS-CFAC	R	7/07/2025	1,335.80		252323		
I-0253084-IN	CHEMICALS - PRAC	R	7/07/2025	568.20		252323		
I-0253085-IN	ACCO CHAIRS-PRAC	R	7/07/2025	3,497.88		252323		
I-0253281-IN	CHEMICALS -PRAC	R	7/07/2025	594.40		252323		
I-0253430-IN	POOL CHEMICALS	R	7/07/2025	1,722.80		252323		
I-0253431-IN	CHEMICALS -PRAC	R	7/07/2025	389.60		252323		
I-0253493-IN	PLAY FEATURE PUMP-PKS	R	7/07/2025	8,168.75		252323		
I-0253538-IN	POOL CHEMICALS-PRAC	R	7/07/2025	796.25		252323		
I-0253622-IN	CHEMICALS - PRAC	R	7/07/2025	409.60		252323		
I-0253715-IN	CHEMICALS - CFAC	R	7/07/2025	799.40		252323		
I-0253775-IN	CHEMICALS - PRAC	R	7/07/2025	389.60		252323		
I-0253776-IN	CASCADE FALLS CHEMICALS	R	7/07/2025	2,148.50		252323		
I-0253878-IN	CHEMICALS - PRAC	R	7/07/2025	770.50		252323		
I-0253915-IN	CHEMICALS - PRAC	R	7/07/2025	688.40		252323		
I-0253953-IN	BALL BEARING VAC/AXLE - CFAC	R	7/07/2025	168.63		252323		
I-0254085-IN	CHEMICALS - PRAC	R	7/07/2025	482.00		252323		22,930.31
	*** VENDOR TOTALS ***					1 CHECKS		22,930.31

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/19/2025 THRU 7/09/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000164	G & S HARDWARE INC							
I-211037/2	HEX LOCK/WIRE-CFAC LIGHTS	R	7/07/2025	13.98		252324		
I-211042/2	FASTNERS/BOLTS/NUTS-RALLY	R	7/07/2025	8.71		252324		22.69
	*** VENDOR TOTALS ***					1 CHECKS		22.69
004801	ACME ELECTRIC COMPANIES							
I-14525074	RHINO ADAPTERS	R	7/07/2025	1,057.98		252325		1,057.98
	*** VENDOR TOTALS ***					1 CHECKS		1,057.98
005541	ACUSHNET COMPANY							
I-920755274	RANGE BALLS-OC	R	7/07/2025	3,920.00		252326		
I-920788007	STOCK MERCH FOR RESALE - OC	R	7/07/2025	330.40		252326		
I-920788537	SPECIAL ORDER MERCH - OC	R	7/07/2025	280.93		252326		
I-920811657	MERCHANDISE FOR RESALE-OC	R	7/07/2025	2,877.54		252326		
I-920822248	SPECIAL ORDER MERCH -OC	R	7/07/2025	90.41		252326		
I-920842058	STOCK MERCH FOR RESALE-OC	R	7/07/2025	89.54		252326		
I-920853371	STOCK MERCH FOR RESALE - OC	R	7/07/2025	676.43		252326		
I-920865063	STOCK MERCH FOR RESALE-OC	R	7/07/2025	500.59		252326		
I-920910783	STOCK MERCH FOR RESALE-OC	R	7/07/2025	507.18		252326		9,273.02
	*** VENDOR TOTALS ***					1 CHECKS		9,273.02
008252	D H PACE COMPANY INC							
I-SVC/271-118982	OVERHEAD DOOR SERVICE - FS#2	E	7/09/2025	263.30		012164		263.30
	*** VENDOR TOTALS ***					1 CHECKS		263.30
011830	DOE ADOVOR							
I-06/12/25 MILEAGE	6/12/25 MILEAGE	E	7/09/2025	17.29		012210		17.29
	*** VENDOR TOTALS ***					1 CHECKS		17.29
012303	AECOM TECHNICAL SERVICES, INC							
I-2001033456 #4	PAY 4-I35/36TH ST INTCHG IMP	E	7/09/2025	7,317.00		012197		7,317.00
	*** VENDOR TOTALS ***					1 CHECKS		7,317.00
000026	AHLERS & COONEY PC							
I-892571	CITY ATTORNEY MEETING - LUNCH	E	7/09/2025	15.52		012112		
I-894425	2025 GO BONDS-LEGAL SERVICES	E	7/09/2025	32,700.00		012112		
I-894589	SVCS 6/15/25 PW INVESTIGATION	E	7/09/2025	7,380.00		012112		
I-895027	SVCS 6/15/25 GENERAL FILE	E	7/09/2025	933.00		012112		41,028.52
	*** VENDOR TOTALS ***					1 CHECKS		41,028.52
011364	AIRBRUSH BODY CREATIONS							
I-07/10/25BEATSEATS	7/10/25 BEATS AND EATS	R	7/07/2025	300.00		252327		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 6/19/2025 THRU 7/09/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000226	AIRGAS NORTH CENTRAL INC							
I-5516455420	CYLINDER RENTALS - CG	R	7/07/2025	80.82		252328		
I-5516455742	CYLINDER RENTALS - FD	R	7/07/2025	128.52		252328		
I-5516455880	CYLINDER RENTALS - MU	R	7/07/2025	5.58		252328		
I-9161757963	OXYGEN - FD	R	7/07/2025	66.99		252328		
I-9162016522	OXYGEN - FD	R	7/07/2025	69.92		252328		351.83
	*** VENDOR TOTALS ***					1 CHECKS		351.83
011840	ALL AMERICAN FIRE EQUIPMENT IN							
I-404227A	FIRE HOSE	R	7/07/2025	1,298.90		252329		1,298.90
	*** VENDOR TOTALS ***					1 CHECKS		1,298.90
009262	AMAZON CAPITAL SERVICES INC							
I-1331-VXRP-JYCP	MISC BOOKS - KL	E	7/09/2025	23.09		012169		
I-137W-W4YN-YDWC	DUFFLE BAGS - FD	E	7/09/2025	35.68		012169		
I-13CJ-LV3D-4WNF	WIPES/PAPER /MISC - KL	E	7/09/2025	42.00		012169		
I-13QK-GLJ6-CYG1	CYLINDER WRENCH - FD	E	7/09/2025	27.98		012169		
I-141H-XJR7-17PX	BATTERIES/NOTES - PSB	E	7/09/2025	26.74		012169		
I-147G-FC19-YFV4	LABELMAKER TAPE - HR	E	7/09/2025	14.89		012169		
I-14GY-L33C-PRHR	CARABINER - FD	E	7/09/2025	29.48		012169		
I-14RF-FLPK-Q113	MISC MULTIMEDIA - KL	E	7/09/2025	79.90		012169		
I-16R1-31D6-L6L7	STORAGE CABINETS - FD	E	7/09/2025	319.98		012169		
I-179N-PLYG-1LQL	SPRINKLER HEADS - PRSC	E	7/09/2025	216.99		012169		
I-17JM-CH61-QXQF	MISC BOOKS - KL	E	7/09/2025	138.44		012169		
I-17PL-41K9-PM3J	CRAFT SUPPLIES - KL	E	7/09/2025	51.17		012169		
I-19GH-CRHX-QQP4	SAW BLADES - FD	E	7/09/2025	85.48		012169		
I-19MN-4X16-WRVK	MULTIMEDIA - KL	E	7/09/2025	11.98		012169		
I-19NW-ML3R-1LGR	CABLES/DOCK/CHARGER - IT	E	7/09/2025	146.86		012169		
I-1C31-TL1G-D9PY	PROPELLERS - KL	E	7/09/2025	29.97		012169		
I-1C6K-6GCK-T9P7	POKEMON BLURAY KIDS PROGRM- KL	E	7/09/2025	8.08		012169		
I-1D9V-3V1P-437F	MULTIMEDIA - KL	E	7/09/2025	29.67		012169		
I-1DG3-4LVD-9PDL	PAINT - ENGINEERING	E	7/09/2025	315.66		012169		
I-1DG9-RCD6-31L3	ACCENT CHAIRS - OC REMODEL	E	7/09/2025	768.99		012169		
I-1F6F-33K1-JYRN	MULTIMEDIA - KL	E	7/09/2025	17.99		012169		
I-1FM3-49GN-RDXY	STA 4 FFE - TVS CLOCKS	E	7/09/2025	2,965.31		012169		
I-1FNH-YVJX-LJML	DVD CASES/BOXES/MISC - KL	E	7/09/2025	176.10		012169		
I-1FQ6-J9MW-RWFT	WATER FILTERS - MU	E	7/09/2025	76.00		012169		
I-1GK3-NXHC-FV7H	SIDE TABLES -OC RENO	E	7/09/2025	69.98		012169		
I-1GK6-WJGY-HFN3	STATION 4 FFE	E	7/09/2025	835.43		012169		
I-1H1W-7Q6N-9NQD	MULTIMEDIA - KL	E	7/09/2025	57.76		012169		
I-1HM4-1TVM-7QQP	MULTIMEDIA - KL	E	7/09/2025	45.94		012169		
I-1HPM-J46Q-G7D7	MULTIMEDIA-KL	E	7/09/2025	109.77		012169		
I-1HXL-NYMJ-Q4MK	PAINT - ENGINEERING	E	7/09/2025	410.40		012169		
I-1HYR-KCXH-GJHC	MULTIMEDIA- KL	E	7/09/2025	86.98		012169		
I-1J34-XJYC-KV4T	MULTIMEDIA - KL	E	7/09/2025	103.93		012169		
I-1J44-DWFC-1YPM	MISC BOOKS - KL	E	7/09/2025	247.60		012169		
I-1JR6-41TD-6MMR	MISC BOOKS - KL	E	7/09/2025	61.54		012169		
I-1KFJ-TMKY-N6JV	MISC BOOKS - KL	E	7/09/2025	27.00		012169		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-1KJX-W913-D1MV	MARKERS/PLATES/SUPS - AC	E	7/09/2025	193.33		012169		
I-1KWD-JMLX-7T4M	MISC BOOKS - KL	E	7/09/2025	70.77		012169		
I-1KWF-FMTT-3W4M	MULTIMEDIA- KL	E	7/09/2025	24.95		012169		
I-1LDG-FMK3-3HXT	MULTIMEDIA - KL	E	7/09/2025	227.02		012169		
I-1MP6-P41XX-WWG6	DETECTOR - PD	E	7/09/2025	144.95		012169		
I-1MXR-1J6M-RXLX	NITRILE GLOVES - MU	E	7/09/2025	192.77		012169		
I-1NFM-717M-M41M	PUZZLES - KL	E	7/09/2025	29.91		012169		
I-1P4W-TWCQ-3KRJ	PENCILS - KL	E	7/09/2025	29.99		012169		
I-1PWD-FRK9-3KDH	SIDE TABLES/CHAIRS -OC REMODEL	E	7/09/2025	398.98		012169		
I-1PXR-X1YM-KNQ7	MULTIMEDIA - KL	E	7/09/2025	347.31		012169		
I-1QK3-XTKM-1C7F	BISSELL - OC	E	7/09/2025	113.29		012169		
I-1TC4-3YNK-J64M	AIR & WATER FILTER - CH	E	7/09/2025	62.50		012169		
I-1VMF-YRCT-CCTC	PROGRAM SUPPLIES - KL	E	7/09/2025	66.79		012169		
I-1W6V-67QW-DKTM	TAPE - KL	E	7/09/2025	17.50		012169		
I-1W6V-67QW-DVMP	DUFFLE BAG - FD	E	7/09/2025	16.99		012169		
I-1WNQ-DD3W-7QQT	PAINT - ENGINEERING	E	7/09/2025	105.04		012169		
I-1WP1-WGJ3-CLXQ	MISC BOOKS - KL	E	7/09/2025	154.33		012169		
I-1X7P-L1RK-F3L4	MULTIMEDIA - KL	E	7/09/2025	77.88		012169		
I-1XCP-1XJR-JHLW	MULTIMEDIA - KL	E	7/09/2025	181.60		012169		
I-1Y6R-QW7N-D1VJ	STATION 4 FFE	E	7/09/2025	812.61		012169		
I-1Y7D-VF7W-HQXR	STAPLERS - PSB	E	7/09/2025	47.41		012169		
I-1YVN-RRVK-YHH1	MISC BOOKS - KL	E	7/09/2025	63.95		012169		11,074.63
	*** VENDOR TOTALS ***					1 CHECKS		11,074.63
003643	HOLM'S RADIATOR LLC							
I-S535985	UNIT #121 PARTS	R	7/07/2025	513.50		252330		513.50
	*** VENDOR TOTALS ***					1 CHECKS		513.50
002676	ANIMAL RESCUE LEAGUE							
I-INV0244	MAY 2025 ANIMAL SERVICES	E	7/09/2025	1,625.00		012140		1,625.00
	*** VENDOR TOTALS ***					1 CHECKS		1,625.00
000989	ANKENY AREA CHAMBER OF COMMERC							
I-66100	ALI TUITION 2025-2026	R	7/07/2025	1,900.00		252331		1,900.00
	*** VENDOR TOTALS ***					1 CHECKS		1,900.00
002902	ANKENY COMMUNITY BAND							
I-07/17/2025SUMSNDS	7/17/25 SUMMER SOUNDS	R	7/07/2025	350.00		252332		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
000373	ANKENY COMMUNITY CHORUS							
I-07/17/2025SUMSNDS	7/17/25 SUMMER SOUNDS	R	7/07/2025	350.00		252333		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00

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000043	ANKENY COMMUNITY SCHOOLS							
I-FY26 #1 JULY GYM	JULY 2025 GYM USE FEE	R	7/07/2025	6,300.00		252334		6,300.00
	*** VENDOR TOTALS ***					1 CHECKS		6,300.00
011996	ANKENY HARDWARE STORE LLC							
I-1180228	HILLMAN- PKS	E	7/09/2025	16.38		012190		
I-1180715	HILLMAN - PKS	E	7/09/2025	4.50		012190		
I-1180866	PASTE/NIPPLE SET - PRSC	E	7/09/2025	11.18		012190		
I-1180927	6PK OIL - PRSC	E	7/09/2025	53.98		012190		
I-1181299	GENERATOR LOCK - FS#4	E	7/09/2025	17.49		012190		
I-1181317	HILLMAN - OC	E	7/09/2025	11.32		012190		
I-1181355	HILLMAN - OCM	E	7/09/2025	19.74		012190		
I-1181358	DRAIN CLEANER - FS1	E	7/09/2025	11.99		012190		
I-1181584	FORKLIFT TANK REFILL - STREETS	E	7/09/2025	68.08		012190		
I-1181914	VINYL/BUNGEE-PRAC	E	7/09/2025	10.37		012190		
I-1181968	POOL VAC HEAD FIX - AC	E	7/09/2025	31.98		012190		
I-1182533	SYN BLEND OIL- P&R	E	7/09/2025	6.49		012190		
I-1182535	GROW GOLD COMPOST - PRSC	E	7/09/2025	34.95		012190		
I-1182677	HILLMAN -P&R	E	7/09/2025	0.77		012190		
I-1183501	HILLMAN - OCM	E	7/09/2025	4.86		012190		304.08
	*** VENDOR TOTALS ***					1 CHECKS		304.08
012409	ANKENY PRIDE							
I-06/16/2025RFND	AMP TABLE AND CHAIR REFUND	R	7/07/2025	200.00		252335		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
004201	TSJM TOWING SERVICE LLC							
I-25-67743	UNIT #72 TOW/HOOK FEE	R	7/07/2025	67.00		252336		
I-25-67889	TOW/HOOK FEE - PD	R	7/07/2025	50.00		252336		
I-6/24/2025 IMPOUND	TOW & IMPOUND STORAGE	R	7/07/2025	1,665.00		252336		1,782.00
	*** VENDOR TOTALS ***					1 CHECKS		1,782.00
012255	HENRY-RAE LLC							
I-06/02/25-06/05/25	6/2-6/5/25 ART CAMP	R	7/07/2025	360.00		252337		
I-06/16/25-06/20/25	6/16-6/20/25 ART CAMP	R	7/07/2025	1,536.00		252337		1,896.00
	*** VENDOR TOTALS ***					1 CHECKS		1,896.00
000057	ARNOLD MOTOR SUPPLY							
C-15CR017811	CR: UNIT #132 CORE	R	7/07/2025	216.00CR		252338		
C-15CR017859	CR: UNIT #405 CORE	R	7/07/2025	24.00CR		252338		
C-15CR017899	CR: UNIT #921 CORE	R	7/07/2025	24.00CR		252338		
C-15CR017900	CR: UNIT #304 CORE	R	7/07/2025	24.00CR		252338		
C-15CR018002	CR: UNIT #223 BATTERY	R	7/07/2025	168.33CR		252338		
I-15NV208376	UNIT #688 OIL FILTER	R	7/07/2025	5.11		252338		
I-15NV211032	UNIT #412 BRAKE PADS/ROTORS	R	7/07/2025	155.62		252338		
I-15NV211082	OIL FILTERS - CG	R	7/07/2025	10.34		252338		
I-15NV211093	UNIT #132 BATTERY	R	7/07/2025	881.70		252338		
I-15NV211234	AIR FILTERS/OIL FILTERS - CG	R	7/07/2025	59.75		252338		

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I-15NV211332	OIL FILTERS - CG	R	7/07/2025	10.34		252338		
I-15NV211416	UNIT #132 HUB CAPS	R	7/07/2025	38.40		252338		
I-15NV211417	UNIT #631 FUEL FILTER	R	7/07/2025	8.94		252338		
I-15NV211469	UNIT #631 FUEL/AIR/OIL FILTERS	R	7/07/2025	46.24		252338		
I-15NV211623	UNIT #405 BATTERY	R	7/07/2025	209.14		252338		
I-15NV211703	UNIT #275 BLOWER MOTOR KIT	R	7/07/2025	27.66		252338		
I-15NV211922	SHOP SUPPLIES - CG	R	7/07/2025	65.46		252338		
I-15NV211997	OIL FILTERS - CG	R	7/07/2025	10.22		252338		
I-15NV212110	UNIT #921 BATTERY	R	7/07/2025	209.14		252338		
I-15NV212124	UNIT #304 BATTERY	R	7/07/2025	209.14		252338		
I-15NV212181	OIL FILTERS - CG	R	7/07/2025	10.28		252338		
I-15NV212503	UNIT #118 BATTERIES	R	7/07/2025	439.81		252338		
I-15NV212656	UNIT #82 PADS/ROTORS	R	7/07/2025	291.18		252338		
I-15NV212767	AIR/OIL FILTER - CG	R	7/07/2025	120.28		252338		
I-15NV212795	AIR FILTERS - CG	R	7/07/2025	35.11		252338		
I-15NV213052	UNIT #921 BRAKE PADS	R	7/07/2025	119.24		252338		
I-15NV213134	UNIT #304 FUEL PUMP MODULE	R	7/07/2025	431.35		252338		
I-15NV213200	OIL FILTER - CG	R	7/07/2025	81.54		252338		
I-15NV213247	UNIT #227 BATTERY	R	7/07/2025	168.33		252338		
I-15NV213262	AIR FILTERS - CG	R	7/07/2025	30.62		252338		
I-15NV213317	UNIT #223 BATTERY	R	7/07/2025	336.66		252338		
I-15NV213341	UNIT #601 WIPER BLADES	R	7/07/2025	12.18		252338		
I-15NV213511	OIL FILTERS - CG	R	7/07/2025	142.07		252338		
I-15NV213578	BLK HD TIE/TEE WRAP -PRSC	R	7/07/2025	139.96		252338		3,849.48
*** VENDOR TOTALS ***						1 CHECKS		3,849.48
012092	ASCENDANCE TRUCKS LLC							
I-XA301033523:01	UNIT #277 PARTS	R	7/07/2025	342.15		252340		
I-XA301033523:02	UNIT #277 PARTS	R	7/07/2025	19.75		252340		
I-XA301033543:01	#277 AIR COMPRESSOR	R	7/07/2025	1,502.09		252340		
I-XA301033800:01	#121 CATALST	R	7/07/2025	3,966.03		252340		
I-XA301033911:01	SNOW PLOW PARTS	R	7/07/2025	145.60		252340		
I-XA301033911:02	UNIT #121 AIR DRYER	R	7/07/2025	183.84		252340		6,159.46
*** VENDOR TOTALS ***						1 CHECKS		6,159.46
002549	ATLANTIC BOTTLING COMPANY							
I-5176899	ICE MAKER -PRAC	R	7/07/2025	4,038.26		252341		
I-5188950	BEVERAGES FOR RESALE - CFAC	R	7/07/2025	973.60		252341		
I-5201974	BEVERAGES FOR RESALE-HAWKEYE	R	7/07/2025	751.42		252341		
I-5203177	BEVERAGES FOR RESALE - OC	R	7/07/2025	690.50		252341		
I-5204182	BEVERAGES FOR RESALE - PRAC	R	7/07/2025	665.96		252341		
I-5218229	BEVERAGES FOR RESALE - OC	R	7/07/2025	478.94		252341		7,598.68
*** VENDOR TOTALS ***						1 CHECKS		7,598.68

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			DATE	AMOUNT		NO	STATUS	AMOUNT
008024	AUREON COMMUNICATIONS LLC							
I-20519301	06/01/25-06/30/25 STATEMENT	E	7/09/2025	2,311.84		012162		2,311.84
	*** VENDOR TOTALS ***					1 CHECKS		2,311.84
000067	BAKER & TAYLOR INC							
I-2039087625	MISC BOOKS - KL	E	7/09/2025	88.45		012113		
I-2039099479	MISC BOOKS - KL	E	7/09/2025	117.95		012113		
I-2039124094	MISC BOOKS - KL	E	7/09/2025	187.46		012113		
I-2039146004	MISC BOOKS - KL	E	7/09/2025	55.08		012113		448.94
	*** VENDOR TOTALS ***					1 CHECKS		448.94
012433	BARKPASS LLC							
I-23386200-0005	6/30/25-6/30/26 BARKPASS	R	7/07/2025	1,788.00		252342		1,788.00
	*** VENDOR TOTALS ***					1 CHECKS		1,788.00
006127	BATTERIES PLUS BULBS #203							
I-P79191033 REISSUE	REISSUE: BATTERIES - PD	R	7/07/2025	43.90		252343		
I-P80453453	BATTERIES - FD	R	7/07/2025	69.12		252343		
I-P81004247 REISSUE	REISSUE: BATTERIES - MU	R	7/07/2025	50.30		252343		
I-P82223951 REISSUE	BATTERIES - PW	R	7/07/2025	199.62		252343		362.94
	*** VENDOR TOTALS ***					1 CHECKS		362.94
012103	JENNA BENKUFISKY							
I-06/2025 TENNIS	06/2025 TENNIS CLINICS	E	7/09/2025	327.25		012211		327.25
	*** VENDOR TOTALS ***					1 CHECKS		327.25
006349	HY-VEE INC-BDI							
I-94647	ALCOHOL FOR RESALE-OC	R	7/07/2025	780.87		252344		780.87
	*** VENDOR TOTALS ***					1 CHECKS		780.87
007073	BIOBAG AMERICAS INC							
I-INV512280	DOG WASTE BAGS	R	7/07/2025	1,386.00		252345		1,386.00
	*** VENDOR TOTALS ***					1 CHECKS		1,386.00
005950	BLACKSTONE AUDIO INC							
I-2201241	MULTIMEDIA/SHELF SVCS - KL	R	7/07/2025	37.94		252346		
I-2201371	MISC BOOKS/SHELF SVCS-KL	R	7/07/2025	782.38		252346		
I-2201455	MULTIMEDIA/SHELF SVCS-KL	R	7/07/2025	124.99		252346		945.31
	*** VENDOR TOTALS ***					1 CHECKS		945.31
007515	EFFLUENT INC							
I-I11469	GREASE TRAP INSPECTION - ACC	R	7/07/2025	225.00		252347		
I-I11939	05/25/25-06/24/25 RENTALS-PRSC	R	7/07/2025	677.00		252347		902.00
	*** VENDOR TOTALS ***					1 CHECKS		902.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
012422	DEREK BOIKE							
	I-07/24-06/25FITNESS 07/24-06/25 FITNESS	E	7/09/2025	180.00		012225		180.00
			*** VENDOR TOTALS ***			1 CHECKS		180.00
009283	BOLTON & MENK, INC							
	I-0364232 #1 PAY 1-18TH/STATE/ASH STUDY	R	7/07/2025	13,620.30		252348		
	I-0364233 #8 PAY 8-PR RDG DR/9TH/ASH INT	R	7/07/2025	9,608.00		252348		23,228.30
			*** VENDOR TOTALS ***			1 CHECKS		23,228.30
008100	BOMGAARS SUPPLY INC							
	I-65391245 TRIMMER/BOLTS - OCM	R	7/07/2025	166.63		252349		166.63
			*** VENDOR TOTALS ***			1 CHECKS		166.63
009487	BOOT BARN INC							
	I-INV00491235 BOOTS - TJ AKES	E	7/09/2025	140.00		012173		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
005174	BOUND TREE MEDICAL LLC							
	I-85792399 EMS SUPPLIES - FD	R	7/07/2025	17.95		252350		
	I-85792400 EMS SUPPLIES - CG	R	7/07/2025	228.38		252350		
	I-85798220 EMS SUPPLIES - FD	R	7/07/2025	119.28		252350		
	I-85798221 EMS SUPPLIES - FD	R	7/07/2025	12.18		252350		
	I-85798222 EMS SUPPLIES - FD	R	7/07/2025	162.25		252350		
	I-85798223 EMS SUPPLIES - FD	R	7/07/2025	162.25		252350		
	I-85801953 EMS SUPPLIES - FD	R	7/07/2025	507.96		252350		
	I-85812331 EMS SUPPLIES - FD	R	7/07/2025	2,924.42		252350		
	I-85812332 EMS SUPPLIES - FD	R	7/07/2025	294.13		252350		
	I-85813895 EMS SUPPLIES - FD	R	7/07/2025	4.39		252350		4,433.19
			*** VENDOR TOTALS ***			1 CHECKS		4,433.19
012383	AARON BRAUN							
	I-06/2025 TENNIS 06/2025 TENNIS CLINICS	E	7/09/2025	288.00		012218		288.00
			*** VENDOR TOTALS ***			1 CHECKS		288.00
000127	BRICK GENTRY PC							
	I-448039 05/25/2025 STATEMENT 224.016	R	7/07/2025	1,515.00		252351		
	I-448040 05/25/2025 STATEMENT 224.008	R	7/07/2025	2,610.00		252351		
	I-448043 05/25/2025 STATEMENT 224.001	R	7/07/2025	6,180.00		252351		
	I-448044 05/25/2025 STATEMENT 224.031	R	7/07/2025	490.50		252351		
	I-448047 5/25/2025 STATEMENT 224.011	R	7/07/2025	630.00		252351		
	I-448050 05/25/2025 STATEMENT 224.014	R	7/07/2025	630.00		252351		12,055.50
			*** VENDOR TOTALS ***			1 CHECKS		12,055.50

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007393	BRIGHT & CLEAR SOLUTIONS INC							
I-1135	WINDOW CLEANING - CH	R	7/07/2025	250.00		252352		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
012385	TATE BROOKS							
I-06/2025 TENNIS	06/2025 TENNIS	E	7/09/2025	72.00		012220		72.00
	*** VENDOR TOTALS ***					1 CHECKS		72.00
012356	WYATT BROWN							
I-6/25/2025	SHOE REIMBURSEMENT	E	7/09/2025	116.13		012216		116.13
	*** VENDOR TOTALS ***					1 CHECKS		116.13
005497	BRYAN ROCK PRODUCTS INC							
I-69410	AG LIME-PRSC	R	7/07/2025	2,041.87		252353		2,041.87
	*** VENDOR TOTALS ***					1 CHECKS		2,041.87
009566	VARSITY BRANDS HOLDING CO., IN							
I-929898034	SOCCER NETS-P&R	R	7/07/2025	1,674.19		252354		1,674.19
	*** VENDOR TOTALS ***					1 CHECKS		1,674.19
007873	ROSS BUDDEN							
I-6/17/2025	FIRE HELMET REIMBURSEMENT	E	7/09/2025	468.00		012203		468.00
	*** VENDOR TOTALS ***					1 CHECKS		468.00
012410	REAGAN BUEHLER							
I-6/18/2025	STORMWATER BMP REIMBURSEMENT	R	7/07/2025	75.00		252355		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
012411	JOY BURK							
I-6/18/2025	STORMWATER BMP REIMBURSEMENT	R	7/07/2025	1,800.00		252356		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
002167	BUSINESS PUBLICATIONS CORP							
I-995609-R1	08/08/25-08/07/26 SUBSCRIPTION	R	7/07/2025	24.95		252357		24.95
	*** VENDOR TOTALS ***					1 CHECKS		24.95
012412	DORIS BUTLER							
I-25-E1152555	PATIENT REFUND - FD	R	7/07/2025	190.20		252358		190.20
	*** VENDOR TOTALS ***					1 CHECKS		190.20
004126	CALHOUN-BURNS AND							
I-115297-1	2025 BRIDGE INSPECTION	R	7/07/2025	3,295.00		252359		3,295.00
	*** VENDOR TOTALS ***					1 CHECKS		3,295.00

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011704	RIGHTY TIGHTY VENTURES							
I-06/09/25-06/12/25	6/9-6/12/25 CAMP BRAINIAC	E	7/09/2025	2,592.00		012185		2,592.00
	*** VENDOR TOTALS ***					1 CHECKS		2,592.00
000385	CAPITAL CITY EQUIPMENT CO							
I-56297D	TILLER PARTS	E	7/09/2025	1,021.31		012120		1,021.31
	*** VENDOR TOTALS ***					1 CHECKS		1,021.31
000117	CARMEN'S FLOWERS							
I-017511	PLANT - V KNOOT	R	7/07/2025	75.00		252360		
I-018519	PLANT - E BERRY	R	7/07/2025	75.00		252360		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
000453	CARQUEST AUTO PARTS							
I-2330-872535	UNIT #220 LIGHTS	R	7/07/2025	105.52		252361		
I-2330-873064	UNIT #910 AC PRESSURE SENSOR	R	7/07/2025	61.41		252361		
I-2330-873442	LIFT STATION SUPPLIES - MU	R	7/07/2025	15.33		252361		182.26
	*** VENDOR TOTALS ***					1 CHECKS		182.26
004321	CARROLL DISTRIBUTING & CONSTRU							
I-DM188775	STREET SUPPLIES - PW	E	7/09/2025	550.00		012147		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
012046	CE&I STORAGE TANK SOLUTIONS LL							
I-252422-06 70 #8	PAY 8-IRVND DR/ELVTD STRG TNK	E	7/09/2025	655,232.53		012193		655,232.53
	*** VENDOR TOTALS ***					1 CHECKS		655,232.53
004613	CENTRAL IOWA DISTRIBUTING							
I-01021122A	MAINTENANCE SUPPLIES-PKS	E	7/09/2025	1,725.00		012150		
I-01021122B	JANITORIAL SUPPLIES - PKS	E	7/09/2025	2,749.00		012150		
I-01021156	TOILET PAPER-PRSC	E	7/09/2025	1,472.00		012150		
I-298957	TOWELS - AC/PKS	E	7/09/2025	705.00		012150		
I-304535A	POOLS CLEANING SUPPLIES	E	7/09/2025	1,252.00		012150		
I-304535B	CLEANING SUPPLIES	E	7/09/2025	1,524.00		012150		
I-307853	SUPPLIES -PRSC	E	7/09/2025	261.00		012150		
I-307858	BLACK BAGS - OCM	E	7/09/2025	432.00		012150		10,120.00
	*** VENDOR TOTALS ***					1 CHECKS		10,120.00
011409	CENTRAL MCGOWAN INC							
I-0000388339	BEVERAGES FOR RESALE - OC	E	7/09/2025	34.80		012181		
I-0001002640	BEVERAGES FOR RESALE -OC	E	7/09/2025	92.95		012181		127.75
	*** VENDOR TOTALS ***					1 CHECKS		127.75

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003072	QWEST CORPORATION							
I-06/04/2025	06/2025 STATEMENT - TRAFFIC	R	7/07/2025	101.99		252362		101.99
	*** VENDOR TOTALS ***					1 CHECKS		101.99
012027	STEM2WIN							
I-06/16/25-06/19/25	6/16-6/19 CHALLENGE ISLAND	R	7/07/2025	3,821.60		252363		
I-06/23/25-06/26/25	6/23-6/26/25 CHALLENGE ISLAND	R	7/07/2025	4,804.80		252363		8,626.40
	*** VENDOR TOTALS ***					1 CHECKS		8,626.40
011576	CINTAS CORPORATION							
I-4233150648	6/09/25 SVCS - WASTEWATER	R	7/07/2025	156.32		252364		
I-4233300050	6/10/25 SVCS - WATER	R	7/07/2025	195.90		252364		
I-4233300328	6/10/25 SVCS - STREETS	R	7/07/2025	469.51		252364		
I-4233300340	MAT/UNIFORM RENTALS - PKS	R	7/07/2025	126.09		252364		
I-4233459958	BANQUET SUPPLY RENTALS- OC	R	7/07/2025	134.63		252364		
I-4233871359	6/16/25 SVCS - WASTEWATER	R	7/07/2025	170.15		252364		
I-4233873405	SUPPLY RENTALS - ACC	R	7/07/2025	31.50		252364		
I-4234025232	MAT/UNIFORM RENTALS - OCM	R	7/07/2025	81.25		252364		
I-4234030716	6/17/25 SVCS - STREETS	R	7/07/2025	469.51		252364		
I-4234116435	BANQUET SUPPLY RENTALS-OC	R	7/07/2025	166.97		252364		
I-4234120093	MAT RENTALS - KL	R	7/07/2025	204.34		252364		
I-4234750239	UNIFORM RENTALS - OCM	R	7/07/2025	71.94		252364		
I-4234755508	6/24/25 SVCS - WATER	R	7/07/2025	195.90		252364		
I-4234755599	6/24/25 SVCS - STREETS	R	7/07/2025	469.51		252364		
I-4234755861	MAT/UNIFORM RENTALS-PKS	R	7/07/2025	126.09		252364		
I-4234918564	BANQUET SUPPLY RENTALS-OC	R	7/07/2025	218.45		252364		
I-4235304375	MAT/UNIFORM RENTALS -OCM	R	7/07/2025	111.95		252364		3,400.01
	*** VENDOR TOTALS ***					1 CHECKS		3,400.01
005765	ZACH CLEAR							
I-6/17/2025	SHOE REIMBURSEMENT	R	7/07/2025	140.00		252365		
I-6/17/2025 (2)	PARAMEDIC CERT REIMBURSEMENT	R	7/07/2025	25.00		252365		165.00
	*** VENDOR TOTALS ***					1 CHECKS		165.00
007852	LEE COLE							
I-06/2025 MAGICCAMP	06/2025 MAGIC CAMP	R	7/07/2025	381.60		252366		381.60
	*** VENDOR TOTALS ***					1 CHECKS		381.60
008507	COMMERCIAL RECREATION SPECIALI							
I-0028270	SPLASH PAD WIRE ACTIVATOR	R	7/07/2025	1,880.00		252367		1,880.00
	*** VENDOR TOTALS ***					1 CHECKS		1,880.00
006208	COMPASS BUSINESS SOLUTIONS							
I-207062C	FNB DEPOSIT SLIP ORDER	R	7/07/2025	211.99		252368		
I-207077C	FNB DEPOSIT SLIP ORDER	R	7/07/2025	145.20		252368		357.19
	*** VENDOR TOTALS ***					1 CHECKS		357.19

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000614	CONFLUENCE INC							
I-24421 #3	PAY 3-TRESTLE RIDGE PARK	R	7/07/2025	9,590.00		252369		9,590.00
	*** VENDOR TOTALS ***					1 CHECKS		9,590.00
002559	CONSUMERS ENERGY							
I-05/01/25-06/01/25	6/09/2025 STATEMENT	E	7/09/2025	2,734.82		012139		2,734.82
	*** VENDOR TOTALS ***					1 CHECKS		2,734.82
010473	COOK PLUMBING CORP							
I-I5046	BACKFLOW -PRSC	R	7/07/2025	837.00		252370		837.00
	*** VENDOR TOTALS ***					1 CHECKS		837.00
012318	DALE RUPP							
I-07/17/25BEATSEATS	7/17/25 BEATS AND EATS	R	7/07/2025	700.00		252371		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
010200	CRITICAL MENTION, INC.							
I-2025-30171	NEWS MEDIA LISTENING TOOL	E	7/09/2025	3,500.00		012178		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
010085	CONRAD CRUTHIRDS							
I-6/13/2025	WORK BOOT REIMBURSEMENT	E	7/09/2025	140.00		012204		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
001654	CUMMINS, INC							
I-J4-250379044	PW GEN REPAIRS	E	7/09/2025	159.81		012131		159.81
	*** VENDOR TOTALS ***					1 CHECKS		159.81
000146	CENTURY HOMES CO							
I-90319IN	SEED - MU	R	7/07/2025	125.00		252372		
I-90403IN	HERBICIDE - PKS	R	7/07/2025	99.50		252372		
I-90664IN	CHALK-PRSC	R	7/07/2025	1,064.00		252372		
I-91174IN	CHEMICALS-OCM	R	7/07/2025	9,102.10		252372		
I-91386IN	FUNGICIDE -OCM	R	7/07/2025	215.46		252372		10,606.06
	*** VENDOR TOTALS ***					1 CHECKS		10,606.06
001003	ED DANIELS							
I-123462	FILTERS - FS1	E	7/09/2025	252.03		012130		252.03
	*** VENDOR TOTALS ***					1 CHECKS		252.03
003099	DELL MARKETING L P							
I-10818621162	JIM H NEW LAPTOP	R	7/07/2025	1,306.50		252373		
I-10820103943	SW ADMIN TECH II NEW PC	R	7/07/2025	1,733.21		252373		3,039.71
	*** VENDOR TOTALS ***					1 CHECKS		3,039.71

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000605	DEMCO INC							
I-7659170	TAPE/CASES - KL	E	7/09/2025	326.76		012127		326.76
	*** VENDOR TOTALS ***					1 CHECKS		326.76
012129	DES MOINES AIRPORT AUTHORITY							
I-0054026-IN	FY25 DMAA CONTRIBUTION #2	E	6/26/2025	336,775.00		012109		336,775.00
	*** VENDOR TOTALS ***					1 CHECKS		336,775.00
012080	DES MOINES WATER WORKS - CIWW							
I-000131 5/31/25	05/31/2025 STATEMENT	R	7/07/2025	1,900.00		252374		1,900.00
	*** VENDOR TOTALS ***					1 CHECKS		1,900.00
001327	GL ANKENY LLC							
I-166645 DOW	ANTIFREEZE - CG	R	7/07/2025	17.29		252375		17.29
	*** VENDOR TOTALS ***					1 CHECKS		17.29
000161	DEWEY FORD INC							
I-640022 FOW	UNIT #118 PARTS	R	7/07/2025	163.80		252376		
I-640693 FOW	UNIT #97 SWITCH	R	7/07/2025	58.24		252376		
I-640728 FOW	UNIT #47 PARTS	R	7/07/2025	58.24		252376		
I-640732 FOW	UNIT #722 MANIFOLD	R	7/07/2025	109.51		252376		
I-640884 FOW	SQUAD CAR PARTS	R	7/07/2025	233.64		252376		623.43
	*** VENDOR TOTALS ***					1 CHECKS		623.43
004568	DOLL DISTRIBUTING LLC							
I-1782424	ALCOHOL FOR RESALE- HAWKEYE	E	7/09/2025	236.50		012149		
I-1784713	ALCOHOL FOR RESALE-OC	E	7/09/2025	1,419.85		012149		
I-1790316	ALCOHOL FOR RESALE-OC	E	7/09/2025	2,034.30		012149		3,690.65
	*** VENDOR TOTALS ***					1 CHECKS		3,690.65
010726	PAUL A DRAKE							
I-4828	NAME PLATE - PT	E	7/09/2025	10.00		012179		
I-4835	NAME PLATE - LT	E	7/09/2025	10.00		012179		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00
006716	TELVENT DTN LLC							
I-210-00184858	7/1/25-9/30/25 COMMANDER	E	7/09/2025	1,653.75		012158		1,653.75
	*** VENDOR TOTALS ***					1 CHECKS		1,653.75
005529	DUNLOP COMPANY INC							
I-8498032 SO	STOCK MERCH FOR RESALE-OC	R	7/07/2025	86.40		252377		86.40
	*** VENDOR TOTALS ***					1 CHECKS		86.40

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004995	ECHO GROUP INC							
I-S011093253.001	WALL COVERS - OC	E	7/09/2025	3.87		012152		
I-S011208620.001	TIMER FOR MIDWAY PARK	E	7/09/2025	892.01		012152		
I-S011241734.001	SECURITY ALARM CABLE - PKS	E	7/09/2025	179.73		012152		1,075.61
	*** VENDOR TOTALS ***					1 CHECKS		1,075.61
006319	EDWARD DON AND COMPANY							
C-71350388	CR: LIDS -OC	R	7/07/2025	18.18CR		252378		
C-71358730	CR: FOOD/SUPPS FOR RESALE -OC	R	7/07/2025	38.16CR		252378		
C-71360979	CR: SHIPPING OC	R	7/07/2025	80.35CR		252378		
I-33569366	FOOD/SUPPLIES FOR RESALE-OC	R	7/07/2025	65.42		252378		
I-33634238	LID TRANS - OC	R	7/07/2025	24.25		252378		
I-33641194	LIDS/CUPS - OC	R	7/07/2025	202.33		252378		
I-33677262	FOOD SUPPS FOR RESALE/MISC-OC	R	7/07/2025	381.29		252378		
I-33681733	FOOD SUPPS FOR RESALE - OC	R	7/07/2025	110.07		252378		646.67
	*** VENDOR TOTALS ***					1 CHECKS		646.67
000186	ELECTRONIC ENGINEERING							
I-120018294-1	UNIT #243 ANTENNA/CONNECTOR	E	7/09/2025	15.55		012114		
I-80077864, 80077997	07/2025 STATEMENT-PW	E	7/09/2025	930.00		012114		
I-80077865, 80077998	07/2025 STATEMENT - MU	E	7/09/2025	472.50		012114		
I-80077996, 80077863	07/2025 STATEMENT - PARK MAINT	E	7/09/2025	296.50		012114		
I-80077999	07/2025 STATEMENT-ENGINEERING	E	7/09/2025	26.50		012114		1,741.05
	*** VENDOR TOTALS ***					1 CHECKS		1,741.05
008988	ELITE GLASS & METAL LLC							
I-SM-25968	2 NEW MIRRORS - OC	R	7/07/2025	400.00		252379		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
005418	EMPLOYEE & FAMILY RESOURCES IN							
I-681-9737	EAP SERVICES 8/1/25-7/31/26	R	7/07/2025	8,118.00		252380		8,118.00
	*** VENDOR TOTALS ***					1 CHECKS		8,118.00
012275	EMS MANAGEMENT & CONSULTANTS,							
I-EMS-015762	05/2025 AMB BILLING SVCS	R	7/07/2025	10,167.06		252381		10,167.06
	*** VENDOR TOTALS ***					1 CHECKS		10,167.06
007151	GRISWOLD INDUSTRIES							
I-919825	PUMP STATION SUPPLIES - MU	R	7/07/2025	656.24		252382		656.24
	*** VENDOR TOTALS ***					1 CHECKS		656.24
012413	MARILYN EWALT							
I-6/18/2025	STORMWATER BMP REIMBURSEMENT	R	7/07/2025	75.00		252383		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00

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005478	EXCEL MECHANICAL COMPANY INC							
I-182257	SYSTEM B LOW REFRIDERANT	E	7/09/2025	2,557.00		012154		
I-182338	SERVICE CHECK /REPAIRS -KL	E	7/09/2025	451.20		012154		
I-182349	SPLASH PAD VALVE REPAIR	E	7/09/2025	1,353.50		012154		4,361.70
	*** VENDOR TOTALS ***					1 CHECKS		4,361.70
004235	FAITH BAPTIST BIBLE COLLEGE							
I-06/2025 VB CAMP	06/25SPIKEFEST VOLLEYBALL CAMP	E	7/09/2025	9,680.00		012146		9,680.00
	*** VENDOR TOTALS ***					1 CHECKS		9,680.00
002285	FASTENAL COMPANY							
I-IADES457598	NITRILE GLOVES - CG	E	7/09/2025	46.01		012138		46.01
	*** VENDOR TOTALS ***					1 CHECKS		46.01
006858	FERGUSON ENTERPRISES INC #1657							
I-0519748	RF UNITS	R	7/07/2025	67,200.00		252384		67,200.00
	*** VENDOR TOTALS ***					1 CHECKS		67,200.00
012387	FIRE SAFETY USA, INC.							
I-202043	FOAM	R	7/07/2025	2,800.00		252385		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
011234	FIRE SERVICE TRAINING BUREAU							
I-252271	F01/F02-STUCKER, JOCHEMS	R	7/07/2025	100.00		252386		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
007648	DAIOHS USA INC							
I-MN-454555	COFFEE SERVICES - PW	E	7/09/2025	147.61		012159		147.61
	*** VENDOR TOTALS ***					1 CHECKS		147.61
010286	AT&T MOBILITY II LLC							
I-06272025 FD	5/20/25-6/19/25 STATEMENT - FD	R	7/07/2025	912.34		252387		912.34
010286	AT&T MOBILITY II LLC							
I-06272025 PD	5/20/25-6/19/25 STATEMENT - PD	R	7/07/2025	1,953.07		252388		1,953.07
	*** VENDOR TOTALS ***					2 CHECKS		2,865.41
012271	DEBRA ANN FLYNN							
I-06/13/2025	FY25 SUMMER ART FLYNN	R	7/07/2025	3,064.00		252389		3,064.00
	*** VENDOR TOTALS ***					1 CHECKS		3,064.00
012430	FOCUSS INC							
I-06/2025 REFUND	REFUND FOR CANCELLED RENTAL	R	7/07/2025	130.00		252390		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00

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002078	FOTH & VAN DYKE LLC							
I-96562/97179 #11	PAY 11-W 1ST ST IMP PHASE 2	E	7/09/2025	90,612.60		012136		
I-97402	FOTH - 18TH & ASH REVIEW	E	7/09/2025	1,386.00		012136		91,998.60
	*** VENDOR TOTALS ***					1 CHECKS		91,998.60
000211	GALE							
I-99910041811	MISC BOOKS - KL	E	7/09/2025	49.48		012115		
I-999100423364	MISC BOOKS - KL	E	7/09/2025	56.23		012115		
I-999100424598	MISC BOOKS -KL	E	7/09/2025	101.96		012115		
I-999100424599	MISC BOOKS - KL	E	7/09/2025	101.21		012115		
I-999100431619	MISC BOOKS - KL	E	7/09/2025	78.72		012115		
I-999100476273	MISC BOOKS - KL	E	7/09/2025	52.48		012115		
I-999100476275	MISC BOOKS - KL	E	7/09/2025	74.22		012115		
I-999100476276	MISC BOOKS - KL	E	7/09/2025	49.48		012115		
I-999100476289	MISC BOOKS - KL	E	7/09/2025	24.74		012115		
I-999100476291	MISC BOOKS - KL	E	7/09/2025	83.97		012115		
I-999100476292	MISC BOOKS - KL	E	7/09/2025	62.97		012115		
I-999100476293	MISC BOOKS -KL	E	7/09/2025	54.73		012115		
I-999100494395	MISC BOOKS - KL	E	7/09/2025	94.50		012115		
I-999100538057	MISC BOOKS - KL	E	7/09/2025	204.68		012115		
I-999100558072	MISC BOOK - KL	E	7/09/2025	259.41		012115		
I-999100558073	MISC BOOKS - KL	E	7/09/2025	56.23		012115		
I-999100558075	MISC BOOKS - KL	E	7/09/2025	131.95		012115		
I-999100565684	MISC BOOKS - KL	E	7/09/2025	101.21		012115		
I-999100572900	MISC BOOKS - KL	E	7/09/2025	78.72		012115		
I-999100604168	MISC BOOKS - KL	E	7/09/2025	229.42		012115		
I-999100621781	MISC BOOKS - KL	E	7/09/2025	49.48		012115		
I-999100623901	MISC BOOKS - KL	E	7/09/2025	53.23		012115		
I-999100623902	MISC BOOKS - KL	E	7/09/2025	54.73		012115		
I-999100625730	MISC BOOKS - KL	E	7/09/2025	74.22		012115		
I-999100625732	MISC BOOKS - KL	E	7/09/2025	74.22		012115		
I-999100625733	MISC BOOKS KL	E	7/09/2025	83.97		012115		
I-999100625736	MISC BOOKS -KL	E	7/09/2025	62.97		012115		
I-999100629016	MISC BOOKS - KL	E	7/09/2025	70.49		012115		
I-999400000562	MISC BOOKS - KL	E	7/09/2025	56.98		012115		2,526.60
	*** VENDOR TOTALS ***					1 CHECKS		2,526.60
011998	GALLS PARENT HOLDINGS, LLC							
I-031465549	UNIFORMS - FD	E	7/09/2025	81.13		012191		
I-031517352	UNIFORMS - FD	E	7/09/2025	266.88		012191		
I-031517394	UNIFORMS - FD	E	7/09/2025	76.84		012191		
I-031517395	UNIFORMS - FD	E	7/09/2025	24.98		012191		
I-031529995	UNIFORMS - FD	E	7/09/2025	138.98		012191		
I-031529996	UNIFORMS - FD	E	7/09/2025	139.19		012191		
I-031529997	UNIFORMS - FD	E	7/09/2025	139.19		012191		
I-031529998	UNIFORMS - FD	E	7/09/2025	142.87		012191		
I-031529999	UNIFORMS - FD	E	7/09/2025	150.44		012191		
I-031541724	UNIFORMS - FD	E	7/09/2025	783.61		012191		

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-031541761	UNIFORMS - FD	E	7/09/2025	35.91		012191		
I-031551439	UNIFORMS - FD	E	7/09/2025	482.37		012191		
I-031554405	UNIFORM PANTS - FD	E	7/09/2025	399.31		012191		
I-031554411	UNIFORM PANTS - FD	E	7/09/2025	333.60		012191		
I-031554412	UNIFORM PANTS - FD	E	7/09/2025	533.79		012191		
I-031554415	UNIFORM PANTS - FD	E	7/09/2025	200.91		012191		
I-031554418	UNIFORM PANTS - FD	E	7/09/2025	378.59		012191		
I-031554447	UNIFORM SHORTS - FD	E	7/09/2025	91.90		012191		
I-031554450	UNIFORM SHORTS - FD	E	7/09/2025	218.94		012191		
I-031554451	UNIFORM PANTS - FD	E	7/09/2025	133.28		012191		
I-031554453	UNIFORM PANTS - FD	E	7/09/2025	69.63		012191		
I-031554458	UNIFORM PANTS - FD	E	7/09/2025	133.99		012191		
I-031562694	BADGES - FD	E	7/09/2025	963.75		012191		
I-031572135	UNIFORMS - FD	E	7/09/2025	25.12		012191		
I-031609859	UNIFORMS - FD	E	7/09/2025	37.15		012191		
I-031622985	UNIFORMS - FD	E	7/09/2025	147.81		012191		
I-031622986	UNIFORMS - FD	E	7/09/2025	37.15		012191		
I-031622993	UNIFORMS - FD	E	7/09/2025	144.30		012191		
I-031622994	UNIFORMS - FD	E	7/09/2025	144.50		012191		
I-031622995	UNIFORMS - FD	E	7/09/2025	144.50		012191		
I-031622996	UNIFORMS - FD	E	7/09/2025	71.52		012191		6,672.13
			*** VENDOR TOTALS ***			1 CHECKS		6,672.13
012038	GANNETT MEDIA CORP							
I-7134594	05/2025 LEGAL PUBLICATIONS	R	7/07/2025	3,730.60		252391		3,730.60
			*** VENDOR TOTALS ***			1 CHECKS		3,730.60
012432	QUINN GEIGER							
I-6/26/2025	BOOT REIMBURSEMENT	E	7/09/2025	90.09		012226		90.09
			*** VENDOR TOTALS ***			1 CHECKS		90.09
009552	GENESIS HOMES INC							
I-RES #2021-414	GROVE LNDG P3-SIDEWALK OVSZG	R	7/07/2025	976.50		252392		976.50
			*** VENDOR TOTALS ***			1 CHECKS		976.50
012384	OWEN JOHNATHAN GEORGE							
I-06/2025 TENNIS	06/2025 TENNIS	E	7/09/2025	252.00		012219		252.00
			*** VENDOR TOTALS ***			1 CHECKS		252.00
011595	NATHAN GOBELL							
I-6/12/2025	WORK SHOE REIMBURSEMENT	E	7/09/2025	140.00		012209		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
012428	BRET BAUER							
I-109	CITY MANAGER RECRUITMENT	R	7/07/2025	12,500.00		252393		12,500.00
			*** VENDOR TOTALS ***			1 CHECKS		12,500.00
000227	GRAINGER							
C-9545526031	CR: TANK COVER	E	7/09/2025	55.78CR		012116		
I-9530372276	RADIAL BALL - MU	E	7/09/2025	124.18		012116		
I-9535911391	CABLE GRIP - MU	E	7/09/2025	482.46		012116		
I-9536934079	HYDRANT KEY - PKS	E	7/09/2025	28.30		012116		
I-9537235872	BINS - FD	E	7/09/2025	35.50		012116		
I-9540257319	SOAP -PRSC	E	7/09/2025	492.84		012116		
I-9546215923	TOILET AUGER - PKS	E	7/09/2025	77.22		012116		
I-9552456635	SOAP DISP - PKS	E	7/09/2025	132.10		012116		1,316.82
			*** VENDOR TOTALS ***			1 CHECKS		1,316.82
006348	GRAZIANO BROTHERS INC							
I-261876	MISC BOOKS - KL	E	7/09/2025	278.04		012156		278.04
			*** VENDOR TOTALS ***			1 CHECKS		278.04
004543	GREATER DES MOINES CONVENTION							
I-24371	JUNE 2025 HOTEL/MOTEL	E	7/09/2025	56,885.25		012148		56,885.25
			*** VENDOR TOTALS ***			1 CHECKS		56,885.25
012375	CLAUDIA GUAN							
I-06/2025 TENNIS	06/2025 TENNIS	E	7/09/2025	864.00		012217		864.00
			*** VENDOR TOTALS ***			1 CHECKS		864.00
012107	ALLIKA GUSTAFSON							
I-06/02/25-06/23/25	YOUTH TENNIS CLINICS	E	7/09/2025	1,780.00		012212		1,780.00
			*** VENDOR TOTALS ***			1 CHECKS		1,780.00
012111	JORDYN GUSTAFSON							
I-06/2025 TENNIS	YOUTH TENNIS CLINICS	E	7/09/2025	1,309.00		012213		1,309.00
			*** VENDOR TOTALS ***			1 CHECKS		1,309.00
012421	ASHLEY HAAG							
I-06/20/2025 CRAFT	06/20/2025 CRAFTING P&R	R	7/07/2025	246.40		252394		246.40
			*** VENDOR TOTALS ***			1 CHECKS		246.40
005993	HANDLEY LAW FIRM							
I-06/20/2025	APRIL 2025 SERVICES - PD	E	7/09/2025	14,720.00		012155		14,720.00
			*** VENDOR TOTALS ***			1 CHECKS		14,720.00

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000235	HANIFEN CO INC							
I-254796	UNIT #925 REPAIR	R	7/07/2025	560.00		252395		560.00
	*** VENDOR TOTALS ***					1 CHECKS		560.00
006770	JULIE HAYES							
I-6/18/2025	STORMWATER BMP REIMBURSEMENT	R	7/07/2025	772.69		252396		772.69
	*** VENDOR TOTALS ***					1 CHECKS		772.69
003452	HDR ENGINEERING INC							
I-1200727543 #30	PAY 30-NW IRV ELVTD STRG TNK	R	7/07/2025	14,403.34		252397		14,403.34
	*** VENDOR TOTALS ***					1 CHECKS		14,403.34
004853	HOLT TIRE SERVICE INC							
I-249338	KEN HOLE - OC	E	7/09/2025	122.20		012151		122.20
	*** VENDOR TOTALS ***					1 CHECKS		122.20
012423	MARTIN HOOD							
I-06/24/2025	PATIENT REFUND - FD	R	7/07/2025	100.00		252398		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
008247	HORWATH LAUNDRY MACHINERY COMP							
I-I94233	EXTRACTOR REPAIR	R	7/07/2025	2,650.48		252399		2,650.48
	*** VENDOR TOTALS ***					1 CHECKS		2,650.48
003098	HOTSY CLEANING SYSTEMS IN							
I-PSI-317163	FLEETWASH - PRSC	E	7/09/2025	90.00		012143		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
009586	HOVICK FAMILY FARM PETTING ZOO							
I-2527	6/5/25 PETTING ZOO BEATS&EATS	R	7/07/2025	935.00		252400		935.00
	*** VENDOR TOTALS ***					1 CHECKS		935.00
004196	HYDRAQUIP							
I-77465	HOSE/ENDS - OCM	R	7/07/2025	91.31		252401		91.31
	*** VENDOR TOTALS ***					1 CHECKS		91.31
000959	PAUL HUBBARD							
I-05/06/25-06/11/25	5/6-6/11/25 PARKOUR/LTS/FNCNG	E	7/09/2025	769.60		012198		769.60
	*** VENDOR TOTALS ***					1 CHECKS		769.60
012293	HUISMAN AUTOMOTIVE AND EQUIPME							
I-5001	#742 SERVICE	E	7/09/2025	2,371.84		012196		2,371.84
	*** VENDOR TOTALS ***					1 CHECKS		2,371.84

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008906	IMAGE TREND INC							
I-PS-INV111486	OCTOBER 2024 BILLING BRIDGE	E	7/09/2025	1,168.85		012166		1,168.85
	*** VENDOR TOTALS ***					1 CHECKS		1,168.85
009565	INFOSEND INCORPORATED							
I-289365	06/2025 MAIL SERVICES	R	7/07/2025	12,641.78		252402		12,641.78
	*** VENDOR TOTALS ***					1 CHECKS		12,641.78
012246	INGRAM LIBRARY SERVICES LLC							
I-88158889	MISC BOOKS -KL	E	7/09/2025	75.37		012195		
I-88181689	MISC BOOKS - KL	E	7/09/2025	131.44		012195		
I-88181690	MISC BOOKS - KL	E	7/09/2025	38.32		012195		
I-88181691	MISC BOOKS - KL	E	7/09/2025	87.23		012195		
I-88207901	MISC BOOKS - KL	E	7/09/2025	1,316.58		012195		
I-88234537	MISC BOOKS - KL	E	7/09/2025	53.25		012195		
I-88240079	MISC BOOKS - KL	E	7/09/2025	180.35		012195		
I-88261223	MISC BOOKS - KL	E	7/09/2025	51.93		012195		
I-88364932	MISC BOOKS - KL	E	7/09/2025	1,496.06		012195		
I-88389130	MISC BOOKS - KL	E	7/09/2025	107.86		012195		
I-88389131	MISC BOOKS - KL	E	7/09/2025	167.55		012195		
I-88412034	MISC BOOKS - KL	E	7/09/2025	89.97		012195		
I-88420740	MISC BOOKS - KL	E	7/09/2025	354.56		012195		
I-88473781	MISC BOOKS - KL	E	7/09/2025	1,458.30		012195		
I-88473782	MISC BOOKS - KL	E	7/09/2025	353.27		012195		
I-88498378	MISC BOOKS - KL	E	7/09/2025	92.03		012195		
I-88503621	MISC BOOKS - KL	E	7/09/2025	280.58		012195		
I-88540282	MISC BOOKS - KL	E	7/09/2025	164.87		012195		
I-88564042	MISC BOOKS - KL	E	7/09/2025	1,238.76		012195		
I-88591064	MISC BOOKS - KL	E	7/09/2025	81.26		012195		
I-88598460	MISC BOOKS - KL	E	7/09/2025	328.68		012195		
I-88613857	MISC BOOKS - KL	E	7/09/2025	74.56		012195		
I-88638235	MISC BOOKS - KL	E	7/09/2025	131.48		012195		
I-88659815	MISC BOOKS - KL	E	7/09/2025	92.73		012195		
I-88716022	MISC BOOKS - KL	E	7/09/2025	95.74		012195		
I-88748029	MISC BOOKS - KL	E	7/09/2025	330.58		012195		
I-88850634	MISC BOOKS - KL	E	7/09/2025	171.82		012195		
I-88856329	MISC BOOKS - KL	E	7/09/2025	268.93		012195		
I-88873891	MISC BOOKS -KL	E	7/09/2025	83.39		012195		
I-88873892	MISC BOOKS - KL	E	7/09/2025	104.89		012195		9,502.34
	*** VENDOR TOTALS ***					1 CHECKS		9,502.34
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-5451003	ALCOHOL FOR RESALE - HAWKEYE	R	7/07/2025	252.32		252403		
I-W-5451331	ALCOHOL FOR RESALE - OC	R	7/07/2025	496.20		252403		
I-W-5457826	ALCOHOL FOR RESALE-OC	R	7/07/2025	626.80		252403		
I-W-5464326	ALCOHOL FOR RESALE	R	7/07/2025	1,181.00		252403		2,556.32
	*** VENDOR TOTALS ***					1 CHECKS		2,556.32

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005403	IOWA COMMUNITIES ASSURANCE POO							
I-R0408PC2025-1 FY26	7/16/25-7/15/26 GEN INS RNWL	R	7/07/2025	815,945.00		252404		815,945.00
	*** VENDOR TOTALS ***					1 CHECKS		815,945.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0027583	PLASTIC TRASH BAGS - PKS	R	7/07/2025	226.48		252405		226.48
	*** VENDOR TOTALS ***					1 CHECKS		226.48
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV96751	FY24 411 MED DED MAY	R	7/07/2025	10,882.98		252406		
I-INV96752	FY25 411 MED DED MAY	R	7/07/2025	535.25		252406		
I-INV96753	FY25 MED DED MAY	R	7/07/2025	11,306.72		252406		22,724.95
	*** VENDOR TOTALS ***					1 CHECKS		22,724.95
000272	IOWA PRISON INDUSTRIES							
I-302145	SIGNS - PKS	R	7/07/2025	125.30		252407		
I-390145	UNIFORM PANTS - PD	R	7/07/2025	77.98		252407		
I-390146	UNIFORM PANTS - PD	R	7/07/2025	77.98		252407		281.26
	*** VENDOR TOTALS ***					1 CHECKS		281.26
000644	IOWA SIGNAL INC							
I-6512	RRFB FOUNDATIONS	R	7/07/2025	8,002.00		252408		8,002.00
	*** VENDOR TOTALS ***					1 CHECKS		8,002.00
009136	IOWA STORMWATER EDUCATION							
I-1532	MEMBERSHIP FEE	E	7/09/2025	10,270.00		012167		10,270.00
	*** VENDOR TOTALS ***					1 CHECKS		10,270.00
009276	J & M GOLF INC							
I-0729031-IN	STOCK MERCH FOR RESALE-OC	R	7/07/2025	100.24		252409		
I-0729519-IN	STOCK MERCH FOR RESALE - OC	R	7/07/2025	185.82		252409		
I-0730505-IN	STOCK MERCH FOR RESALE - OC	R	7/07/2025	110.46		252409		396.52
	*** VENDOR TOTALS ***					1 CHECKS		396.52
007827	JEO CONSULTING GROUP INC							
I-161364 #3	PAY 3-ANK N 4MILE CRK SAN SWR	E	7/09/2025	3,750.00		012160		
I-162008 #23	PAY 23-SE 3RD ST IMP PHASE2	E	7/09/2025	5,413.50		012160		
I-162228 #4	PAY 4-ANK N4MILE CRK SAN SWR	E	7/09/2025	7,484.00		012160		16,647.50
	*** VENDOR TOTALS ***					1 CHECKS		16,647.50
010070	JERRY'S HOMES INC.							
I-RES #2023-412	CENT RDG P3-SIDEWALK OVRSZG	R	7/07/2025	1,554.00		252410		1,554.00
	*** VENDOR TOTALS ***					1 CHECKS		1,554.00

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009226	CHAD JOCHEMS							
I-6/25/2025	BOOT REIMBURSEMENT	E	7/09/2025	125.51		012168		125.51
	*** VENDOR TOTALS ***					1 CHECKS		125.51
006326	JOHNSON BROTHERS OF IOWA							
I-2181921	ALCOHOL FOR RESALE -OC	R	7/07/2025	253.50		252411		
I-2183742	ALCOHOL FOR RESALE - OC	R	7/07/2025	507.00		252411		
I-2185230	ALCOHOL FOR RESALW - OC	R	7/07/2025	996.60		252411		
I-2185231	BEVERAGES FOR RESALE - OC	R	7/07/2025	43.45		252411		
I-2188486	ALCOHOL FOR RESALE-OC	R	7/07/2025	1,915.50		252411		
I-2188487	ALCOHOL FOR RESALE-OC	R	7/07/2025	86.90		252411		3,802.95
	*** VENDOR TOTALS ***					1 CHECKS		3,802.95
011579	BRANDT JOHNSON							
I-6/23/2025	6/20/25 MILEAGE REIMBURSEMENT	E	7/09/2025	9.80		012208		9.80
	*** VENDOR TOTALS ***					1 CHECKS		9.80
011539	JP PARTY RENTALS LLC							
I-40094407	6/12/25 MINI GOLF-BEATS&EATS	R	7/07/2025	690.00		252412		690.00
	*** VENDOR TOTALS ***					1 CHECKS		690.00
012000	KEY COOPERATIVE							
I-8696078	6/05/25 SUPER UNLEAD-PRSC	E	7/09/2025	217.83		012192		
I-8699170	6/09/25 DSL/SUP UNL	E	7/09/2025	18,402.78		012192		
I-8706969	6/16/25 DIESEL DYED - PRSC	E	7/09/2025	654.41		012192		
I-8706970	6/16/25 SUPER UNLEADED-PRSC	E	7/09/2025	297.62		012192		
I-8706971	06/16/25 UNLEADED -OCM	E	7/09/2025	313.58		012192		
I-8706972	6/16/25 RFM DYED -OCM	E	7/09/2025	1,066.60		012192		20,952.82
	*** VENDOR TOTALS ***					1 CHECKS		20,952.82
000581	MIDWEST MOTOR SUPPLY CO INC							
I-103499471	SHOP SUPPLIES - CG	E	7/09/2025	69.86		012126		69.86
	*** VENDOR TOTALS ***					1 CHECKS		69.86
005733	KLINE ELECTRIC							
I-PAY7FINAL-CORPWDS	PAY 7-FINAL CORP WDS/CRSWND SG	R	7/07/2025	4,440.53		252413		4,440.53
005733	KLINE ELECTRIC							
I-RTNG-CORPWDS	RTNG-CORP WDS/CRSWNDS SGNL	R	7/07/2025	10,735.89		252414		10,735.89
	*** VENDOR TOTALS ***					2 CHECKS		15,176.42
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-10027	NUISANCE MOWING SVCS	E	7/09/2025	90.00		012206		
I-10031	NUISANCE MOWING SVCS	E	7/09/2025	90.00		012206		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00

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009377	LEXIPOL LLC							
I-INVLEX11254214	LEXIPOL RENEWAL FY26	R	7/07/2025	22,333.31		252415		22,333.31
	*** VENDOR TOTALS ***					1 CHECKS		22,333.31
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-1300056869	11/2024 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300065592	12/2024 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300076037	01/2025 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300096592	02/2025 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300111774	03/2025 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300124692	04/2025 SUBSCRIPTION	E	7/09/2025	530.45		012183		
I-1300130992	05/2025 SUBSCRIPTION	E	7/09/2025	530.45		012183		3,713.15
	*** VENDOR TOTALS ***					1 CHECKS		3,713.15
009465	LIBERTY HOLDINGS INC							
I-250324	5/30/2025 SUDAS C-SUD	R	7/07/2025	1,237.50		252416		
I-250582	6/04/25 SUDAS C-SUD	R	7/07/2025	2,392.50		252416		
I-250658	6/05/25 SUDAS C-SUD	R	7/07/2025	2,475.00		252416		6,105.00
	*** VENDOR TOTALS ***					1 CHECKS		6,105.00
000285	LUBE-TECH & PARTNERS LLC							
I-3808530	BULK OIL - CG	E	7/09/2025	2,828.82		012118		2,828.82
	*** VENDOR TOTALS ***					1 CHECKS		2,828.82
000470	LUMEN							
I-740510147	JUNE 2025 STATEMENT	E	7/09/2025	621.19		012123		621.19
	*** VENDOR TOTALS ***					1 CHECKS		621.19
012315	QUINTON LUNT							
I-06/25/2025MILEAGE	6/25/25 MILEAGE	E	7/09/2025	1.12		012215		
I-6/25/2025	6/4-6/25/25 MILEAGE	E	7/09/2025	11.62		012215		12.74
	*** VENDOR TOTALS ***					1 CHECKS		12.74
009473	MACQUEEN EQUIPMENT, LLC							
I-043859PP	HELMETS	E	7/09/2025	2,340.00		012172		
I-P50553	BOOTS - FD	E	7/09/2025	583.80		012172		2,923.80
	*** VENDOR TOTALS ***					1 CHECKS		2,923.80
010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-2868	6/1/25-8/31/25 MONTHLY MAINT	R	7/07/2025	237.00		252417		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
002207	MANATTS INC							
I-5167578	5/27/25 SUD 20ASH 3AGG	E	7/09/2025	1,192.50		012137		
I-5167926	5/29/25 SUD 20ASH 3AGG	E	7/09/2025	2,385.00		012137		
I-5168593	6/04/25 C-4WR-C20	E	7/09/2025	531.00		012137		
I-5168815	6/05/25 C4WR C20 CL3	E	7/09/2025	736.50		012137		
I-5169078	6/09/25 SUD 20ASH 3AGG	E	7/09/2025	936.00		012137		

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I-5169312	6/10/25 SUD 20ASH 3AGG	E	7/09/2025	810.00		012137		
I-5169477	6/11/25 C-4WR-C20	E	7/09/2025	877.00		012137		7,468.00
*** VENDOR TOTALS ***						1 CHECKS		7,468.00
008131	MARTIN BROTHERS DISTRIBUTING C							
C-2127519	CR: FOOD FOR RESALE - CFAC	E	7/09/2025	45.51CR		012163		
I-2098190	POOL CONCESSIONS	E	7/09/2025	3,499.89		012163		
I-2107757	FOOD FOR RESALE - PRAC	E	7/09/2025	863.59		012163		
I-2114096	FOOD FOR RESALE -PRAC	E	7/09/2025	880.67		012163		
I-2123925	FOOD FOR RESALE - PRAC	E	7/09/2025	589.90		012163		5,788.54
*** VENDOR TOTALS ***						1 CHECKS		5,788.54
001799	MARTIN MARIETTA MATERIALS, INC							
I-46000597	6/04/25 1" CLEAN	R	7/07/2025	727.70		252418		
I-46000598	GABION -PKS	R	7/07/2025	249.84		252418		
I-46003048	6/04/25 1" CLEAN	R	7/07/2025	1,452.17		252418		2,429.71
*** VENDOR TOTALS ***						1 CHECKS		2,429.71
009346	MARY'S CLEANING CARE INC							
I-35313	06/2025 CLEANINGS - LAKESIDE	R	7/07/2025	1,102.50		252419		
I-35314	06/2025 CLEANINGS - OEC	R	7/07/2025	598.50		252419		
I-35338	06/2025 CLEANINGS - CH	R	7/07/2025	887.00		252419		
I-35339	06/2025 CLEANINGS - FS#1	R	7/07/2025	410.00		252419		
I-35340	KL - 06/2025 CLEANINGS	R	7/07/2025	8,394.00		252419		
I-35341	06/2025 CLEANINGS - PSB	R	7/07/2025	1,273.00		252419		
I-35342	06/2025 CLEANINGS - PD	R	7/07/2025	3,091.00		252419		
I-35344	06/2025 CLEANINGS - MAINT FAC	R	7/07/2025	187.25		252419		15,943.25
*** VENDOR TOTALS ***						1 CHECKS		15,943.25
001540	MAXI-SWEEP INC							
I-77 #2	VACUUM HEAD BALANCE- AC	R	7/07/2025	24.00		252420		24.00
*** VENDOR TOTALS ***						1 CHECKS		24.00
002183	MCCLURE ENGINEERING CO							
I-159786 #15	PAY 15-SW DSM ST UTLTY IMP	R	7/07/2025	24,377.30		252421		24,377.30
*** VENDOR TOTALS ***						1 CHECKS		24,377.30
012414	WYATT MCCLURE							
I-6/10/2025	BOOT REIMBURSEMENT	E	7/09/2025	140.00		012222		140.00
*** VENDOR TOTALS ***						1 CHECKS		140.00
012270	KEVIN MCCOLLEY							
I-06/2025 SUMR ART	06/2025 SUMMER ART	R	7/07/2025	3,864.00		252422		3,864.00
*** VENDOR TOTALS ***						1 CHECKS		3,864.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
010439	JOSEPH MCCURDY							
	I-05/2025 DUMBELLS	05/2025 DUMBELLS	E	7/09/2025	216.00	012205		
	I-5/26/2025	SHOE REIMBURSEMENT	E	7/09/2025	140.00	012205		356.00
				*** VENDOR TOTALS ***		1 CHECKS		356.00
012415	MARY MCGUIRE-REIT							
	I-25-E113234	PATIENT REFUND - FD	R	7/07/2025	1,061.20	252423		1,061.20
				*** VENDOR TOTALS ***		1 CHECKS		1,061.20
001671	MCC IOWA LLC							
	I-7/1/25-7/31/25	7/1-7/31/25 DEDICATED INT	R	7/07/2025	750.00	252424		750.00
				*** VENDOR TOTALS ***		1 CHECKS		750.00
004747	MENARDS							
	I-18574	LUMBER - TRAFFIC	R	7/07/2025	150.42	252425		
	I-18924	ROUND UP/SCOUR PADS - MU	R	7/07/2025	84.87	252425		
	I-19057	BLADE/GRINDER/PAINT - TRAFFIC	R	7/07/2025	318.62	252425		
	I-19101 06/10/25	VALVES/NIPPLES-CFAC	R	7/07/2025	27.45	252425		
	I-19142	HOLE SAW/DRILL/TAP/PAINT-TRFC	R	7/07/2025	255.71	252425		
	I-19144	MISC SUPPLIES - ACC	R	7/07/2025	254.77	252425		
	I-19206 06/12/25	PARK TABLE HARDWARE-PKS	R	7/07/2025	107.79	252425		
	I-19234	LUMBER - STREETS	R	7/07/2025	4.65	252425		
	I-19249	TUBING - MU	R	7/07/2025	36.21	252425		
	I-19252	STAIN/WAX/CLOTH/FILLER/BRSH-FD	R	7/07/2025	40.76	252425		
	I-19377	WATER SUPPLIES - MU	R	7/07/2025	4.94	252425		
	I-19421	BUILDING SUPPLIES/GLOVES - MU	R	7/07/2025	605.99	252425		
	I-19423	OSB - STORMWATER	R	7/07/2025	33.46	252425		
	I-19471	ICE MACHINE PARTS -PRAC	R	7/07/2025	65.94	252425		
	I-19477	WIPES - ENGINEERING	R	7/07/2025	9.14	252425		
	I-19536	GLOVES/HOLE SAW - TRAFFIC	R	7/07/2025	42.97	252425		
	I-19573	SAW/WASHER/FILE - TRAFFIC	R	7/07/2025	23.07	252425		
	I-19631	TOWELS- PKS	R	7/07/2025	7.99	252425		
	I-19700	LUMBER - STREETS	R	7/07/2025	159.84	252425		
	I-19715	LEVEL/BITS/RATCHET - TRAFFIC	R	7/07/2025	51.90	252425		
	I-19748	HANDLE - STREETS	R	7/07/2025	19.47	252425		
	I-19751	RAGS/TIES/TP/AIR FRSHNR-PRSC	R	7/07/2025	169.40	252425		
	I-19812	GORILLA ULT CONST-OCM	R	7/07/2025	11.98	252425		
	I-19816	PRIMER/POLE/FRAME - FD	R	7/07/2025	166.63	252425		
	I-19821	ADPTR/CLNR/DRILL BITS-MU	R	7/07/2025	34.84	252425		
	I-19849	SCRAPER/PLIERS/LUMBER - MU	R	7/07/2025	96.44	252425		2,785.25
				*** VENDOR TOTALS ***		1 CHECKS		2,785.25
012416	MATTHEW TYLER MENEDAY							
	I-6/04/2025	SHOE REIMBURSEMENT	E	7/09/2025	140.00	012223		140.00
				*** VENDOR TOTALS ***		1 CHECKS		140.00

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009056	MESTON BROTHERS IRRIGATION, LL							
I-73284948	VALVE REPLACEMENTS-PRSC	R	7/07/2025	410.00		252426		410.00
	*** VENDOR TOTALS ***					1 CHECKS		410.00
001931	METRO WASTE AUTHORITY							
I-32405107	06/2025 COMMERCIAL	E	7/09/2025	577.20		012135		
I-32405266	06/2025 COMMERCIAL	E	7/09/2025	747.60		012135		
I-70029993	06/2025 MONTHLY CURB IT FEES	E	7/09/2025	110,744.40		012135		112,069.20
	*** VENDOR TOTALS ***					1 CHECKS		112,069.20
009647	GADIMINA ENTERPRISES							
I-6209	PRE-EMP DRUG TESTING	R	7/07/2025	960.00		252427		960.00
	*** VENDOR TOTALS ***					1 CHECKS		960.00
000271	MIDAMERICAN ENERGY COMPANY							
I-FY26 #1 1695158009	6/16/2025 STATEMENT	E	7/09/2025	130,085.44		012117		130,085.44
	*** VENDOR TOTALS ***					1 CHECKS		130,085.44
008616	MIDAMERICAN ENERGY COMPANY							
I-3379178, 4097885	STREETLIGHTS	R	7/07/2025	156,085.89		252428		156,085.89
	*** VENDOR TOTALS ***					1 CHECKS		156,085.89
002765	MIDWEST BREATHING AIR LLC							
I-11941	QUARTERLY AIR TESTS - FD	E	7/09/2025	617.65		012141		617.65
	*** VENDOR TOTALS ***					1 CHECKS		617.65
1	ALFT, KEVIN							
I-000202507022278	US REFUND	R	7/07/2025	100.00		252253		100.00
1	ANGEROTH FRANKS, ERI							
I-000202507022233	US REFUND	R	7/07/2025	58.66		252254		58.66
1	ARENDS, AMY							
I-000202507022285	US REFUND	R	7/07/2025	100.00		252255		100.00
1	BELMONT, CAMERON							
I-000202507022290	US REFUND	R	7/07/2025	100.00		252256		100.00
1	BENNETT, MARK							
I-000202507022234	US REFUND	R	7/07/2025	33.22		252257		33.22
1	BERA, MICHAEL A							
I-000202507022279	US REFUND	R	7/07/2025	64.66		252258		64.66

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			DATE			NO	STATUS	AMOUNT
1	BERLIN, CALVIN							
I-000202507022268	US REFUND	R	7/07/2025	91.52		252259		91.52
1	BERSCHMAN, NIKKI							
I-000202507022237	US REFUND	R	7/07/2025	46.43		252260		46.43
1	BOLES, ASHTON							
I-000202507022282	US REFUND	R	7/07/2025	25.60		252261		25.60
1	BROOKS, JOSHUA T							
I-000202507022273	US REFUND	R	7/07/2025	61.83		252262		61.83
1	BROWN, JUSTICE							
I-000202507022226	US REFUND	R	7/07/2025	100.00		252263		100.00
1	BUCKLER, MOLLY							
I-000202507022255	US REFUND	R	7/07/2025	98.81		252264		98.81
1	CABBAGE, RACHEL H							
I-000202507022231	US REFUND	R	7/07/2025	39.52		252265		39.52
1	CAHOY, TYLER & LEESH							
I-000202507022272	US REFUND	R	7/07/2025	70.32		252266		70.32
1	CANGAS, JAYLEN							
I-000202507022284	US REFUND	R	7/07/2025	100.00		252267		100.00
1	CASTELLI, MONIQUE A							
I-000202507022264	US REFUND	R	7/07/2025	92.19		252268		92.19
1	CLARKE ENVIRONMENTAL							
I-000202507022257	US REFUND	R	7/07/2025	99.69		252269		99.69
1	CLUTTER, KAITLYN							
I-000202507022275	US REFUND	R	7/07/2025	7.42		252270		7.42
1	COLLINS, KALA							
I-000202507022228	US REFUND	R	7/07/2025	58.66		252271		58.66
1	DIALLO, AMADOU							
I-000202507022252	US REFUND	R	7/07/2025	29.49		252272		29.49
1	DOSS, MICHELLE							
I-000202507022232	US REFUND	R	7/07/2025	34.63		252273		34.63

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1	DRAWBOND, ALEX T							
I-000202507022259	US REFUND	R	7/07/2025	93.85		252274		93.85
1	DUBOIS, PATRICE							
I-000202507022240	US REFUND	R	7/07/2025	96.74		252275		96.74
1	EWINGS, TIFFANY							
I-000202507022270	US REFUND	R	7/07/2025	48.77		252276		48.77
1	EWOLDT, CHRISTIAN							
I-000202507022230	US REFUND	R	7/07/2025	57.25		252277		57.25
1	FINDLEY, CHRISTINE M							
I-000202507022260	US REFUND	R	7/07/2025	45.01		252278		45.01
1	FRANK, CAMERON							
I-000202507022250	US REFUND	R	7/07/2025	42.80		252279		42.80
1	GUERRERO, TAMARA L							
I-000202507022283	US REFUND	R	7/07/2025	86.36		252280		86.36
1	HANCE, JESSICA							
I-000202507022286	US REFUND	R	7/07/2025	96.30		252281		96.30
1	HARLESS, PEYTON							
I-000202507022243	US REFUND	R	7/07/2025	24.03		252282		24.03
1	HARMON, MATT							
I-000202507022263	US REFUND	R	7/07/2025	99.62		252283		99.62
1	HARRIS, CHRIS							
I-000202507022291	US REFUND	R	7/07/2025	98.09		252284		98.09
1	HARRIS, MICHAEL							
I-000202507022239	US REFUND	R	7/07/2025	58.66		252285		58.66
1	HATFIELD, DAWN L							
I-000202507022241	US REFUND	R	7/07/2025	81.94		252286		81.94
1	HEMPY, BRANNON							
I-000202507022238	US REFUND	R	7/07/2025	99.41		252287		99.41
1	HOERIG, TRAVIS							
I-000202507022262	US REFUND	R	7/07/2025	62.54		252288		62.54

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1	HUEDEPOHL, COLE P							
I-000202507022292	US REFUND	R	7/07/2025	99.85		252289		99.85
1	JACKSON, RACHEL							
I-000202507022256	US REFUND	R	7/07/2025	33.22		252290		33.22
1	JAEGER, MICHAELA A							
I-000202507022288	US REFUND	R	7/07/2025	92.34		252291		92.34
1	JONES, MORGAN E							
I-000202507022246	US REFUND	R	7/07/2025	83.04		252292		83.04
1	KANCHERLA, YOCHANA							
I-000202507022269	US REFUND	R	7/07/2025	17.67		252293		17.67
1	KEOPHANYA, PHOXAY							
I-000202507022249	US REFUND	R	7/07/2025	50.18		252294		50.18
1	KEPLER, TRACE D							
I-000202507022266	US REFUND	R	7/07/2025	57.25		252295		57.25
1	LAIRD, BROOKLYN							
I-000202507022276	US REFUND	R	7/07/2025	58.66		252296		58.66
1	MARTIN, MARY							
I-000202507022236	US REFUND	R	7/07/2025	52.59		252297		52.59
1	MCCONNELL, CAITLIN							
I-000202507022261	US REFUND	R	7/07/2025	99.59		252298		99.59
1	MICKELSON, MARK							
I-000202507022251	US REFUND	R	7/07/2025	53.07		252299		53.07
1	MILLER, BROCK							
I-000202507022244	US REFUND	R	7/07/2025	30.39		252300		30.39
1	MOORE, ELEANOR							
I-000202507022242	US REFUND	R	7/07/2025	27.24		252301		27.24
1	PARRISH, KATHLEEN							
I-000202507022281	US REFUND	R	7/07/2025	97.07		252302		97.07
1	PEDERSEN, KAE L R							
I-000202507022229	US REFUND	R	7/07/2025	43.11		252303		43.11

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			DATE			NO	STATUS	AMOUNT
1	PRENTICE, JOSHUA							
	I-000202507022287 US REFUND	R	7/07/2025	99.98		252304		99.98
1	REZNICEK, DAVID							
	I-000202507022271 US REFUND	R	7/07/2025	13.43		252305		13.43
1	SEAWRIGHT, LACEY							
	I-000202507022248 US REFUND	R	7/07/2025	58.66		252306		58.66
1	SHANNON, PATRICK							
	I-000202507022277 US REFUND	R	7/07/2025	101.49		252307		101.49
1	SMAJLOVIC, KENAN							
	I-000202507022265 US REFUND	R	7/07/2025	98.46		252308		98.46
1	SMITH, KAITLYN K							
	I-000202507022245 US REFUND	R	7/07/2025	57.57		252309		57.57
1	THE STYLE BAR BOUTIQ							
	I-000202507022280 US REFUND	R	7/07/2025	99.96		252310		99.96
1	THOMPSON, CLAIRISSA							
	I-000202507022235 US REFUND	R	7/07/2025	56.82		252311		56.82
1	THOMPSON, TANNA							
	I-000202507022267 US REFUND	R	7/07/2025	98.59		252312		98.59
1	TURNER, SARAH							
	I-000202507022227 US REFUND	R	7/07/2025	57.25		252313		57.25
1	WEST, CYNTHIA J							
	I-000202507022258 US REFUND	R	7/07/2025	77.39		252314		77.39
1	WIGNALL, BENJAMIN							
	I-000202507022274 US REFUND	R	7/07/2025	91.52		252315		91.52
1	WILES, HANNAH							
	I-000202507022254 US REFUND	R	7/07/2025	99.63		252316		99.63
1	WINTER, ERIN							
	I-000202507022253 US REFUND	R	7/07/2025	100.00		252317		100.00
1	WISEHART, GRIFFIN L							
	I-000202507022247 US REFUND	R	7/07/2025	48.77		252318		48.77

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	WRIGHT, JACOB							
I-000202507022289	US REFUND	R	7/07/2025	97.48		252319		97.48
				*** VENDOR TOTALS ***		67 CHECKS		4,656.29
006447	MSA PROFESSIONAL SERVICES INC							
I-017706 #15	PAY 15-SW WLNT/ORD WTR MN	R	7/07/2025	12,836.11		252429		12,836.11
				*** VENDOR TOTALS ***		1 CHECKS		12,836.11
000350	MUNICIPAL SUPPLY INC							
I-0944258-IN	VALVE	R	7/07/2025	1,860.00		252430		
I-0944541-IN	METERS	R	7/07/2025	3,765.00		252430		
I-0944542-IN	METERS	R	7/07/2025	3,268.00		252430		
I-0944543-IN	METERS	R	7/07/2025	4,997.40		252430		
I-0944544-IN	WATER SUPPLIES - MU	R	7/07/2025	336.38		252430		
I-0945036-IN	WATER SUPPLIES - MU	R	7/07/2025	26.60		252430		
I-0945661-IN	METERS	R	7/07/2025	11,982.00		252430		
I-0945794-IN	METERS	R	7/07/2025	18,908.00		252430		
I-0945861-IN	WATER SUPPLIES - MU	R	7/07/2025	730.76		252430		
I-0946236-IN	WATER SUPPLIES - MU	R	7/07/2025	641.57		252430		46,515.71
				*** VENDOR TOTALS ***		1 CHECKS		46,515.71
009252	LAURA MYERS							
I-25-03	POLYGRAPH EXAM-BRENNEMAN	R	7/07/2025	350.00		252431		350.00
				*** VENDOR TOTALS ***		1 CHECKS		350.00
003057	NAPA AUTO PARTS							
I-762073	EARTH OIL - FD	R	7/07/2025	186.80		252432		
I-762356	UNIT #84 RADIATOR	R	7/07/2025	183.26		252432		
I-762489	SHOP SUPPLIES - CG	R	7/07/2025	125.76		252432		
I-762526	UNIT #220 HOSE CLAMP	R	7/07/2025	6.66		252432		
I-762534	UNIT #71 PADS/ROTORS	R	7/07/2025	176.33		252432		
I-762552	UNIT #71 PADS/ROTORS	R	7/07/2025	212.52		252432		
I-762722	HOSE CLAMPS - MU	R	7/07/2025	8.80		252432		
I-762734	UNIT #654 HYDRAULIC FILTER	R	7/07/2025	88.22		252432		
I-762856	SHOP SUPPLIES - CG	R	7/07/2025	971.11		252432		
I-762857	OIL - CG	R	7/07/2025	13.61		252432		
I-762922	UNIT #921 BLADE FUSE	R	7/07/2025	4.40		252432		
I-762938	UNIT #317 VENT VALVE	R	7/07/2025	46.92		252432		
I-763135	SOCKET - CG	R	7/07/2025	38.41		252432		
I-763443	UNIT #622 PARTS	R	7/07/2025	315.70		252432		
I-763561	UNIT #84 PADS/ROTORS	R	7/07/2025	157.65		252432		
I-763576	UNIT #84 ROTORS	R	7/07/2025	117.92		252432		
I-763582	UNIT #84 PADS	R	7/07/2025	39.73		252432		
I-763965	UNITS 824/867 OIL FILTERS	R	7/07/2025	5.27		252432		2,699.07
				*** VENDOR TOTALS ***		1 CHECKS		2,699.07

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012424	NICHOLAS A. NELSON							
I-6/25/2025	BOOT REIMBURSEMENT	R	7/07/2025	100.68		252433		100.68
			*** VENDOR TOTALS ***			1 CHECKS		100.68
008409	GOVERNMENTJOBS.COM INC							
I-INV-138419	8/14/25-8/13/26 RENEWAL	R	7/07/2025	1,997.02		252434		1,997.02
			*** VENDOR TOTALS ***			1 CHECKS		1,997.02
011949	GROWMARK, INC.							
I-41004075	DIESEL EXHAUST FLUID - CG	R	7/07/2025	567.30		252435		567.30
			*** VENDOR TOTALS ***			1 CHECKS		567.30
011751	CHARLES L HARRIS							
I-07/10/2025B&E	7/10/25 BEATS AND EATS	R	7/07/2025	1,500.00		252436		1,500.00
			*** VENDOR TOTALS ***			1 CHECKS		1,500.00
012425	HUYEN NGUYEN							
I-24-E1249035	PATIENT REFUND - FD	R	7/07/2025	112.58		252437		112.58
			*** VENDOR TOTALS ***			1 CHECKS		112.58
009901	NICHE ACADEMY LLC							
I-11553	FY26 NICHE SUB RNWL -KL	R	7/07/2025	2,940.00		252438		2,940.00
			*** VENDOR TOTALS ***			1 CHECKS		2,940.00
000837	O'REILLY AUTOMOTIVE INC							
I-0295-468649	UNIT #910 PARTS	E	7/09/2025	135.32		012128		
I-0295-468657	UNIT #910 PARTS	E	7/09/2025	260.11		012128		395.43
			*** VENDOR TOTALS ***			1 CHECKS		395.43
003727	ODP BUSINESS SOLUTIONS, LLC							
I-423614046001	BREAKROOM SUPPLIES - PSB	R	7/07/2025	57.44		252439		
I-423615503001	BREAKROOM SUPPLIES - PSB	R	7/07/2025	64.58		252439		
I-423687283001	BREAKROOM SUPPLIES/PAPER - CH	R	7/07/2025	97.66		252439		
I-423714203001	BREAKROOM SUPPLIES - CH	R	7/07/2025	12.09		252439		
I-423714210001	BREAKROOM SUPPLIES - CH	R	7/07/2025	5.53		252439		
I-426748656001	NOTEBOOK/FOLDER/TAPE - PD	R	7/07/2025	72.47		252439		
I-427882256001	NOTEPADS - OC	R	7/07/2025	7.87		252439		
I-427882514001	BADGE/PAPERS -OC	R	7/07/2025	106.90		252439		
I-429864443001	OFFICE SUPPLIES - CH	R	7/07/2025	74.02		252439		498.56
			*** VENDOR TOTALS ***			1 CHECKS		498.56
012418	AMBER OLSON							
I-06/14/25 RFND	6/14/25 DAMAGE DEP RFND-ACC	R	7/07/2025	250.00		252440		250.00
			*** VENDOR TOTALS ***			1 CHECKS		250.00

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010076	OLSSON, INC							
I-539939 #4	PAY 4-SW ORLBR/IRVND INT IMP	R	7/07/2025	31,582.15		252441		31,582.15
	*** VENDOR TOTALS ***					1 CHECKS		31,582.15
009363	ON-TRACK CONSTRUCTION LLC							
I-RTNG-NTHLWN UTP2	RTNG-NW NTHLWN UTLTY IMP PH2	R	7/07/2025	72,518.38		252442		72,518.38
	*** VENDOR TOTALS ***					1 CHECKS		72,518.38
012431	JASON ORNDORFF							
I-24-6724-PLM	PLUMBING PERMIT REFUND	R	7/07/2025	27.00		252443		27.00
	*** VENDOR TOTALS ***					1 CHECKS		27.00
010122	LG PLAYGROUNDS LLC							
I-4188	SPRINGS/SHIMS- PKS	E	7/09/2025	81.71		012177		81.71
	*** VENDOR TOTALS ***					1 CHECKS		81.71
007878	OVERDRIVE INC							
I-06497CO25187600	MULTIMEDIA - KL	E	7/09/2025	337.98		012161		
I-06497DA25185602	MULTIMEDIA -KL	E	7/09/2025	254.97		012161		592.95
	*** VENDOR TOTALS ***					1 CHECKS		592.95
012389	KATIE OWENS							
I-06/2025 TENNIS	YOUTH TENNIS CLINICS 06/25	E	7/09/2025	1,288.00		012221		1,288.00
	*** VENDOR TOTALS ***					1 CHECKS		1,288.00
004205	P F PETTIBONE & CO							
I-187741	UNIFORM PATCHES - PD	R	7/07/2025	389.30		252444		389.30
	*** VENDOR TOTALS ***					1 CHECKS		389.30
011375	PAR INDUSTRIES LLC							
I-25276-1	PARKING LOT LIGHTS-PRSC	R	7/07/2025	13,630.00		252445		
I-25276-2	ELECTRICAL INSTALLATION-PRSC	R	7/07/2025	264.15		252445		13,894.15
	*** VENDOR TOTALS ***					1 CHECKS		13,894.15
002158	PERFICUT COMPANIES INC							
I-65550	6/7-6/13/25 SOUTH ZONE	R	7/07/2025	11,491.76		252446		
I-66138	6/14-6/20/25 SOUTH ZONE MOW	R	7/07/2025	11,491.76		252446		
I-66893	6/21-6/27/25 SOUTH ZONE MOW	R	7/07/2025	11,310.88		252446		34,294.40
	*** VENDOR TOTALS ***					1 CHECKS		34,294.40
009158	PERFORMANCE FOODSERVICE - THOM							
C-7905418	CR: FOOD FOR RESALE - OC	R	7/07/2025	42.13CR		252447		
I-7901105	FOOD FOR RESALE-OC	R	7/07/2025	2,740.28		252447		
I-7903682	FOOD FOR RESALE	R	7/07/2025	1,948.64		252447		
I-7907092	FOOD FOR RESALE - OC	R	7/07/2025	536.20		252447		
I-7909633	FOOD FOR RESALE - OC	R	7/07/2025	559.17		252447		
I-7913043	FOOD FOR RESALE-OC	R	7/07/2025	1,298.63		252447		
I-7915614	FOOD FOR RESALE -OC	R	7/07/2025	1,139.16		252447		8,179.95
	*** VENDOR TOTALS ***					1 CHECKS		8,179.95

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003741	PETROLEUM MARKETERS							
I-FY2026	08/09/25-08/08/26 PREMIUM RNWL	R	7/07/2025	2,325.00		252448		2,325.00
	*** VENDOR TOTALS ***					1 CHECKS		2,325.00
004611	PETTY CASH							
I-07/2025 SMRFST	SUMMERFEST SB PRIZE MONEY	R	7/07/2025	2,200.00		252449		
I-07/2025SMRFSTPKLBL	07/2025 SMRFST PCKLEBALL PRIZE	R	7/07/2025	900.00		252449		
I-07/25SMRFSTSVB/BGS	07/2025 SMRFST SVB/BAGS PRIZE	R	7/07/2025	660.00		252449		3,760.00
	*** VENDOR TOTALS ***					1 CHECKS		3,760.00
008695	CHRISTINE CARROLL							
I-06/19/25BEATS-FNL	06/19/25 BEATS&EATS FINAL PMT	R	6/23/2025	240.00		252247		240.00
008695	CHRISTINE CARROLL							
I-06/10/2025CLASSES	6/10/25 BALLOON/SCIENCE P&R	R	7/07/2025	178.00		252450		178.00
008695	CHRISTINE CARROLL							
I-07/17/2025BEATSEAT	6/17/25 BEATS AND EATS	R	7/07/2025	480.00		252451		480.00
	*** VENDOR TOTALS ***					3 CHECKS		898.00
000384	PITNEY BOWES INC							
I-1027666720	INK CARTRIDGE - CH	E	7/09/2025	132.79		012119		132.79
	*** VENDOR TOTALS ***					1 CHECKS		132.79
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-181398	6/14 PIZZA PRAC	R	7/07/2025	64.00		252452		
I-181399	6/14 PIZZA CFAC	R	7/07/2025	120.00		252452		
I-181400	06/14 PIZZA PRAC	R	7/07/2025	48.00		252452		
I-181401	6/14 PIZZA CFAC	R	7/07/2025	112.00		252452		
I-181402	6/15 PIZZA CFAC	R	7/07/2025	120.00		252452		
I-181403	6/15 PIZZA PRAC	R	7/07/2025	40.00		252452		
I-181404	6/15 PIZZA CFAC	R	7/07/2025	48.00		252452		
I-181405	6/16 PRAC	R	7/07/2025	48.00		252452		
I-181406	6/16 CFAC	R	7/07/2025	136.00		252452		
I-181407	6/16 PRAC	R	7/07/2025	32.00		252452		
I-181408	6/11 PRAC	R	7/07/2025	32.00		252452		
I-181409	6/11/25 PIZZA HAWKEYE	R	7/07/2025	8.00		252452		
I-181410	6/16 CFAC	R	7/07/2025	120.00		252452		
I-181411	6/16 PRAC	R	7/07/2025	40.00		252452		
I-181412	6/16 CFAC	R	7/07/2025	80.00		252452		
I-181413	6/16 PIZZA HAWKEYE	R	7/07/2025	8.00		252452		
I-181414	6/17 CFAC	R	7/07/2025	88.00		252452		
I-181415	6/17 PRAC	R	7/07/2025	48.00		252452		
I-181416	6/17 CFAC	R	7/07/2025	88.00		252452		
I-181443	6/5 CFAC	R	7/07/2025	112.00		252452		
I-181444	6/5 PRAC	R	7/07/2025	40.00		252452		
I-181445	6/5 PRAC	R	7/07/2025	24.00		252452		
I-181446	6/5 CFAC	R	7/07/2025	72.00		252452		

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I-181447	6/5 HAWKEYE	R	7/07/2025	16.00		252452		
I-181448	6/6 CFAC	R	7/07/2025	112.00		252452		
I-181449	6/6 PRAC	R	7/07/2025	48.00		252452		
I-181450	6/6 CFAC	R	7/07/2025	96.00		252452		
I-181451	6/9 HAWKEYE	R	7/07/2025	8.00		252452		
I-181452	6/07 PRAC	R	7/07/2025	32.00		252452		
I-181454	6/07 PRAC	R	7/07/2025	16.00		252452		
I-181455	6/08 CFAC	R	7/07/2025	56.00		252452		
I-181456	6/8 PRAC	R	7/07/2025	16.00		252452		
I-181457	6/9 PRAC	R	7/07/2025	16.00		252452		
I-181458	6/9/25 HAWKEYE	R	7/07/2025	8.00		252452		
I-181459	6/9 CFAC	R	7/07/2025	56.00		252452		
I-181460	6/9 HAWKEYE	R	7/07/2025	8.00		252452		
I-181461	6/10 PRAC	R	7/07/2025	48.00		252452		
I-181462	6/10 CFAC	R	7/07/2025	136.00		252452		
I-181463	6/10 CFAC	R	7/07/2025	120.00		252452		
I-181464	6/10 PRAC	R	7/07/2025	40.00		252452		
I-181465	6/10 CFAC	R	7/07/2025	104.00		252452		
I-181466	6/10 HAWKEYE	R	7/07/2025	8.00		252452		
I-181467	6/11 PRAC	R	7/07/2025	48.00		252452		
I-181468	6/11 CFAC	R	7/07/2025	160.00		252452		
I-181469	6/11 CFAC	R	7/07/2025	144.00		252452		
I-181470	6/11 PIZZA PRAC	R	7/07/2025	48.00		252452		
I-181472	6/11 CFAC	R	7/07/2025	48.00		252452		
I-181473	6/12 CFAC	R	7/07/2025	136.00		252452		
I-181474	6/12 PRAC	R	7/07/2025	48.00		252452		
I-181475	6/12 CFAC	R	7/07/2025	112.00		252452		
I-181476	6/12 PRAC	R	7/07/2025	48.00		252452		
I-181477	6/12 HAWKEYE	R	7/07/2025	8.00		252452		
I-181478	6/13 PRAC	R	7/07/2025	48.00		252452		
I-181480	6/13 CFAC	R	7/07/2025	160.00		252452		
I-181481	6/13 PRAC	R	7/07/2025	16.00		252452		
I-181482	6/13 CFAC	R	7/07/2025	120.00		252452		
I-181483	6/14 CFAC	R	7/07/2025	144.00		252452		
I-182486	5/29 HAWKEYE	R	7/07/2025	8.00		252452		
I-182487	5/29/25 HAWKEYE	R	7/07/2025	8.00		252452		
I-183200	6/18 CFAC	R	7/07/2025	64.00		252452		
I-183201	6/18 PRAC	R	7/07/2025	40.00		252452		
I-183202	6/19 CFAC	R	7/07/2025	120.00		252452		
I-183203	6/19 PRAC	R	7/07/2025	48.00		252452		
I-183204	6/19 PRAC	R	7/07/2025	32.00		252452		
I-183205	6/19 CFAC	R	7/07/2025	128.00		252452		
I-183206	6/19 CFAC	R	7/07/2025	128.00		252452		
I-183207	6/19 PRAC	R	7/07/2025	48.00		252452		
I-183208	6/19 CFAC	R	7/07/2025	72.00		252452		
I-183210	6/19/25 PIZZA HAWKEYE	R	7/07/2025	8.00		252452		
I-183211	6/10 CFAC	R	7/07/2025	120.00		252452		
I-183212	6/20 PRAC	R	7/07/2025	40.00		252452		

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I-183213	6/20 CFAC	R	7/07/2025	40.00		252452		
I-183214	6/20 CFAC	R	7/07/2025	96.00		252452		
I-183215	6/21 CFAC	R	7/07/2025	152.00		252452		
I-183216	6/21 PRAC	R	7/07/2025	96.00		252452		
I-183217	6/21 CFAC	R	7/07/2025	128.00		252452		
I-183218	6/21 PRAC	R	7/07/2025	48.00		252452		
I-183219	6/20 PRAC	R	7/07/2025	24.00		252452		
I-183220	6/21 PRAC	R	7/07/2025	48.00		252452		
I-183221	6/21 CFAC	R	7/07/2025	144.00		252452		
I-183222	6/21 CFAC	R	7/07/2025	88.00		252452		
I-183223	6/05 PRAC	R	7/07/2025	40.00		252452		
I-183224	6/22 CFAC	R	7/07/2025	160.00		252452		
I-183225	6/22 PRAC	R	7/07/2025	72.00		252452		
I-183226	6/22 CFAC	R	7/07/2025	144.00		252452		
I-183227	6/22 PRAC	R	7/07/2025	48.00		252452		
I-183228	6/22 PRAC	R	7/07/2025	16.00		252452		
I-183229	6/22 CFAC	R	7/07/2025	136.00		252452		
I-183230	6/23 PRAC	R	7/07/2025	48.00		252452		
I-183231	6/23 CFAC	R	7/07/2025	136.00		252452		
I-183232	6/23 CFAC	R	7/07/2025	112.00		252452		
I-183233	6/23 PRAC	R	7/07/2025	48.00		252452		
I-183234	6/25 CFAC	R	7/07/2025	80.00		252452		
I-183235	6/24 PRAC	R	7/07/2025	24.00		252452		
I-183236	6/24 CFAC	R	7/07/2025	48.00		252452		
I-183237	6/25 PRAC	R	7/07/2025	48.00		252452		
I-183238	6/25 CFAC	R	7/07/2025	152.00		252452		
I-183239	6/25 PRAC	R	7/07/2025	40.00		252452		
I-183240	6/25 CFAC	R	7/07/2025	88.00		252452		
I-183242	6/26 CFAC	R	7/07/2025	136.00		252452		
I-183243	6/26 PRAC	R	7/07/2025	48.00		252452		7,112.00
			*** VENDOR TOTALS ***			1 CHECKS		7,112.00
011708	PLAYAWAY PRODUCTS LLC							
I-501062	MULTIMEDIA - KL	E	7/09/2025	335.05		012186		335.05
			*** VENDOR TOTALS ***			1 CHECKS		335.05
012426	POLK COUNTY AUDITOR'S OFFICE							
I-06/17/25 GRANT	UNSPENT GRANT FUNDS	R	7/07/2025	95.87		252456		95.87
			*** VENDOR TOTALS ***			1 CHECKS		95.87
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-3794	EAST POLK STREAM-ARA 3/ARA 5	R	7/07/2025	178,247.81		252457		178,247.81
			*** VENDOR TOTALS ***			1 CHECKS		178,247.81

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
009386	POMP'S TIRE SERVICE, INC							
I-1400175571	TIRE - P&R TRAILER	E	7/09/2025	78.00		012170		
I-1400176913	UNIT #53 TIRES	E	7/09/2025	508.00		012170		
I-1400177124	FLAT REPAIRS - PKS	E	7/09/2025	347.42		012170		
I-1400177145	UNIT #922 TIRES	E	7/09/2025	305.88		012170		
I-1400178180	UNIT #601 TIRES	E	7/09/2025	98.33		012170		1,337.63
	*** VENDOR TOTALS ***					1 CHECKS		1,337.63
003247	PRAIRIE AG SUPPLY INC							
I-01-170792	DRUM/RECOIL/TUNEUP - OCM	R	7/07/2025	75.69		252458		75.69
	*** VENDOR TOTALS ***					1 CHECKS		75.69
011714	ADA ENTERPRISES, INC							
I-59724	FY25 MEMORIAL BENCHES	R	7/07/2025	7,708.00		252459		
I-59878	FY25 MEMORIAL BENCHES	R	7/07/2025	3,997.00		252459		11,705.00
	*** VENDOR TOTALS ***					1 CHECKS		11,705.00
007311	PROCTOR MECHANICAL CORPORATION							
I-13512	STORM DRAIN REPAIR-PD	R	7/07/2025	1,890.06		252460		
I-901916	PLAY FEATURE PUMP	R	7/07/2025	3,035.00		252460		4,925.06
	*** VENDOR TOTALS ***					1 CHECKS		4,925.06
002713	PROTEX CENTRAL INC							
I-162805	FE INSPECTION - WATER	R	7/07/2025	168.00		252461		
I-162806	FE INSPECTION - WASTEWATER	R	7/07/2025	245.00		252461		413.00
	*** VENDOR TOTALS ***					1 CHECKS		413.00
012284	PSYCHOLOGY ASSOCIATES PLLC							
I-11042171	PD PRE EMP EVAL-T HOWE	R	7/07/2025	285.00		252462		285.00
	*** VENDOR TOTALS ***					1 CHECKS		285.00
006390	QUILL CORPORATION							
I-44191493	KLEENEX - P&R	R	7/07/2025	167.07		252463		
I-44229814	PAPER - P&R	R	7/07/2025	35.18		252463		202.25
	*** VENDOR TOTALS ***					1 CHECKS		202.25
003960	RDG IA INC							
I-60090 #23	PAY 23-4M CRK TRIBUTRY/RSTRN	R	7/07/2025	3,727.75		252464		3,727.75
	*** VENDOR TOTALS ***					1 CHECKS		3,727.75
008509	REDBUD LLC							
I-8478	6/7-6/13/25FACILITIES/PRSC MOW	R	7/07/2025	6,655.00		252465		6,655.00

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008509	REDBUD LLC							
I-8483	6/14-6/20/25 FACILITIES/PRSC	R	7/07/2025	6,655.00		252466		6,655.00
008509	REDBUD LLC							
I-8498	6/21-6/27/25 FACILITIES/PRSC	R	7/07/2025	6,739.15		252467		6,739.15
	*** VENDOR TOTALS ***					3 CHECKS		20,049.15
005746	WALTER REED							
I-06/11/2025 MEAL	6/11/25 MEAL	E	7/09/2025	15.02		012200		15.02
	*** VENDOR TOTALS ***					1 CHECKS		15.02
008276	RELIANT FIRE APPARATUS INC							
I-INV-IA-2274	DOOR SEAL - FD	R	7/07/2025	270.72		252468		
I-INV-IA-2305	BRAKE REPAIRS	R	7/07/2025	3,444.47		252468		
I-INV-IA-2428	HANDLES - NEW ENGINE	R	7/07/2025	191.95		252468		
I-INV-IA-2450	PULLSTRAP - FD	R	7/07/2025	799.74		252468		
I-INV-IA-2477	POWER LINE DISCONNECT-FD	R	7/07/2025	379.29		252468		5,086.17
	*** VENDOR TOTALS ***					1 CHECKS		5,086.17
003999	RINGCENTRAL INC							
I-CD_001148833	06/26/25-07/25/25 STATEMENT	E	7/09/2025	5,836.86		012145		5,836.86
	*** VENDOR TOTALS ***					1 CHECKS		5,836.86
006366	ROTELLA'S ITALIAN BAKERY INC							
I-E00995	FOOD FOR RESALE - OC	E	7/09/2025	75.20		012157		
I-E02399	FOOD FOR RESALE - OC	E	7/09/2025	108.48		012157		
I-E03885	FOOD FOR RESALE - OC	E	7/09/2025	61.00		012157		
I-E06189	FOOD FOR RESALE - OC	E	7/09/2025	35.48		012157		
I-E09312	FOOD FOR RESALE - OC	E	7/09/2025	144.00		012157		
I-E11330	FOOD FOR RESALE - OC	E	7/09/2025	73.86		012157		498.02
	*** VENDOR TOTALS ***					1 CHECKS		498.02
009564	SAGE HOMES, INC							
I-RES #2021-283,414	GRV LNDG P1/P3-SDWLK OVRSZG	R	7/07/2025	5,229.00		252469		5,229.00
	*** VENDOR TOTALS ***					1 CHECKS		5,229.00
001769	GARY SANDERS							
I-6/22/2025	RTW MEDICAL REIMBURSEMENTS	E	7/09/2025	810.78		012199		810.78
	*** VENDOR TOTALS ***					1 CHECKS		810.78
000425	SECRETARY OF STATE							
I-FY26 NOTARY-CS	FY26 NOTARY RNWL-C. SCHNEDEN	R	7/07/2025	30.00		252470		
I-FY26 NOTARY-TH	FY26 NOTARY-T. HIGGINS	R	7/07/2025	30.00		252470		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00

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012194	ANDREW SEELAND							
I-6/23/2025	BOOT REIMBURSEMENT	E	7/09/2025	140.00		012214		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
004842	THE SHERWIN-WILLIAMS CO							
I-2195-9	PAINT - MU	R	7/07/2025	308.64		252471		308.64
	*** VENDOR TOTALS ***					1 CHECKS		308.64
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-488988	WATER SYSTEM PLANNING	E	7/09/2025	2,583.00		012180		2,583.00
	*** VENDOR TOTALS ***					1 CHECKS		2,583.00
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2025-IC-0148	MAY 2025 SUPPLEMENT	E	7/09/2025	828.00		012134		
I-2025-IC-0204	JUNE 2025 SUPPLEMENT	E	7/09/2025	821.00		012134		1,649.00
	*** VENDOR TOTALS ***					1 CHECKS		1,649.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-154808594-001	IRRIGATION PARTS-PRSC	R	7/07/2025	1,162.54		252472		1,162.54
	*** VENDOR TOTALS ***					1 CHECKS		1,162.54
003348	SMITH'S SEWER SERVICE INC							
I-473492	TELEVISION SVCS - MU	R	7/07/2025	225.00		252473		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
012419	KIM SMITH							
I-06/08/25RFND-ACC	6/8/25 DAMAGE DEP RFND-ACC	R	7/07/2025	500.00		252474		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
011910	IDSC HOLDINGS LLC DBA: SNAP-ON							
I-ARV/64931274	COOLANT REFILLER/ADPTR SET-CG	E	7/09/2025	637.66		012188		
I-ARV/64949788	PRESSURE TESTER - CG	E	7/09/2025	323.45		012188		961.11
	*** VENDOR TOTALS ***					1 CHECKS		961.11
000990	SNYDER & ASSOCIATES INC							
I-119.0975.01D #9	PAY 9-NW NTHLWN UTILITY IMP PH4	E	7/09/2025	5,030.90		012129		
I-121.0695.01 #46	PAY 46-DEL AVE RECON 5TH/18TH	E	7/09/2025	8,400.40		012129		
I-123.0584.01 #16	PAY 16-ANK BLVD IMP 1ST/11TH	E	7/09/2025	17,834.95		012129		
I-125.0208.01 #4	PAY 4-ANK BLVD/ORLBR CONCEPT	E	7/09/2025	8,408.50		012129		
I-125.0504.01-1	PRSC BATTING CAGE ENG	E	7/09/2025	9,235.00		012129		48,909.75
	*** VENDOR TOTALS ***					1 CHECKS		48,909.75
002339	STAPLES CONTRACT & COMMERCIAL							
I-6033113978	FIRST AID SUPS/PAPER -KL	R	7/07/2025	282.06		252475		
I-6033260972	FIRST AID CREAM - KL	R	7/07/2025	6.94		252475		
I-6033912170	NITRILE GLOVES - PD	R	7/07/2025	260.30		252475		
I-6033912171	TOWELS - PD	R	7/07/2025	510.96		252475		
I-6033980313	TAPE/CLOTHS/MKRS/STPLS-KL	R	7/07/2025	111.69		252475		
I-6034131414	BATTERIES/MAG CLIPS/EXPO-KL	R	7/07/2025	139.24		252475		1,311.19
	*** VENDOR TOTALS ***					1 CHECKS		1,311.19

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000474	STATE HYGIENIC LABORATORY AR							
I-300854	5/31/2025 LAB TESTING	E	7/09/2025	5,596.00		012124		5,596.00
	*** VENDOR TOTALS ***					1 CHECKS		5,596.00
008350	STIVERS FORD							
I-746781/1	UNIT #92 REPAIRS	R	7/07/2025	899.97		252476		899.97
	*** VENDOR TOTALS ***					1 CHECKS		899.97
012427	SUNCREST HOSPICE, LLC							
I-25-E141769	DUPLICATE PAYMENT REFUND - FD	R	7/07/2025	537.37		252477		
I-25-E213868	DUPLICATE PAYMENT - FD	R	7/07/2025	582.77		252477		1,120.14
	*** VENDOR TOTALS ***					1 CHECKS		1,120.14
001814	SWANK MOTION PICTURES INC							
I-DB 3983253	6/6/25 MOANA 2 - P&R	E	7/09/2025	465.00		012132		
I-DB 3988632	KUNG FU PANDA- P&R	E	7/09/2025	465.00		012132		930.00
	*** VENDOR TOTALS ***					1 CHECKS		930.00
009409	FCH LLC							
I-71004	6/13/25 MAKERS CAMP -ACC	E	7/09/2025	720.00		012171		720.00
	*** VENDOR TOTALS ***					1 CHECKS		720.00
011545	SSCW FIRE & SAFETY INC.							
I-29125	ANSUL INSPECTION - FS#1	E	7/09/2025	290.00		012182		
I-29126	ANSUL INSPECTION - FS#2	E	7/09/2025	290.00		012182		
I-29127	ANSUL INSPECTION - FS#3	E	7/09/2025	290.00		012182		870.00
	*** VENDOR TOTALS ***					1 CHECKS		870.00
000124	SYSCO IOWA INC							
I-439012629	FOOD FOR RESALE - CFAC	R	7/07/2025	710.44		252478		
I-439014531	FOOD FOR RESALE - OC	R	7/07/2025	326.50		252478		
I-439018060	FOOD FOR RESALE - OC	R	7/07/2025	120.45		252478		
I-439022180	FOOD FOR RESALE - OC	R	7/07/2025	131.55		252478		
I-439022182	FOOD FOR RESALE - CFAC	R	7/07/2025	737.42		252478		
I-439029298	FOOD FOR RESALE - OC	R	7/07/2025	113.55		252478		2,139.91
	*** VENDOR TOTALS ***					1 CHECKS		2,139.91
006855	SYSTEMWORKS LLC							
I-12369	FS#4 COMMISSIONING SVCS	R	7/07/2025	9,360.00		252479		9,360.00
	*** VENDOR TOTALS ***					1 CHECKS		9,360.00
010068	T-MOBILE USA INC							
I-6/21/2025	5/21/25-6/20/25 STATEMENT	R	7/07/2025	1,671.75		252480		1,671.75
	*** VENDOR TOTALS ***					1 CHECKS		1,671.75

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			DATE	AMOUNT		NO	STATUS	AMOUNT
009540	TELEFLEX LLC							
I-9509931147	IO NEEDLES - FD	E	7/09/2025	2,200.00		012174		
I-9510065107	IO NEEDLES - FD	E	7/09/2025	550.00		012174		2,750.00
			*** VENDOR TOTALS ***			1 CHECKS		2,750.00
011696	THRESHOLD DEVELOPMENT, LLC							
I-RES #2024-224	SPCTM 36 P3-SDWLK OVRSZ/WTR MN	E	7/09/2025	11,060.50		012184		11,060.50
			*** VENDOR TOTALS ***			1 CHECKS		11,060.50
006441	TITAN MACHINERY INC							
I-S00215511-1	#934 REPAIRS	R	7/07/2025	1,420.76		252481		1,420.76
			*** VENDOR TOTALS ***			1 CHECKS		1,420.76
000444	TOMPKINS INDUSTRIES INC							
I-405954994	UNIT #206 PARTS	E	7/09/2025	233.80		012121		233.80
			*** VENDOR TOTALS ***			1 CHECKS		233.80
007224	TREERING WORKFORCE SOLUTIONS I							
I-MSP-11837	06/2025 MONTHLY BILLING	R	7/07/2025	1,023.00		252482		1,023.00
			*** VENDOR TOTALS ***			1 CHECKS		1,023.00
008013	TRI COUNTY TIMES							
I-FY26 RENEWAL	6/5/25-6/30/26 SUB RNWL-KL	R	7/07/2025	46.25		252483		46.25
			*** VENDOR TOTALS ***			1 CHECKS		46.25
000740	TRIPLETT OFFICE SOLUTIONS							
I-470056-0	BUSINESS CARDS - PD	R	7/07/2025	178.00		252484		
I-470630-0	BUSINESS CARDS - PD	R	7/07/2025	178.00		252484		356.00
			*** VENDOR TOTALS ***			1 CHECKS		356.00
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301441768:01	UNIT #132 SENSOR	E	7/09/2025	14.84		012176		
I-XA301442040:01	#120 #121 THERMOSTAT	E	7/09/2025	138.06		012176		152.90
			*** VENDOR TOTALS ***			1 CHECKS		152.90
000468	TRUCK EQUIPMENT INC							
I-318282	WONDERING HOSE PARTS	E	7/09/2025	6,220.70		012122		6,220.70
			*** VENDOR TOTALS ***			1 CHECKS		6,220.70
007454	TUBE PRO INC							
I-00064638	TUBES- CFAC	R	7/07/2025	1,480.60		252485		1,480.60
			*** VENDOR TOTALS ***			1 CHECKS		1,480.60

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003278	DAVIS EQUIPMENT CORPORATION							
I-JI00174	UNIT #849 PARTS	E	7/09/2025	146.80		012144		
I-JI00174A	UNIT #849 ANTSCLP/BEARING	E	7/09/2025	59.80		012144		
I-JI00174B	BEARING UNIT #849 -OCM	E	7/09/2025	20.90		012144		
I-JI00240	UNIT #867 MOTOR/SEAL	E	7/09/2025	566.71		012144		
I-JI00240A	KIT SEAL - UNIT #867 OCM	E	7/09/2025	72.11		012144		
I-JI00361	UNIT #867 SWITCH	E	7/09/2025	42.78		012144		
I-JI99351A	UNIT #855 WASHER	E	7/09/2025	13.80		012144		
I-WI20079	WIRE CONNECT - OCM	E	7/09/2025	189.00		012144		1,111.90
	*** VENDOR TOTALS ***					1 CHECKS		1,111.90
000966	U S BANK							
I-05/25 P-CARD STMT	U S BANK	D	6/19/2025	50,068.15		002793		50,068.15
	*** VENDOR TOTALS ***					1 CHECKS		50,068.15
009428	UMB BANK NA							
I-1011898	2015A GO BONDS - FEES	D	6/26/2025	250.00		002804		
I-1013208	2023 GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013227	2024A GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013230	2024B WATER REV BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013323	2014G GO REF CLN - FEES	D	6/26/2025	250.00		002804		
I-1013388	2016A GO REF BONDS - FEES	D	6/26/2025	250.00		002804		
I-1013396	2016B GO BONDS - FEES	D	6/26/2025	250.00		002804		
I-1013404	2021A GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013412	2020B WATER REV BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013428	2020A GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013448	2022A GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013456	2019B WATER REV BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013457	2019A GO BONDS - FEES	D	6/26/2025	600.00		002804		
I-1013540	2018A GO BONDS - FEES	D	6/26/2025	300.00		002804		
I-1013544	2018B WATER REV BONDS - FEES	D	6/26/2025	300.00		002804		
I-1013609	2017A GO BONDS - FEES	D	6/26/2025	250.00		002804		
I-1013611	2017B WATER REV BONDS - FEES	D	6/26/2025	250.00		002804		7,500.00
009428	UMB BANK NA							
I-1011964	2025 GO BONDS - FEES	D	6/26/2025	300.00		002808		300.00
	*** VENDOR TOTALS ***					2 CHECKS		7,800.00
011876	HD SUPPLY, INC.							
C-SCN378618	CR: CHEMICAL SUPPLIES - MU	E	7/09/2025	312.65CR		012187		
I-INV00730022	CHEMICAL SUPPLIES - MU	E	7/09/2025	312.65		012187		
I-INV00740574	CHEMICALS - MU	E	7/09/2025	242.47		012187		
I-INV00743690	CHEMICALS - MU	E	7/09/2025	25.29		012187		267.76
	*** VENDOR TOTALS ***					1 CHECKS		267.76

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000475	UTILITY EQUIPMENT COMPANY							
I-20060369-000	GRATE - STORMWATER	E	7/09/2025	275.92		012125		275.92
	*** VENDOR TOTALS ***					1 CHECKS		275.92
005012	VAN-WALL EQUIPMENT INC							
C-6600007	CR: BRAKE KIT - PRSC	E	7/09/2025	234.88CR		012153		
I-6596352	UNIT #695 BRAKE KIT	E	7/09/2025	234.88		012153		
I-6602224	UNIT #811 SWITCH -OCM	E	7/09/2025	35.19		012153		
I-6603052	AERATOR SERIAL - PRSC	E	7/09/2025	15.44		012153		
I-6605544	ROTARY SWITCH - PRSC	E	7/09/2025	55.84		012153		
I-6608707	MOWER BLAD - PRSC	E	7/09/2025	307.55		012153		
I-6611330	MOWER BLAD - PRSC	E	7/09/2025	92.61		012153		
I-6611336	LATCHES - PRSC	E	7/09/2025	152.73		012153		
I-6612642	UNIT #809 HYGARD/FUEL FILTER	E	7/09/2025	143.17		012153		
I-6614781	UNIT#864 BUSHING/WSHR/SUPPORT	E	7/09/2025	782.88		012153		1,585.41
	*** VENDOR TOTALS ***					1 CHECKS		1,585.41
007560	CORY VAUDT							
I-07/25-09/25 MED	QUARTERY STIPEND/CELL PHONE	E	7/09/2025	3,870.00		012202		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
009891	VENDNOVATION LLC							
I-2025-001607	STA 4 EMS VENDING MACHINE	E	7/09/2025	8,782.24		012175		8,782.24
	*** VENDOR TOTALS ***					1 CHECKS		8,782.24
012178	VERIZON COMMUNICATIONS INC							
I-9022403908	SURVEILLANCE CASE 25-00953	R	7/07/2025	150.00		252486		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
012066	VERSATERM PUBLIC SAFETY US INC							
I-INV41-00863	IAPRO IA ANNUAL MAINT	E	7/09/2025	1,402.66		012194		1,402.66
	*** VENDOR TOTALS ***					1 CHECKS		1,402.66
004796	WALSH DOOR & HARDWARE COMPANY							
I-832738	DOOR REPAIRS - KL	R	7/07/2025	384.25		252487		384.25
	*** VENDOR TOTALS ***					1 CHECKS		384.25
007822	WEE'S TEES LLC							
I-19725	ALL CITY PLAY DAY SHIRTS-P&R	R	7/07/2025	530.00		252488		530.00
	*** VENDOR TOTALS ***					1 CHECKS		530.00
012417	ROBERT WEISSINGER							
I-6/10/2025	BOOT REIMBURSEMENT	E	7/09/2025	140.00		012224		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 6/19/2025 THRU 7/09/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006388	KURT WEITL							
I-06/09/25-06/13/25	6/9-6/13/25 MEALS	E	7/09/2025	58.27		012201		58.27
	*** VENDOR TOTALS ***					1 CHECKS		58.27
005056	YOUTH TECH INC							
I-06/09/25-06/12/25	FY25 YOUTH TECH JUNE 9-12	R	7/07/2025	2,960.00		252489		
I-7993	FY26 YOUTH TECH JUNE 23-2	R	7/07/2025	2,096.00		252489		5,056.00
	*** VENDOR TOTALS ***					1 CHECKS		5,056.00
011416	MICHELLE LEE YUSKA							
I-06/09/25-06/10/25	6/9-6/10 TRAINING REIMBURSMNT	E	7/09/2025	82.84		012207		82.84
	*** VENDOR TOTALS ***					1 CHECKS		82.84
002783	ZIEGLER INC							
I-PSIN000002136	FS#4 GENERATOR SOURCEWELL	E	7/09/2025	4,039.15		012142		4,039.15
	*** VENDOR TOTALS ***					1 CHECKS		4,039.15
008820	SIOUXLAND TURF PRODUCTS INC							
I-208821	WETTING AGENT-PRSC	E	7/09/2025	3,450.00		012165		
I-208822	FERTILIZER FOR SC FIELDS	E	7/09/2025	2,375.00		012165		
I-208953	FUNGICIDE-OCM	E	7/09/2025	2,120.00		012165		
I-208954	PLANT PROTECTANTS-OCM	E	7/09/2025	2,080.00		012165		10,025.00
	*** VENDOR TOTALS ***					1 CHECKS		10,025.00
011964	ZOLL DATA SYSTEMS, INC.							
I-INV00203019	7/1/25-7/31/25 SVCS - FD	E	7/09/2025	420.00		012189		420.00
	*** VENDOR TOTALS ***					1 CHECKS		420.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	234	1,967,125.53	0.00	1,967,125.53
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	57,868.15	0.00	57,868.15
EFT:	116	1,739,104.90	0.00	1,739,104.90
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	353	3,764,098.58	0.00	3,764,098.58
BANK: APFNB TOTALS:	353	3,764,098.58	0.00	3,764,098.58
REPORT TOTALS:	353	3,764,098.58	0.00	3,764,098.58

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: 6/19/2025 THRU 7/09/2025
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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the purchase of a new combination jet vacuum truck for the Municipal Utilities - Water Department (replace existing truck #742).

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Deliver Exceptional Service

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

City Management has approved the purchase of a new combination jet vacuum truck in the FY 2026 budget to replace the existing large combination jet vacuum truck #742, which was purchased in 2012 and has had multiple services needed to keep it operational. The City of Ankeny is a member of Sourcewell (#67120) and, using contract number #101221-VTR through Sourcewell, the estimated purchase price for a new combination jet vacuum truck with Macqueen is \$560,000.00 including a trade in of the existing #742 at a value of \$30,535.37. This purchase would be within the approved budget for purchase.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the purchase of a new combination jet vacuum truck through Macqueen using Sourcewell for the amount of \$560,000.00 including the trade-in of the existing combination jet vacuum truck.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The purchase of a new combination jet vacuum truck is included in the approved FY 2026 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Vactor 2100i Sourcewell Proposal



June 3, 2025

City of Ankeny
Ryan Hulsebus

Per your request, a proposal has been generated based off the Sourcwell Contract #: 101221-VTR Bid for a Vactor 2100i Combination Sewer Truck. Included below is a proposal for (1) One New Vactor 2100i Combination Sewer Truck per the Sourcwell Contract #: 101221-VTR.

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>	<u>Price</u>
1	2112i-18	2100i PD- 18" Vacuum- 12 yrd Debris- Combo	\$330,224.00
1	1003i	Debris Body Flushout	\$2,054.00
1	1008iA	6" Rear Door Knife Valve w/Camloc w/Port	\$1,959.00
1	1009iD	Full Rear Door Swinging Screen	\$1,048.00
1	1014i	Centrifugal Separators (Cyclones)	\$7,174.00
1	1015iAC	Folding Pipe Rack - Streetside -6" Pipe	\$1,426.00
1	1015iBL	Folding Pipe Rack - Rear Door -6" Pipe	\$1,426.00
1	1015iJ	Folding Pipe Rack - Curbside -6" Pipe	\$1,426.00
1	1022i	Rear Door Splash Shield	\$2,091.00
1	2006i	Air Purge	\$1,759.00
1	2018i	Additional Water- 1500 Gal Total	\$5,458.00
1	2021i	D/S Watertank Fill	\$982.00
1	3015i	Front Blower Controls	\$1,986.00
1	3017i	Blower High Temp Safety Shutdown	\$708.00
1	3020i	Digital Water Level Indicator	\$914.00
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$1,227.00
1	4011iB	Bellypack Wireless Controls with hose reelcontrols- 2-way communications- and LCD Display	\$4,227.00
1	4013i	Rotatable Boom Inlet Hose	\$771.00
1	4015i	180 deg. 10ft Telescoping Boom	\$20,765.00
1	4020i	Anti Splash Valve- Body Inlet	\$512.00
1	4022iA	Telescopic Boom Elbow- Hard Hat Style	\$616.00
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	\$0.00
1	5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM	\$2,333.00
1	5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$1,063.00
1	5015i	Handgun Couplers- Front and Rear	\$822.00
1	5017i	Hose Reel- Freespool	\$1,348.00
1	5021iC	Hydro Excavation Kit - Includes Lances w/Shield- Nozzles- Storage Tray- and Vacuum Tube	\$3,535.00
1	6003iC	800' x 1" Piranha Sewer Hose2500 PSI in lieu of STD	\$2,380.00
1	6004iD	Rodder Hose Pinch Roller	\$1,891.00
1	6014iA	2 High Pressure Hose Reels	\$3,818.00
1	6019iA	Final Filter and Silencer Ball Valve Drains	\$600.00
1	6020iC	Hydraulic Extending 15 - Rotating Hose Reel- 1" x 800' Capacity	\$3,147.00
1	6025iB	Hose Wind Guide (Dual Roller)- Auto-Indexing	\$5,103.00
1	6027iA	25' Leader Hose (in lieu of standard)	\$467.00
1	6031i	Front Hose Reel Tool Storage	\$401.00
1	8001iM	Rear Directional Control- LED Arrowstick	\$2,391.00



1	8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard	\$1,382.00
1	8004iG	Front Mounted- LED Beacon Light w/Limb Guard	\$1,382.00
1	8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	\$4,374.00
1	8024iC	Amber/White Lights for Flashing Light Package	\$334.00
1	8028iA	Worklights (2), Self-Leveling Boom LED	\$1,073.00
1	8029i	Worklights (2)- LED- Rear Door	\$871.00
1	8029iA	Worklight- LED- Operators Station	\$797.00
1	8029iC	Worklight- LED- Passenger Side	\$792.00
1	8029iD	Worklight- LED- Driver Side	\$792.00
1	9021iA	Camera System- Front and Rear	\$1,012.00
1	9023i	Safety Cone Storage Rack - Drop in Style	\$220.00
1	9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	\$2,651.00
1	9070iB	Long Handle Tool Storage	\$469.00
1	9071iE	Toolbox- Behind Cab - 16w 30h x 96d	\$4,228.00
1	9072iB	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d	\$2,143.00

Sourcewell Contract Price	\$440,572.00
Sourcewell Discount 3%	-\$13,217.16
Sourcewell Contract Price after Discount	\$427,354.84

Items not listed on Sourcewell Contract

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>	<u>Price</u>
1	PAFT370A-2025-CH	Vactor Supplied Chassis - Tandem Axle - 2025 Freightliner 114SD SBA6x4 - 370 HP - Auto -66 -000 GVWR - GHG	\$153,976.00
1	501523-30	6" X 36" Higbee	\$1,638.61
1	501523A-30	6" X 78" Higbee	\$1,346.34
1	FRT-IN, PDI, Training, 8 GPM DigPig		\$6,219.58

Total Sourcewell Contract Price	\$590,535.37
Less Trade: 2012 Vacall Combo Truck	-\$30,535.37
Total Sourcewell Contract Price	\$560,000.00

ALL PRICES ARE SUBJECT TO CHANGE FINAL INVOICE AMOUNT WILL BE CONFIRMED AT DELIVERY

Thank you for the opportunity to earn the City of Ankeny's business and propose the Vactor 2100i Combination Sewer Truck.

Andrew Lee - Territory Manager
(515) 985-8175
andrew.lee@macqueengroup.com
MacQueen Equipment



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the purchase of a 2026 Ford F450 Class 4 Truck and Dump Body for the Parks and Recreation Department in an amount not to exceed \$71,790.00.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No legal review required.

EXECUTIVE SUMMARY

The approved FY 2026 budget for the Park Maintenance Division includes the replacement of Unit #655, a 2007 1-ton 4WD regular cab truck with a dump body. Pricing was obtained from State Bid Contract #23033A HDC 1.2, awarded to Stiver's Ford through the Iowa Department of Administrative Services (DAS). Additional pricing was provided from Hawkeye Truck Equipment for the purchase and installation of the dump body.

Base Bid: \$55,908.00

Dump Body & Trailer Hitch: \$15,882.00

Total Price: \$71,790.00

The trade-in value of the existing truck will be subtracted from the total purchase price and determined once the new vehicle is received.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the purchase of a 2026 Ford F450 Class 4 Truck and Dump Body for the Parks and Recreation Department in an amount not to exceed \$71,790.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The FY 2026 budget includes \$48,000 for the truck and dump body replacement (\$55,000 purchase price less an anticipated \$7,000 trade-in value). After factoring in the expected trade-in value, the net purchase price is \$64,790, \$16,790 over budget.

Although the purchase exceeds the budgeted amount, the City Manager's Office recommends proceeding due to the vehicle's age, its front-line use, and the Central Garage's recommendation for replacement.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HDC 1.2 - DAS Contract
2. 2-Sales Quote Q11478

HDC Group 1 - Standard Cab DRW 4X2 & 4X4 CHASSIS 450/4500 Series

4X2 4X4

Examples: F450 Make:
Model Name: Exact Model Code:
Trim Pkg. Common Name: Exact Trim Pkg. Code:
STIVERS Engine Code:
Transmission Code: Towing Capacity:

FORD	FORD
F450	F450
F4G	F4H
XL	XL
650A	650A
99N	99N
44G	44G
17500	17500

BASE VEHICLE SPECIFICATIONS

Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	15,000 lb. GVWR minimum	STATE GVWR: 16500
Wheelbase length	84 inch CA only	STATE WHEELBASE: 169
Engine		
Engine Size (Cylinder/Liter)	Base V8 or V10 Engine (E85 FFV, if available, must be provided) E85 FFV Engine?	Cylinders: 8 Liters: 7.3 HP: 335 Torque: 468 N Notes:
Engine Block Heater		41H
Drive Axle		
Rear Axle	Limited Slip / Locking Differential	X8L
Transfer Case (4X4)	With Hi/Lo ranges	STD
Transmission		
Transmission	Power take-off provision; automatic transmission	STD
Doors & Windows		
Doors	Power door locks with remote keyless entry	STD
Key Sets with Fobs	2 Fobs with push button start or 2 keys and fobs w/o push button start	STD
Windows	Power	STD
Wipers	Intermittent	STD
Electrical		
Power Point	Located in Driver Area	STD
Exterior		
Fuel Tank	Highest capacity fuel tank package available. If option exists, must be provided.	STATE CAPACITY: 40
Fuel Filler Neck Kit	Filler cab set-back adapter kit(s), factory type suitable for flush mounting neck(s) into flat side of body	STD
Rear Taillights	Cab/Chassis	STD
Floor		
Floor Covering	Full floor covering, rubber preferred - if available it must be provided. OEM Floor Mats only provided if floor covering must be carpet.	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Dealer installed when factory installed is not available.	STD Factory installed? Y
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and/or transmission temperature.	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt / Cruise Control	STD
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat with cloth upholstery, folding center seat/armrest/storage box.	1S
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights		STD
Tires & Wheels		
Tires	All Terrain rating only (no all-season M&S rating) radial.	TGM
Spare	Full Size tire and wheel. Tire secured to prevent theft.	State YES if tire and wheel are included in the bid and the tire is secured to the vehicle by chain or other method upon delivery: Y

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X2:

Delivery Cost to Department of Administrative Services, Des Moines:

HDC Group 1.1	TOTAL VEHICLE PRICE FOR 4X2 INCLUDING BASE COST AND DELIVERY:	\$53,274.00
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Final Bid Price

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:

Delivery Cost to Department of Administrative Services, Des Moines:

HDC Group 1.2	TOTAL VEHICLE PRICE FOR 4X4 INCLUDING BASE COST AND DELIVERY:	\$55,908.00
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Final Bid Price

HDC Group 1 - Standard Cab DRW 4X2 & 4X4 CHASSIS 450/4500 Series

Examples: F450

Page 2

STIVERS

ADDITIONAL OPTIONS

Instructions: Bidder should enter the additional cost for the options listed below. If "Deduct Cost" is noted for an option, it is indicating the deletion of an option in the base vehicle specifications and Bidder should enter the amount deducted for the deletion of the option from the base vehicle.

Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater		DEDUCT COST:	(\$100.00)
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8 Liters: 6.7 HP: 330 Torque: 950	\$10,495.00
Electrical			
Upfitter Interface Module		STD	STD
Upgraded Charging System	Minimum 130 amp alternator, dual batteries (may only be available with Diesel Engine.)	86M Dual Battery	\$210.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start or 2 keys and fobs w/o push button start	DLR	\$350.00

Safety				
Alarm	Exterior Backup Alarm, Factory preferred but dealer installed acceptable	76C	Factory installed? Y	\$220.00
Audible Lane Change Departure Warning		STD		STD
Pre-Collision Assist with Automatic Emergency Braking (AEB)		STD		STD
Rearview Camera and Prep Kit			872	\$415.00
Special Packages				
Ambulance Prep Package		47A		\$1,205.00
Fire/Rescue Prep Package		47J Require Diesel engine upgrade		1205
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.		Factory installed? Y	\$250.00
			473	
Trailer Tow Package	OEM integrated: Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	NA	Factory installed?	NA
Suspension				
Heavy Service Front Suspension Package		67H		\$125.00
Extra Heavy Service Front Suspension Package		67X		\$125.00
Extra Heavy Duty Front End Suspension		67P 4x4 only		\$285.00
OTHER				Percentage
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded unless approved by DAS.	Enter Percentage Discount MSRP:		1
DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa		Per Mile Charge	\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0	\$0.00

Quote



EST. 1946

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Quote ID:	Q11478
Quote Date:	6/18/2025
Expiration:	7/18/2025

Text us at: 515-289-1755

Customer: CITY OF ANKENY
ATTN: ACCOUNTS PAYABLE
410 WEST FIRST STREET
ANKENY IA 50023-1557

Contact:

Phone: (515) 965-6400

Email:

Salesperson: LOGAN STEINKAMP

Vehicle Make	Vehicle Model	Vehicle Year	Single/Dual	Cab to Axle	Vin #

We Are Pleased To Quote The Following For Your Approval

Attention: RANDY

Phone: 515-963-3578

1 - Rugby Eliminator Dump Body

- 11'3" In Length
- 96" Wide
- 12" Tall Drop Down Sides
- 18" Tall Tailgate
- 12 Gauge Grade 50 Steel Sides With Full Boxed Dirt Shedding Top Rail And Sloping Bottom Rail
- Sides Are Double Walled With (2) 6" Vertical Braces Per Side
- Sides Include 6" Side Board Pockets For Increased Load Capacity
- Seamless One Piece Front Body With Triple Bend Top Rails For Long Term Durability
- Tapered 1/4 Cab Shield With Slotted HTE Window
- 7 Gauge (One Piece) Seamless Steel Floor
- Crossmemberless Design Understructure
- 8" Formed Longmembers
- Full Height Rear Corner Posts With Rear Surface Sloped Aids In Tailgate Closing
- Tailgate Features Double Walled Panel Design With Fully Boxed Dirt Shedding Top And Bottom Rails And Ez-Latch System
- The Ez-Latch System Is Designed For Quick Opening And Slam Lock Operation
- With A Cam Action To Draw In Upper Tailgate Pins (Located On Each Side Of
- The Body)
- Tailgate Is Equipped With Spreader Chains And Banjo Eye Chain Holders In Each Corner Post
- Rear Corner Posts Will Have (1) Oval L.E.D. Stop/Turn/Tail Light With Reverse Light
- Double Acting Electric/Hydraulic Hoist With Remote Push Button Controls
- SR4020 Subframe Hoist Powder Coated Black
- 5.5" Cylinder Bore X 20" Stroke And 2.5" Chrome Cylinder Shaft
- 10.5 Ton Lifting Capacity
- Reservoir With All Hoses And Oil
- Back Up Alarm
- Entire Body, Subframe And Hoist Is Powder Coated Black
- All Completely Installed, F.O.B. Des Moines, IA

\$ 15,882.00

Options Included In Above Price:

- Install Dealer Provided Back Up Camera

Quote



EST. 1946

Phone: (515) 289-1755
www.hawkeyetruckequipment.com

5800 NW 2ND Street
P.O. Box 3283
Des Moines, IA 50316-0283

Quote ID:	Q11478
Quote Date:	6/18/2025
Expiration:	7/18/2025

Text us at: 515-289-1755

- Hawkeye Heavy Duty Plate Hitch
 - 2-1/2" Weld On Receiver Tube
 - 20,000lb Towing Capacity
 - 7 Way Rv Plug
 - Painted Black
 - Installed

Options Not Included In Above Price:

CENTER MOUNTED TOP STROBE AND REAR STROBES ADD

\$ 850.00

Due To Chassis Delivery Times, Customers Have A Couple Options:

- 1) Lock In Equipment Price By Ordering Equipment And Take Delivery. If Truck Is Not Provided Within 60 Days of Equipment Landing, Dealer or Customer Is Responsible For Paying For Equipment.
- 2) Wait To Order Equipment Based On Truck Delivery Date. Due To Fluctuating Prices and Lead Times, Neither Can Be Guaranteed Until Equipment Is Ordered.

THANK YOU FOR THE OPPORTUNITY
TIM HESSELTINE

Accepted by:	
Date:	
P.O. Number:	

* Labor and installation is included in all pricing.

* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

Sub Total:	\$15,882.51
Sales Tax:	\$0.00
Grand Total:	\$15,882.51



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the purchase of a 2026 Dodge Ram 2500 Truck for the Parks and Recreation Department in an amount not to exceed \$42,959.00.

ORIGINATING DEPARTMENT

Finance

COUNCIL GOAL

Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

The approved FY 2026 budget for the Pairie Ridge Sports Complex Division includes the replacement of Unit #620, a 2008 3/4 ton 4WD regular cab truck with a lift gate. Pricing was obtained from State Bid Contract #23052A HPU 1.2, awarded to Stew Hansens through the Iowa Department of Administrative Services (DAS). The lift gate will be purchased and installed separately and approved by purchase order.

Base Bid: \$42,959.00

The trade-in value of the existing truck will be subtracted from the total purchase price and determined once the new vehicle is received.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the purchase of a 2026 Dodge Ram 2500 Truck for the Parks and Recreation Department in an amount not to exceed \$42,959.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The FY 2026 budget allocates \$48,536 for the replacement of the truck and lift gate, including \$45,536 for the truck, \$5,000 for the lift gate, and a \$2,000 trade-in value.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. 23052A

Automatic Transmission

HPU Group 1 - Standard Cab 4X2 & 4X4 Heavy Pickup

4X2

4X4

Make:
Model Name:

RAM	RAM
2500	2500
DJ2L62	DJ7L62
TRADESMAN	TRADESMAN
2GA	2GA
ESB	ESB
DFX	DFX
4010	3690
17540	17220

BASE VEHICLE SPECIFICATIONS					
Body & Chassis		Minimum Requirements		Mfg. Codes - Specs (Note STD for standard)	
Gross Vehicle Weight Rating		9,000 lb. GVWR minimum		STATE GVWR: 10000	
Wheelbase length for Long box		Minimum 133 inches, 56" CA		STATE LENGTH:140	
Box		LONG BOX		STATE LENGTH:8	
Engine					
Engine Block Heater				NHK	
Engine 4X2				6.4L V8	
Engine 4X4		V8 Engine, minimum 6.0 L displacement in lieu of base engine; E85 Engine must be provided if available in V8 with a minimum of 6.0 L displacement unless another engine is necessary to meet all base bid specifications - include all required options and other pertinent information. E85 FFV Engine?		Cylinders: 8 NO	Liters:6.4 HP: 410 Torque:429
Drive Axle					
Rear Axle		Locking differential must be provided if available; limited slip acceptable if locking differential not available.		STATE RATIO:3.73 Locking or Limited Slip provided?anti spin	
Axles (4X4)		Optional lower ratio (higher numerically); if available, must provide.		STATE RATIO:4.10	
Transfer Case (4X4)		Shift-on-the-fly, electric		electric not available	
Electrical					
Power Point		Located in Driver Area		STD	
Doors & Windows					
Doors		Power locks with remote keyless entry		A61	
Key Sets with Fobs		2 Fobs with push button start; 2 keys and fobs w/o push button start		A61	
Windows		Power		A61	
Window		Rear defroster, if available must provide		GFA Rear Defroster Included?YES	
Wipers		Intermittent		STD	
Exterior					
Bumper		Rear		STD	
License Plate Holders		Front and Rear License Plate Holders		STD	
Mirrors		Power, if available must provide; manual acceptable if power not available		A61 Power Included?YES	
Recovery Hooks (4X4)		Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.		ADB 4X4 ONLY	
Tailgate		Locking, if available must provide		STD	
Trailer tow package #1		Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.		STD	
Floor					
Floor Covering		Full floor covering, rubber or vinyl acceptable. No floor mats.		STD	
Interior					
Air Conditioning		AC with all required options.		STD	
Bluetooth		Factory preferred but dealer installed acceptable		STD	
Gauge Package		Tachometer, oil pressure, coolant temperature, voltmeter, and /or transmission temperature.		STD	
Radio		AM/FM with internal clock		STD	
Steering Column		Tilt / Cruise Control		STD	
Trim Package		Interior, with insulating headliner, full door and back of cab panels, dome lamp. 40/20/40 Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.		V9X9	
Safety					
Brakes		Power 4 Wheel Anti-lock		STD	
Daytime Running Lights		If available must provide		STD	
Rearview Camera		Factory installed only		STD	
Suspension					
Suspension Package (4X4)		Heavy Duty 4x4 off-road suspension (heavy-duty shocks.) Skid plates must be provided if available.		ADB	
Tires & Wheels					
Tires (4X2)		"LT" ("P" passenger not acceptable) all-season M&S radial tires; "LT" all-season radials acceptable if "LT" all season M&S radial tires are not available.		STD	
Tires (4X4)		Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available; ON/OFF Road tires acceptable only when "LT" all-terrain radials not available.		All Terrain, M&S, or ON/OFF Road provided? TCP	
Spare		If available must provide		Is spare Full Size?:YES	

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X2:

Delivery Cost to Department of Administrative Services, Des Moines:

HPU Group 1.1

TOTAL VEHICLE PRICE FOR STD. CAB 4X2 INCLUDING BASE COST AND DELIVERY:

\$39,927.00

Examples: RAM 2500

Exact Model Code:

Trim Pkg. Common Name: Exact Trim Pkg. Code:

Engine Code: Transmission Code: Payload Capacity:

Towing Capacity:

Stew Hansen Dodge City

BASE VEHICLE PRICE CONFIGURED AS PER ABOVE FOR 4X4:

Delivery Cost to Department of Administrative Services, Des Moines:

HPU Group 1.2

TOTAL VEHICLE PRICE FOR STD. CAB 4X4 INCLUDING BASE COST AND DELIVERY:

\$42,959.00

HPU Group 1 - Standard Cab 4X2 & 4X4 Heavy Pickup

Examples: RAM 2500

Final Bid Price

Final Bid Price

Page 2

ADDITIONAL OPTIONS				
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		COST
Engine Block Heater		DEDUCT COST:		-\$50.00
Base Engine	Turbocharged Diesel V8 engine, 6.6L minimum displacement; include all required options and other pertinent information.	Cylinders: 6	Liters:6.7 HP: 370 Torque:850	\$9,795.00
Doors & Windows				
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start	XCH		255
Exterior				
Bed Liner	Spray In, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	XMF	Factory installed?yes	600
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	Aftermarket	Factory installed?no	495
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	Aftermarket	Factory installed?no	190
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	Standard	Factory installed?yes	0
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	Aftermarket		\$195.00
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	XEA	Factory installed?yes	\$100.00
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	MRU	Factory installed?yes	\$445.00
Tonneau Cover	Soft material style, rolling or trifold; dealer installed acceptable	Aftermarket		\$595.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable	Aftermarket		\$1,695.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	XHC	Factory installed?Yes	\$395.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	Standard	Factory installed?yes	\$0.00
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish(if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	AHU	Factory installed?yes	945
Interior				
Outfitter Switch		LHL		145
Floor				
Floor Mats	All Weather; dealer installed acceptable	Aftermarket		\$195.00
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable	XAW	Factory installed? YES	\$145.00
Reverse Sensing System	Factory preferred but dealer installed acceptable	XAA	Factory installed?YES	\$295.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		0%
DELIVERY				
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge		\$1.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	13.00	\$19.50



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider amending provisions of the Zoning Ordinance related to Chapter 197 of the Municipal Code of the City of Ankeny, Iowa (date of hrg: 7/21/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

In response to the most recent session of the State Legislature, the proposed Ordinance Amendment will modify the powers and duties of the Zoning Board of Adjustment in Chapter 197 to ensure that the City's Zoning Ordinance complies with the new law enacted by the State Legislature.

House File 652 amended the Iowa Code to grant additional powers to Boards of Adjustment throughout the State. Specifically, the law allows boards to authorize variances in specific cases where strict enforcement of the ordinance would create a "practical difficulty". This "practical difficulty" standard has not been utilized in Ankeny's Code previously. Therefore, staff deems it necessary to amend Chapter 197 to comply with the expanded powers granted to Boards of Adjustment by the State Legislature.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve resolution setting a public hearing for July 21, 2025 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice
3. Ordinance

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER AMENDING PROVISIONS OF THE ZONING ORDINANCE RELATED TO CHAPTER 197 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,

WHEREAS, the City Council of the City of Ankeny, Iowa, will consider amending provisions of the Zoning Ordinance, Section 197.01, Zoning Board of Adjustment of the Municipal Code of the City of Ankeny, Iowa; and

WHEREAS, a public hearing upon the proposed amendments to said Zoning Ordinance shall be held, and a time and place for hearing thereon shall be fixed.

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 21st day of July, 2025, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider an amendment to the Zoning Ordinance, Chapter 197, of the Municipal Code of the City of Ankeny, Iowa, regarding Zoning Board of Adjustment, at which time and place all parties in interest and citizens shall have the opportunity to be heard; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and manner required by law.

PASSED AND APPROVED this 7th day of July, 2025.

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
AMENDING PROVISIONS OF CHAPTER 197 ZONING ORDINANCE ADMINISTRATION
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to Section 197.01, Zoning Board of Adjustment of the Zoning Ordinance of the Municipal Code of the City of Ankeny, Iowa.

YOU ARE SPECIFICALLY NOTIFIED that Section 197.01 Zoning Board of Adjustment shall be amended to add the following subsection: Section 197.01(4.) (D). Zoning Board of Adjustment, as established in said Ordinance.

YOU ARE FURTHER NOTIFIED that copies of the proposed Ordinance are on file and are available for inspection at the office of the City Clerk, 410 West First Street, Ankeny, Iowa. The proposed Ordinance is, by this reference, made a part of this notice.

NOTICE IS FURTHER GIVEN that the City Council will meet at 5:30 P.M. on the 21st day of July, 2025, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 7th day of July, 2025.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of July, 2025.

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF ANKENY, IOWA BY AMENDING PROVISIONS RELATED TO CHAPTER 197 ZONING ORDINANCE ADMINISTRATION

WHEREAS, on the 21st day of July, 2025, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance Administration, to incorporate changes to Section 197.01, of the Municipal Code of the City of Ankeny, Iowa, regarding Zoning Board of Adjustment.

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

Section 1. Section 197.01(4.) Zoning Board of Adjustment is hereby amended to add the following subsection:

D. To authorize on appeal, in specific cases, such variance from the terms of the ordinance with respect to the area, dimensional, or other numerical limitations as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of the ordinance shall be observed and substantial justice done. Area, dimensional, or other numerical limitations subject to variances include but are not limited to requirements for minimum lot size, setbacks, yard widths, height, bulk, sidewalks, fencing, signage, and off-street parking. To receive the requested area, dimensional, or other numerical variance, the property owner must prove that the practical difficulties faced are unique to the property at issue and not self-created and must also demonstrate that granting the variance will not significantly alter the essential character of the surrounding neighborhood.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 18th day of August, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con 07-21-2025 (P. Hrg.)
2nd Con 08-04-2025
3rd Con 08-18-2025**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny regarding the 80/20 Voluntary Urbanized annexation of property owned by DLE Four Way, L.C., Putco, INC., Upper Midwest Properties and Threshold Capital, LLC. (date of hrg: 8/4/25 @ 5:30 p.m.)

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

The City of Ankeny has received a request for the annexation of certain territory adjacent to the City's northeastern boundary. The annexation known as the DLE Four Way LC 80/20 Voluntary Urbanized Annexation is generally located east of Interstate 35, west of NE Four Mile Drive/NE 29th Street, south of NE 126th Avenue/NE 72nd Street, north of NE 40th Street. The annexation is located within two miles of the City of Elkhart and the City of Alleman, which, per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 565.05 acres (+/-), 439.81 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 55.63 (+/-) acres are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to create uniform boundaries, which is required per Iowa Code. Approximately 81.65 (+/-) acres of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road. Additionally, this annexation includes the adjacent full right-of-way of Interstate 35 lying in Section 6-80-23 and in Section 31-81-23.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt resolution setting public hearing for 8/4/25 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The City Council initiated the DLE Four Way LC 80/20 Voluntary Urbanized Annexation at their meeting on May 19, 2025.

The Plan and Zoning Commission recommended City Council approval of the DLE Four Way LC 80/20 Voluntary Urbanized Annexation at their meeting on June 3, 2025.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Consultation meeting held on June 9, 2025.

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice of Hearing
3. Aerial Map
4. Annexation Map
5. Annexation Applications

RESOLUTION 2025-

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA REGARDING THE VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY DLE FOUR WAY, L.C., PUTCO, INC., UPPER MIDWEST PROPERTIES AND THRESHOLD CAPITAL, LLC

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

LEGAL DESCRIPTION:

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL "C" ON THE PLAT OF SURVEY FILED MARCH 13, 2012 IN BOOK 14193, PAGE 544 IN THE OFFICE OF THE POLK COUNTY RECORDER. ALSO KNOWN AS THE NORTH HALF, THE SOUTHWEST QUARTER, AND PARCEL B IN THE SOUTHEAST QUARTER, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DLE FOUR WAY LC)

AND

THE NW FRACTIONAL ¼ OF THE NE FRACTIONAL ¼ (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION AS RECORDED IN BOOK 3580, PAGE 24) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DLE FOUR WAY LC)

AND

THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS AND EXCEPT THAT PART TAKEN BY CONDEMNATION IN BOOK 3580, PAGE 426. (Owner(s): DLE FOUR WAY LC)

AND

THE EAST ½ OF THE NE FRACTIONAL ¼ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): DLE FOUR WAY LC)

AND

THE EAST 66.68 ACRES, MORE OR LESS, IN THE N ½ OF THE NE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M. (EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ALONG SECTION LINE 1323.5 FEET TO POINT OF BEGINNING, THENCE SOUTH 347 FEET, THENCE EAST 360 FEET, THENCE NORTH 347 FEET, THENCE WEST ALONG SECTION LINE 360 FEET TO BEGINNING), POLK COUNTY, IOWA, AND EXCEPT THAT PORTION DEEDED TO THE STATE OF IOWA FOR INTERSTATE ROUTE NO. 35 IN A DEED FILED MAY 12, 1964, AND FILED IN BOOK 3599 AT PAGE 637 IN THE RECORDS OF THE POLK COUNTY RECORDER. (Owner(s): UPPER MIDWEST PROPERTIES LLC)

AND

THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 OF SAID SECTION 31, SAID POINT BEING 366 FEET NORTH OF THE E1/4 CORNER OF SAID SECTION 31; THENCE N 0°00' ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' W 282 FEET; THENCE S 0°00' W 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING; AND EXCEPT PARCEL "A" OF THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AS SHOWN BY THE SURVEY FILED OF RECORD JANUARY 12, 2001 AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): PUTCO INC)

AND

AN UNDIVIDED ONE-HALF INTEREST IN THE SW 1/4 OF THE NE FRACTIONAL 1/4 (EXCEPT 2.7 ACRES HIGHWAY AND EXCEPT THE PARCEL LOCATED IN THE SW 1/4 OF THE FRACTIONAL NE 1/4 DEED TO THE STATE OF IOWA FILED JULY 28, 2010 IN BOOK 13519, PAGE 616) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): THRESHOLD OTTER CREEK LLC)

LAYMAN'S DESCRIPTION:

Approximately 439.81 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35.

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an Application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the said Section provides that notice of the Application shall be published in an official county newspaper at least 10 business days prior to the action by the City Council on the Application; and

WHEREAS, the titleholders to the property described above have filed an application pursuant to Section 368.7; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST (SE 1/4) OF SECTION 31, TOWNSHIP 81N, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, CONTAINING 10.7 ACRES MORE OR LESS EXCEPT PARCEL B AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14009 PAGE 232. (Owner(s): JEFFREY & BETH HOWARD)
AND

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): KATHERINE E MOECKLY TRUST)
AND

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., SAID POINT BEING 366 FEET NORTH OF THE EAST QUARTER CORNER OF SAID SECTION 31; THENCE NORTH 00°00', ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' WEST 282 FEET, THENCE S 0°00' WEST 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): MARK W HARRIS)
AND

PARCEL "A" OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AS SHOWN BY THE PLAT OF SURVEY FILED OF RECORD ON JANUARY 12, 2001, AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA; EXCEPT THAT COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE SOUTH 00°00'00"W, 0.44 FEET; THENCE S90°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. (Owner(s): WESTSIDE HOLDINGS JTS LLC)
AND

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23- WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SECTION LINE 1323.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 347.0 FEET; THENCE EAST 360.0 FEET; THENCE NORTH 347.0 FEET; THENCE WEST ALONG THE SECTION LINE 360.0 FEET TO THE POINT OF BEGINNING. (Owner(s): RONALD & BARBARA MEEKER)
AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE S00°00'00"W, 0.44 FEET; THENCE S90°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. (Owner(s): DONALD FIX)

LAYMAN'S DESCRIPTION:

Approximately 55.633 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all County road right-of-way to the centerline of the adjacent road and the adjacent full right of way of Interstate 35 lying in section 6-80-23 and in section 31-81-23.

WHEREAS, the said Section provides that notice of the Application shall be mailed by regular mail to the Chairperson of the County Board of Supervisors, to each owner of property that adjoins the territory, to all non-consenting owners of property, and each public utility which serves the area and by certified mail to the Chairperson of the County Board of Supervisors, to the Iowa Attorney General, Polk County Attorney, to the Metropolitan Planning Organization, Regional Planning Authority, to all affected public utilities, to all non-consenting owners of property to be annexed and to each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the Application.

WHEREAS, the City Council of the City of Ankeny, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. A public hearing before this Council on the application for annexation described in the preamble to this resolution is hereby set for 5:30 P.M. on the 4th day of August, 2025.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

PASSED AND APPROVED this 7th day of July, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATIONS FOR A VOLUNTARY URBANIZED
ANNEXATION OF CERTAIN TERRITORY ADJACENT TO THE NORTHEAST QUADRANT
OF ANKENY REQUESTED BY DLE FOUR WAY, L.C., PUTCO, INC., UPPER MIDWEST
PROPERTIES AND THRESHOLD CAPITAL, LLC**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that applications for annexation have been made and are under consideration by the City of Ankeny by the following property owners of tract of land, legally described as follows:

LEGAL DESCRIPTION:

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL "C" ON THE PLAT OF SURVEY FILED MARCH 13, 2012 IN BOOK 14193, PAGE 544 IN THE OFFICE OF THE POLK COUNTY RECORDER. ALSO KNOWN AS THE NORTH HALF, THE SOUTHWEST QUARTER, AND PARCEL B IN THE SOUTHEAST QUARTER, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DLE FOUR WAY LC)

AND

THE NW FRACTIONAL ¼ OF THE NE FRACTIONAL ¼ (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION AS RECORDED IN BOOK 3580, PAGE 24) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DLE FOUR WAY LC)

AND

THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS AND EXCEPT THAT PART TAKEN BY CONDEMNATION IN BOOK 3580, PAGE 426. (Owner(s): DLE FOUR WAY LC)

AND

THE EAST ½ OF THE NE FRACTIONAL ¼ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): DLE FOUR WAY LC)

AND

THE EAST 66.68 ACRES, MORE OR LESS, IN THE N ½ OF THE NE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M. (EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ALONG SECTION LINE 1323.5 FEET TO POINT OF BEGINNING, THENCE SOUTH 347 FEET, THENCE EAST 360 FEET, THENCE NORTH 347 FEET, THENCE WEST ALONG SECTION LINE 360 FEET TO BEGINNING), POLK COUNTY, IOWA, AND EXCEPT THAT PORTION DEEDED TO THE STATE OF IOWA FOR INTERSTATE ROUTE NO. 35 IN A DEED FILED MAY 12, 1964, AND FILED IN BOOK 3599 AT PAGE 637 IN THE RECORDS OF THE POLK COUNTY RECORDER. (Owner(s): UPPER MIDWEST PROPERTIES LLC)

AND

THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 OF SAID SECTION 31, SAID POINT BEING 366 FEET NORTH OF THE E1/4 CORNER OF SAID SECTION 31; THENCE N 0°00' ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' W 282 FEET; THENCE S 0°00' W 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING; AND EXCEPT PARCEL "A" OF THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AS SHOWN BY THE SURVEY FILED OF RECORD JANUARY 12, 2001 AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): PUTCO INC)

AND

AN UNDIVIDED ONE-HALF INTEREST IN THE SW 1/4 OF THE NE FRACTIONAL 1/4 (EXCEPT 2.7 ACRES HIGHWAY AND EXCEPT THE PARCEL LOCATED IN THE SW 1/4 OF THE FRACTIONAL NE 1/4 DEED TO THE STATE OF IOWA FILED JULY 28, 2010 IN BOOK 13519, PAGE 616) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): THRESHOLD OTTER CREEK LLC)

LAYMAN'S DESCRIPTION:

Approximately 439.81 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35.

YOU ARE FURTHER NOTIFIED that the applications for annexation for the above properties are on file with the City of Ankeny City Clerk at 410 West First Street, Ankeny, IA 50023 and may be viewed during normal business hours from 8 AM to 5 PM Monday through Friday.

YOU ARE FURTHER NOTIFIED that Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST (SE 1/4) OF SECTION 31, TOWNSHIP 81N, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, CONTAINING 10.7 ACRES MORE OR LESS EXCEPT PARCEL B AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14009 PAGE 232. (Owner(s): JEFFREY & BETH HOWARD)

AND

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): KATHERINE E MOECKLY TRUST)

AND

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., SAID POINT BEING 366 FEET NORTH OF THE EAST QUARTER CORNER OF SAID SECTION 31; THENCE NORTH 00°00', ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' WEST 282 FEET, THENCE S 0°00' WEST 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS. (Owner(s): MARK W HARRIS)

AND

PARCEL "A" OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AS SHOWN BY THE PLAT OF SURVEY FILED OF RECORD ON JANUARY 12, 2001, AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA; EXCEPT THAT COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE SOUTH 00°00'00"W, 0.44 FEET; THENCE S90°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. (Owner(s): WESTSIDE HOLDINGS JTS LLC)

AND

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23- WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SECTION LINE 1323.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 347.0 FEET; THENCE EAST 360.0 FEET; THENCE NORTH 347.0 FEET; THENCE WEST ALONG THE SECTION LINE 360.0 FEET TO THE POINT OF BEGINNING. (Owner(s): RONALD & BARBARA MEEKER)

AND

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE S00°00'00"W, 0.44 FEET; THENCE S90°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. (Owner(s): DONALD FIX)

LAYMAN'S DESCRIPTION:

Approximately 55.633 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located south of NE 126th Avenue, west of NE 29th Street and east of Interstate 35.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all County road right-of-way to the centerline of the adjacent road and the adjacent full right of way of Interstate 35 lying in section 6-80-23 and in section 31-81-23.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Application for Annexation has been set to commence on the 4th day of **August**, 2025, at 5:30 P.M , in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, at which time and place any person wishing to speak for or against said Application will be given the opportunity to be heard. Written public comments may also be sent to the City Clerk's Office, 410 W First Street, Ankeny, Iowa by 5:00 p.m. on Friday, August 1, 2025.

YOU ARE FURTHER NOTIFIED that a copy of said Applications are on file in the Ankeny City Clerk's office, and may be examined by any interested person during regular business hours.

DATED this 7th day of July 2025.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2025.

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

DENNY ELWELL COMPANY
2401 SE TONES DR STE 17
ANKENY, IA 50021-8886

NOTES

- BEARINGS, DISTANCES AND AREAS SHOWN ARE FROM POLK COUNTY AUDITOR MAPPING AND ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.
- THIS ANNEXATION INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD AND THE ADJACENT FULL RIGHT OF WAY OF INTERSTATE 35 LYING IN SECTION 6-80-23 AND IN SECTION 31-81-23.

AREA

TOTAL: 565.05 ACRES
I-35 ROW: 69.60 ACRES
NET: 495.45 ACRES

PROPERTY OWNERS

	PROPERTY OWNER	AREA	PERCENT	CONSENTING
1	DLE FOUR WAY LC	262.78	53.04%	×
2	PUTCO INC	73.51	14.84%	×
3	UPPER MIDWEST PROPERTIES LLC	66.76	13.47%	×
4	THRESHOLD OTTER CREEK LLC	36.76	7.42%	×
5	JEFFREY & BETH HOWARD	9.03	1.82%	
6	KATHERINE E MOECKLY TRUST	39.93	8.06%	
7	MARK W HARRIS	1.68	0.34%	
8	WESTSIDE HOLDINGS JTS LLC	2.13	0.43%	
9	RONALD & BARBARA MEEKER	2.86	0.58%	
10	DONALD FIX	0.003	0.0006%	
		495.45	TOTAL	88.77%

EXHIBIT 'A'
LEGAL DESCRIPTION

WARRANTY DEED BOOK 16115 PAGE 134 (DLE FOUR WAY LC)
THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL 'C' ON THE PLAT OF SURVEY FILED MARCH 13, 2012 IN BOOK 14193, PAGE 544 IN THE OFFICE OF THE POLK COUNTY RECORDER. ALSO KNOWN AS THE NORTH HALF, THE SOUTHWEST QUARTER, AND PARCEL B IN THE SOUTHEAST QUARTER, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

THE NW FRACTIONAL ¼ OF THE NE FRACTIONAL ¼ (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION AS RECORDED IN BOOK 3580, PAGE 24) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS AND EXCEPT THAT PART TAKEN BY CONDEMNATION IN BOOK 3580, PAGE 426.

AND

THE EAST ½ OF THE NE FRACTIONAL ¼ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

WARRANTY DEED BOOK 14214 PAGE 578 (UPPER MIDWEST PROPERTIES LLC)
THE EAST 66.68 ACRES, MORE OR LESS, IN THE N ½ OF THE NE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M. (EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ALONG SECTION LINE 1323.5 FEET TO POINT OF BEGINNING, THENCE SOUTH 347 FEET, THENCE EAST 360 FEET, THENCE NORTH 347 FEET, THENCE WEST ALONG SECTION LINE 360 FEET TO BEGINNING), POLK COUNTY, IOWA, AND EXCEPT THAT PORTION DEEDED TO THE STATE OF IOWA FOR INTERSTATE ROUTE NO. 35 IN A DEED FILED MAY 12, 1964, AND FILED IN BOOK 3599 AT PAGE 637 IN THE RECORDS OF THE POLK COUNTY RECORDER

WARRANTY DEED BOOK 12267 PAGE 392 & BOOK 12267 PAGE 394 (PUTCO INC)
THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 OF SAID SECTION 31, SAID POINT BEING 366 FEET NORTH OF THE E1/4 CORNER OF SAID SECTION 31; THENCE N 0°00' W 282 FEET; THENCE S 0°00' W 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING; AND EXCEPT PARCEL "A" OF THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AS SHOWN BY THE SURVEY FILED OF RECORD JANUARY 12, 2001 AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS.

WARRANTY DEED BOOK 17233 PAGE 237 & BOOK 17212 PAGE 89 (THRESHOLD OTTER CREEK LLC)
AN UNDIVIDED ONE-HALF INTEREST IN THE SW 1/4 OF THE NE FRACTIONAL 1/4 (EXCEPT 2.7 ACRES HIGHWAY AND EXCEPT THE PARCEL LOCATED IN THE SW 1/4 OF THE FRACTIONAL NE 1/4 DEED TO THE STATE OF IOWA FILED JULY 28, 2010 IN BOOK 13519, PAGE 616) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

WARRANTY DEED BOOK 10280 PAGE 132 (JEFFREY & BETH HOWARD)
THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST (SE 1/4) OF SECTION 31, TOWNSHIP 81N, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, CONTAINING 10.7 ACRES MORE OR LESS EXCEPT PARCEL B AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14009 PAGE 232.

DEED CORRECTED BOOK 10406 PAGE 247 (KATHERINE E MOECKLY TRUST)
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

WARRANTY DEED BOOK 11018 PAGE 568 (MARK W HARRIS)
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., SAID POINT BEING 366 FEET NORTH OF THE EAST QUARTER CORNER OF SAID SECTION 31; THENCE NORTH 00°00', ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' WEST 282 FEET, THENCE S 0°00' WEST 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS

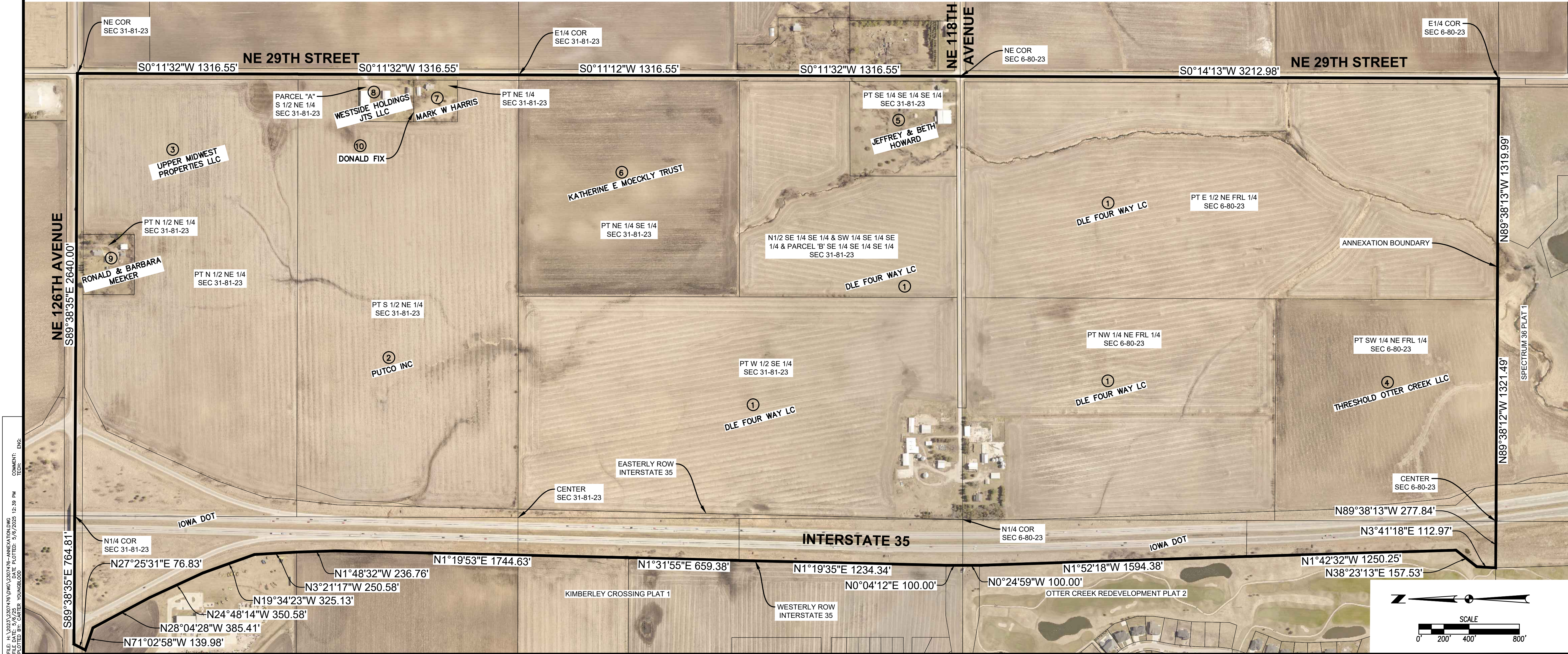
WARRANTY DEED BOOK 18337 PAGE 192 WESTSIDE HOLDINGS JTS LLC)
PARCEL "A" OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AS SHOWN BY THE PLAT OF SURVEY FILED OF RECORD ON JANUARY 12, 2001, AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA; EXCEPT THAT COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE SOUTH 00°00'00"W, 0.44 FEET; THENCE S80°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA

WARRANTY DEED BOOK 5764 PAGE 796 (RONALD & BARBARA MEEKER)
THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23- WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE WEST ALONG THE SECTION LINE 1323.5 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 347.0 FEET; THENCE EAST 360.0 FEET; THENCE NORTH 347.0 FEET; THENCE WEST ALONG THE SECTION LINE 360.0 FEET TO THE POINT OF BEGINNING.

WARRANTY DEED BOOK 6348 PAGE 996 (DONALD FIX)
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N00°00'00"E (ASSUMED), ALONG THE EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 625.56 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00"E CONTINUING ALONG THE SAID SECTION LINE, A DISTANCE OF 0.44 FEET; THENCE N90°00'00"W, 282.0 FEET; THENCE S00°00'00"W, 0.44 FEET; THENCE S90°00'00"E, 282.0 FEET TO THE POINT OF BEGINNING, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA.

INTERSTATE-35 RIGHT-OF-WAY
ALL OF INTERSTATE-35 RIGHT-OF-WAY LYING WITHIN THE NORTH FRACTIONAL HALF OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, AND ALL OF INTERSTATE-35 RIGHT-OF-WAY LYING WITHIN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL BEING IN POLK COUNTY, IOWA.

ALL BEING A PART OF POLK COUNTY, IOWA AND CONTAINING 565.05 ACRES INCLUDING 69.60 ACRES OF INTERSTATE-35 RIGHT-OF-WAY.



FILE: H:\2023\2307476\WMC\2307476-ANNEXATION.DWG
PLOTTER: B3 (CATER YOUNG) 001
COMMENTS: ENG.
DATE: 5/6/2025 12:39 PM

DATE

05/06/2025

04/01/2025

03/31/2025

03/25/2025

03/21/2025

08/26/2024

REVISIONS

REVISED

REVISED

REVISED

REVISED

PREPARED

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: ENGINEER: RDR

DLE FOUR WAY, LC
ANNEXATION MAP

1/1
2307.476

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned One-Half Mile North of NE 36th Street & West of NE Four Mile Drive

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

Property Owner(s): DLE Four Way, LC

Address: 2401 SE Tones Drive, Ste 17, Ankeny, IA 50021

Address: _____

Phone #: 515-964-1587

Signed by: _____

Date: 6/24/2025

Property Owner Signature *

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

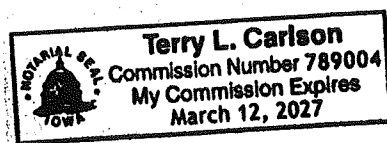
STATE OF IOWA, COUNTY OF POLK, ss

On this 24th day of June, 2025, before me, a Notary Public in and for Polk County, personally appeared Christian Murray, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Terry L. Carlson

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Christian Murray

Address: 2401 SE Tones Drive, Ste 17, Ankeny IA 50021

Phone #: 515-964-1587

Signed by:

Applicant/Contact

Christian Murray, Manager

Name (Print/Type)

Date:

6/24/2025

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

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

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

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

EXHIBIT A

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL "C" ON THE PLAT OF SURVEY FILED MARCH 13, 2012 IN BOOK 14193, PAGE 544 IN THE OFFICE OF THE POLK COUNTY RECORDER. ALSO KNOWN AS THE NORTH HALF, THE SOUTHWEST QUARTER, AND PARCEL B IN THE SOUTHEAST QUARTER, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

THE NW FRACTIONAL $\frac{1}{4}$ OF THE NE FRACTIONAL $\frac{1}{4}$ (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION AS RECORDED IN BOOK 3580, PAGE 24) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

THE WEST $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS AND EXCEPT THAT PART TAKEN BY CONDEMNATION IN BOOK 3580, PAGE 426.

AND

THE EAST $\frac{1}{2}$ OF THE NE FRACTIONAL $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the 1st day of July 2010, by and between **DLE FOUR WAY, L.C.**, (hereinafter called "Owner") and **DENNY ELWELL COMPANY L.C.** (hereinafter called "Agent").

WHEREAS, Owner is the record owner of real estate locally known and legally described in Exhibit A attached hereto (the "Properties").

WHEREAS, Owner and Agent desire to set forth herein their agreement pertaining to their respective obligations for property management services rendered by Agent at the Property.

NOW, THEREFORE, in consideration of the premises set forth herein, **IT IS AGREED** by the parties as follows:

1. **Employment of Manager.** In consideration of the property management services to be rendered by Agent, Owner hereby appoints the Agent to operate and manage the Property. The services of Agent in performing its duties and providing services pursuant to this Agreement shall be for the account of Owner. Owner agrees to be responsible for costs, expenses, and disbursements incurred by Agent under the terms of this Agreement in providing management, operational, and leasing services hereunder. The Agent will not incur any expenses or make any expenditure except as expressly permitted in this Agreement.

Agent shall manage, operate, and maintain the Property at a superior level of management and operation of quality retail buildings which shall include maintaining the buildings in a clean, safe, operable, attractive condition comparable to other like buildings located in the Des Moines metropolitan area. The Agent shall also act in a fiduciary capacity with respect to the proper protection of and accounting for the Owner's assets in respect to the Property of that Agent is in possession or which are subject to the control and management of Agent pursuant to the terms of this Agreement.

2. **Duties of Agent.** The Agent accepts the employment and agrees:

(a) To use its best skills and efforts to serve Owner and to furnish all services required therefore for the management and administration of said Property. Such duties shall include all aspects of tenant relations and CAM administration. Additionally, Agent shall supervise all labor required for the operation and maintenance of said Property;

(b) To report to Owner promptly any conditions or events at, on or about the Property which requires the attention of the Owner thereof;

(c) To keep full, detailed and adequate accounts and records of receipts and disbursements with reference to the Properties: to permit Owner and its representatives to examine the same at any time during business hours; and to render to Owner within twenty-five (25) days after the end of month, an outstanding receivables report and checking account activity report setting forth in reasonable detail all rents and charges received from tenants in the Property, all expenses incurred, and the details of all tenant delinquencies, together with a current occupancy schedule of tenants in the Property. The

specific format and content of this monthly report shall be mutually agreeable by the Owner and Agent and may be modified from time to time with mutual consent.

(d) To cause all of the Agent's employees who handle or are responsible for the rents and revenues from the Property or for payment of expenses from Owner's account to be bonded by a fidelity bond with corporate surety, at Agent's expense; said bond to be in an amount of at least \$ 250,000, applicable to the Property.

(e) To deposit all rental receipts collected for Owner in a separate account maintained by Owner in a national or state institution qualified to engage in the banking business, separate from Agent's other Banking relationships.

(f) To timely file, (as outlined below) 1099-MISC forms as required by Section 6041 (a) of the Internal Revenue Code. If Agent makes direct payments to vendors from the "Operating Account" then the Agent is responsible for filing the 1099-MISC returns for reportable expenses. Agent shall appear as payer on the Form 1099.

Deadlines:	1099 Form to Recipient	January 31
	1099 Magnetic Tape to IRS	February 28

3. **Authority and Powers of Agent.** Owner hereby grants to the Agent the following authority and powers:

(a) Agent shall employ personnel, including but not limited to maintenance personnel of Denny Elwell Company LC who are reasonably required for the daily operation of the Property. All such persons shall be employees of the Agent fully included in Agent's Workers Compensation insurance coverage, evidence of which shall be delivered to Owner upon request. Agent shall designate such duties and pay such reasonable compensation as Agent deems necessary and as is stated in Exhibit "B". The cost of personnel for maintenance and daily operation shall not be charged against the Agent fee hereinafter set forth.

(b) Agent shall make or cause to be made and to supervise all repairs and minor alterations; to do all decorating and to purchase all materials necessary for the maintenance of the Property; to purchase all fuel, supplies, furniture, fixtures and equipment necessary for the operation of such Property; provided always, that the Agent shall obtain Owner's prior written approval on all expenditures in excess of \$1,000.00 for any one item except budgeted, monthly, or recurring operating charges and except emergency repairs necessary to protect the Property from damage.

(c) Agent is specifically authorized to make and enter into contracts, competitively negotiated, in the name of Owner for terms not to exceed one year for public utilities, elevator maintenance, window cleaning, rubbish and garbage disposal, towel service, and other services as the Agent shall deem advisable. Owner agrees to assume the obligation of any such contracts that are still in effect at the termination of this Agreement so long as the obligations of Owner under such contracts are budget items approved by Owner. Owner shall have the right to approve or reject any vendor or provider of services engaged by Agent for the Property.

(d) Agent shall make disbursement for: sales taxes, utilities, maintenance costs, commissions and all expenses connected with management and operations of the Property within budget guidelines including where applicable, insurance premiums, property taxes and mortgage costs.

(e) Agent shall submit to Owner on or before November 30th of each calendar year, a proposed budget for the period of January 1 through December 31 of the following calendar year (the "Operating Budget"). This budget would be prepared on a monthly cash basis, setting forth the estimated income and operating expenses of the property (including the management fee), and any recommended capital expenditures or other non-recurring items.

4. **Management and Administration Fees.**

(a) In consideration of performance by Agent of its duties hereunder, Owner shall pay to Agent a fee for management and administration as stated in Exhibit "B". This fee is designed to be all inclusive for all aspects of the management, supervision and administration of the property; including all overhead and administrative costs of the Agent and Agent's profit.

5. **Term; Termination.**

(a) This Agreement shall be for an initial term commencing on the date hereof and terminating on December 31, 2010, but automatically renewable thereafter for successive twelve (12) month periods without further action by the parties, unless terminated with respect to any succeeding twelve (12) month period by not less than ninety (90) days' written notice given to the other party.

(b) Notwithstanding anything to the contrary set forth herein, except as otherwise provided, in the event Owner or Agent shall default with respect to any covenant, term, or provision of this Agreement, and the same shall not be cured or corrected within thirty (30) days following the receipt of written notice from the non-defaulting party specifying the nature of such default, the party not in default may terminate this Agreement. Upon ten (10) days written notice, Owner may elect to terminate this Agreement for "Cause" as defined hereafter, provided that Owner may terminate this agreement immediately, without notice and time to cure in the event Agent commits fraud against Owner or be convicted of an illegal act or misappropriates funds of Owner (acts by Agent and employees constituting acts of Agent). No fee shall be payable because of the termination of this Agreement.

(c) For purposes of this Agreement "Cause" shall mean the occurrence of any of the following:

- (1) Any default, by Owner or Agent, which is not cured or corrected in accordance with the provisions of Section (b) above.
- (2) **Termination by Bankruptcy:** If a petition for bankruptcy reorganization or rearrangement is filed under state or federal insolvency statutes by or

against Agent or Owner, or either party shall make an assignment for the benefit of creditors or take advantage of any insolvency act, then the party not seeking credit or relief may terminate this Agreement upon ten (10) days written notice to the other party.

- (3) **Fraud:** In the event Agent should commit fraud against Owner or be convicted of an illegal act or misappropriate funds of Owner.
- (4) **Confidentiality:** In the event Agent breaches its duty of confidentiality with respect to Owner's business or the operating and management of the Property.

(d) Upon the termination of this Agreement, Agent shall promptly and in no event later than ten (10) days following the date of termination:

- (1) **Deliver Records.** Deliver to Owner, or such other person or persons designated by Owner, copies of all books and records of the Property and all funds in the possession of Agent belonging to Owner or received by Agent pursuant to the terms of this Agreement.
- (2) **Assignment.** Assign, transfer or convey to such person or persons as may be designated by Owner all service contracts and personal property relating to or used in the operation and maintenance of the Property except any personal property which was paid for and is owned by Agent.
- (3) **Termination of Obligations; Rights to Compensation.** Upon any termination pursuant to this Section 5, the respective obligations of the parties hereto shall cease as of the date specified in the notice of termination provided Agent shall be entitled to receive any and all compensation which may be due Agent hereunder at the time of such termination or expiration.
 - a. Such compensation shall include any fees set forth (whether Management Fees or otherwise) prorated to the date of termination.

(e) Agent shall, within forty-five (45) days of the date of expiration or termination of this Agreement, deliver to Owner the following:

- (1) An accounting reflecting the balance of income and expenses of the Property to the date of termination or expiration of the Agreement.
- (2) Any balance of monies of Owner then held by Agent.
- (3) All executed leases, receipts for deposits, insurance policies, unpaid bills, correspondence and other documents, books and records, which are the property of Owner in the possession of Agent.

Agent shall warrant that the property management reports and documents given to Owner are accurate and complete.

6. **Indemnification.**

(a) Owner agrees to indemnify and hold Agent and its directors, officers, employees, agents, and affiliates harmless against any and all damages, including but not limited to, attorney's fees and court costs incurred in defending any action seeking the award of such damages, incurred by Agent resulting from: (1) any failure of Owner to comply with the covenants or agreements of Owner hereunder, (2) Owner's failure or refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority, (3) any latent building defects or other defect or dangerous condition which a visual inspection would fail to disclose or any unsafe or dangerous condition or characteristic of the Property resulting from the design or initial construction of the Property, (4) Agent acting under the specific written direction of Owner, (5) any defects with respect to the Property which Agent has disclosed to Owner in writing and requested Owner's permission to correct or rectify, and (6) the negligent or willful acts or omission of Owner, its directors, officers, employees and agents; provided, however, that Owner shall have no obligation to indemnify Agent for the negligent acts or omissions or willful misconduct of Agent, its directors, officers, employees, or agents.

(b) Agent agrees to indemnify and hold Owner and its directors, officers, employees, agents, and affiliates harmless against any and all damages, including, but not limited to, attorney's fees and court costs incurred in defending any action seeking such damages, incurred by Owner resulting from: (1) any failure of Agent to comply with the covenants or agreements of Agent hereunder, (2) Agent's failure or refusal to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority, (3) any latent building defects or other conditions with respect to the Property which Agent discovers and fails to disclose to Owner in order for Owner to correct or rectify the defect or condition, (4) Owner acting under the specific written direction of Agent, (5) the negligent or willful acts or omissions of Agent, its directors, officers, employees and agents; provided however that Agent shall have no obligation to indemnify Owner for the negligent acts or omissions or willful misconduct of Owner, its directors, officers, employees or agents, and (6) claims made by Agent's employees for injuries sustained in the performance of their duties to the extent not caused by Owner's negligent acts or omissions or willful misconduct of Owner, its directors, officers, employees or agents.

(c) Owner and Agent shall notify each other within twenty-four (24) hours in the event Owner or Agent receives notice of any claim, loss, damage, or injury.

(d) Neither Owner nor Agent shall take any action which might bar the other party from obtaining protection afforded by any insurance policy Owner or Agent may hold.

(e) Agent agrees that Owner shall have the right, at its option, to conduct the defense of any claim, demand or suit within the limits prescribed by the Owner's insurance policy or

policies, but Agent shall retain the right to defend and allow its insurers to defend under Agent policies.

(f) The indemnity herein set forth is for the sole and exclusive benefit of Agent and is not assignable to, nor shall inure to the benefit of, by subrogation or otherwise, any third party, including but not limited to any party providing insurance coverage to either Owner or Agent.

7. Bank Accounts and Funding by Owner.

(a) Owner has established the demand deposit account described in Exhibit "C" attached hereto ("Owner's Account"). Owner and Agent shall notify the tenants of space in the building to deposit all gross rental payments required under the leases in the Owner's Account.

(b) Agent will establish the demand deposit account described in Exhibit "C" attached hereto (the "Operating Account"). On or before the fifteenth (15th) day of each month during the term of this Agreement, Owner shall transfer an amount from the Owner's Account to the Operating Account, which amount shall be equal to the current cash required to fund the common area maintenance ("CAM") expenses including payment fees and recommended capital expenditures shown for such calendar month on the Operating Budget then in effect.

(c) If the funds deposited by Tenants in the Owner's Account fall short of funding the CAM and other expenses shown on the Operating Budget for any month, Owner shall advance necessary funds based on the approved Operating Budget. If additional expenditures are approved by Owner after approval of the year's Operating Budget, Owner agrees to advance to Agent the funds so required to pay the expenditures authorized within fourteen (14) days of Agent's written notification to Owner. It is understood and agreed that Agent shall not be expected to advance its funds to pay obligations approved by Owner with respect to the Property.

(d) After funding the amounts payable by Owner to the Operating Account pursuant to Paragraphs 7(b) and (c) hereof, Owner shall fund from the Owner's Account all debt service with respect to financing for the Property; all property tax payments or payments to an escrow account with respect to such property tax payments, and subject to reconciliation of the Operating Account with the actual amounts of CAM expenses, management fees payable to the Agent, and capital expenditures paid or payable with respect to the Property. Owner's net cash flow with respect to the Property shall be distributed as directed by the Owner as the Owner, in its sole discretion, deems appropriate.

8. Miscellaneous.

(a) Agent shall have full authority to execute new leases, and to modify or cancel any existing leases. Agent shall obtain and maintain from tenants, certifications and reports required by the financing of the Property.

(b) Owner hereby designates Christian M. Murray as its representative to whom all notices, statements and from whom Agent may accept instruments and directives relative to the Property. Owner reserves the right to change its designated representatives at any time by written notice thereof to the Agent.

(c) Any notice required under the terms herein shall be deemed given upon placing of it by Certified Mail, postage prepaid, and addressed to the address designated below. Said address may be changed by either party at the last designated address of the other party as provided herein.

AGENT

Denny Elwell Company, L.C.
2401 SE Tones Drive, Suite 17
P. O. Box 187
Ankeny, IA 50021
Attn: Chris Murray

OWNER

DLE Four Way, L.C.
2401 SE Tones Drive, Suite 17
P.O. Box 187
Ankeny, Iowa 50021
Attn: Chris Murray

(d) This Agreement and all rights hereunder shall not be assignable by Agent. Subject to the foregoing limitations on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Agreement, a reference is made to any of the parties hereto; such reference shall be deemed to include a reference to the successors and assigns of such parties.

(e) By execution of this Agreement, Agent certifies that it is not in violation of any laws, ordinances, governmental rules or regulations to which it is subject and has all licenses, permits, franchise or other governmental authorizations necessary for the ownership and operation of its business and will remain in compliance with the above-specified items during the term of the Agreement.

(f) Agent is a limited liability company organized, validly existing and in good standing under the law of the State of Iowa and has all requisite power and authority to execute and perform this Agreement and the execution hereof has been duly authorized.

(g) This Agreement shall be governed by and construed in accordance with the law of the State of Iowa.

(h) In the event one or more provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

(i) The pronouns used in this Agreement that referred to Agent shall be understood and construed to apply whether the Agent be an individual, partnership, corporation or an individual or individuals doing business under a firm or trade name.

(j) Any amendments, additions or deletions to this Agreement shall be null and void unless made by the parties in writing.

(k) All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(l) Agent represents and warrants that it is qualified to manage the Property and perform all obligations assumed by Agent hereunder. Owner represents that it has clear title to the property or necessary authority and it is able to contract this management and leasing agreement.

(m) This Agreement supersedes and takes the place of any and all previous management agreements for the Property entered into between the parties hereto.

(n) For the term of this Agreement, and for two (2) years after its expiration or other termination, Owner agrees not to employ, either directly or indirectly, any employee of Agent engaged in providing property management services.

(o) In the event Owner shall lease the space within Property, Agent shall be engaged to act as the listing broker. The commission associated with this will be designated as described on Exhibit B, attached hereto and made a part of.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:
DLE FOUR WAY, L.C.

By: 
Name: Dennis L. Elwell
Title: Manager

AGENT:
DENNY ELWELL COMPANY L.C.

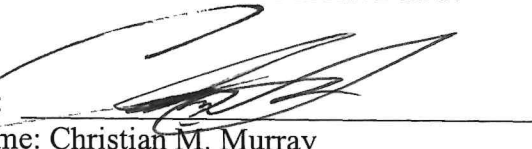
By: 
Name: Christian M. Murray
Title: President and CEO

EXHIBIT A
PROPERTY DESCRIPTION

Legal Description: That part of 69 Olmsted Place; Tax Parcel #312-02214-002-000

Local Address: 7001 Douglas Avenue, Urbandale, Iowa 50322;

Legal Description: Lot 120 and except the West 60' of Lot 121 Highland Park Acres, City of Des Moines, Polk County, Iowa; Tax Parcel #270-01519-000-000

Local Address: 4771 NW 2nd Street, Des Moines, Iowa 50313;

Legal Description: Parcel B of Book 8708 Page 694 Lot 1 Interstate Business Park, City of Urbandale, Polk County, Tax Parcel #312-01042-301-004

Local Address: 11401 Meredith Drive, Urbandale, Iowa 50322;

Legal Description: Parcel A of Lot 5 less .4 acres of road easement in Foxbilt Place, City of Des Moines, Polk County, Iowa; Tax Parcel #270-01094-003-005

Local Address: 2020 NE 46th Avenue, Des Moines, Iowa;

Legal Description: That part of Parcel F NE ¼ 13-79-24, Des Moines, Polk County, Iowa; Tax Parcel #270-00311-003-005

Local Address: 5330 NE 22nd Street, Des Moines, Iowa;

Legal Description: Lots 5 and 6 Blacks Addition and West 10' Lot 4 Block 2, City of Ames, Story County, Iowa

Local Address: 222 Lincoln Way, Ames, Iowa;

Legal Description: Lots 14 and 23 Westgate Business Park Plat 2, City of Waukee, Dallas County

Local Address: 750 SE Alices Road, Waukee, Iowa;

Legal Description: Lot 1 Clark Street Properties, Plat 1, Clive, Polk County, Iowa

Local Address: 1649 NW 86th Street, Clive, Iowa 50325;

Legal Description: Except the North 25.5 ' of Lots 21, 22 and 23 Block 2 Rodgers Place; and except beginning 33' West of N ¼ corner then South 189.9' West 11.5' N 99' NW along the curve 56.4' West 49' N 50.5' East to point of beginning, West 100' E 133' N 189.9' NW ¼ 33-78-24; Parcel No. 120-07334-002-000

Local Address: 904 Army Post Road, Des Moines, Iowa 50315;

Legal Description: BEG S 89°44'20" W 50' & S 0°02'38" E 899.59' FR NE COR 20-1-1, SLM; S 89°44'40" W 400'; S 00°02'38" E 300'; N 89°44'40" E 400'; N 00°02'38" W 300' TO BEG. LESS STREET 2.58 AC. 5440-1888 8408-5134 8550-5968 9075-2926

Local Address: 2221 South 3270 West, West Valley City, Utah;

Legal Description: Lot 12 Block 17 Bayliss & Palmer Addition, City of Council Bluffs, Pottawatomie County

Local Address: 1824 West Broadway, Council Bluffs, Iowa;

Legal Description: Parcel I NW ¼ 1998-5527 2008-01065

Local Address: 431 Lake Blvd., Muscatine, Iowa;

Legal Description: Amended Unit A of West Point Business Park Condominium

Local Address: 3930 West Cavalry Court, Lincoln, Nebraska;

Legal Description: Lot 1 Windfield Commercial Plat 1, Waukee, Dallas County, Iowa

Local Address: 30 East Highway 6, Waukee, Iowa;

Legal Description: -EX BEG 347.98F E & 224.8F NW OF SW COR OF SEC THN NW 14.05F N 163.35F E 10F S 173.39F TO POB- & -EX BEG 347.98F E & 62.98F NW OF SW COR OF SEC THN NW 22.53F SE 229.71F S 6.67F W 213.69F TO POB- LOT 1 CROSSROADS PLAT 3 AND ALL OF LOT 7 PLAT 3

Local Address: 1905 SE 37th and 3600 SE Crossroads Drive, Grimes, Iowa;

Legal Description: ALL LOTS 1 THRU 8 & VAC E/W ALLEY LYG S & ADJ LOTS 1 THRU 17 & ALL LOTS 10 THRU 18 & ALL VAC ALLEY LYG E & ADJ LOT 18 DRAKE UNIVERSITY 3RD ADD

Local Address: 2300 University Avenue, Des Moines, Iowa;

Legal Description: Lots 34 thru 37 Drake University 3rd Addition, Des Moines, Polk County, Iowa

Local Address: 1156 23rd Street, Des Moines, Iowa;

Legal Description: That part South of the right of way B & Q ry Lot 49 less road Brooks & Cos Add, Des Moines, Polk County, Iowa

Local Address: 1422 Scott Street, Des Moines, Iowa;

Legal Description: Legal Description: Lot 1 Waters Edge Commercial Plat 1, Pleasant Hill, Polk County, Iowa

Local Address: 4420 East University, Pleasant Hill, Iowa;

Legal Description: Except parcels A & B East 106' West 116' North 160' & -ex North 160'- East 87' West 97' Lot 2 and all of Lots 3 and 4 Hurds Hickory Heights Plat 8, Pleasant Hill, Polk County, Iowa

Local Address: 5191 Maple Drive, Pleasant Hill, Iowa

EXHIBIT B
AGENT COMPENSATION

B.1 As compensation for the negotiation and consummation of leases executed by Owner covering portions of the Property. Owner shall pay to Agent upon commencement of the Lease or execution of the renewal or expansion the following additional fees, calculated on base rent:

2% on all new space;

4% on existing-previously occupied space;

6% on existing-previously occupied space that has been vacant for more than 1 year.

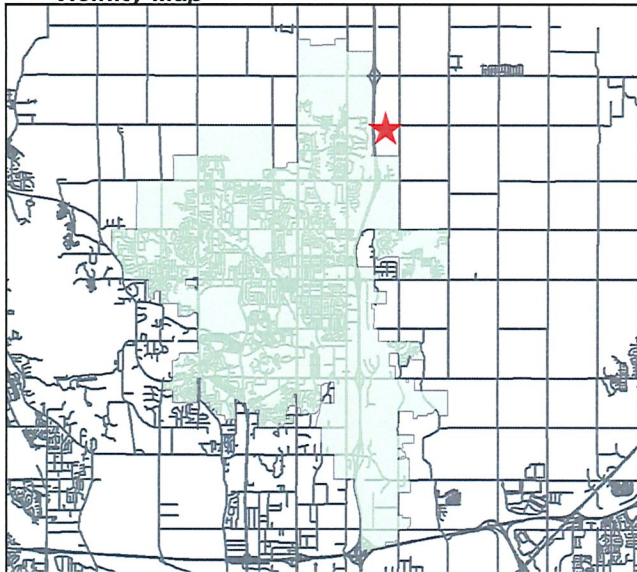
All transactions will pay a minimum of \$200.00.

Transactions involving an outside Broker are subject to additional costs.

B.2 As compensation for the negotiation and consummation of a sale of Property. Owner shall pay to Agent upon closing the following additional fees:

2% of full purchase price.

Vicinity Map



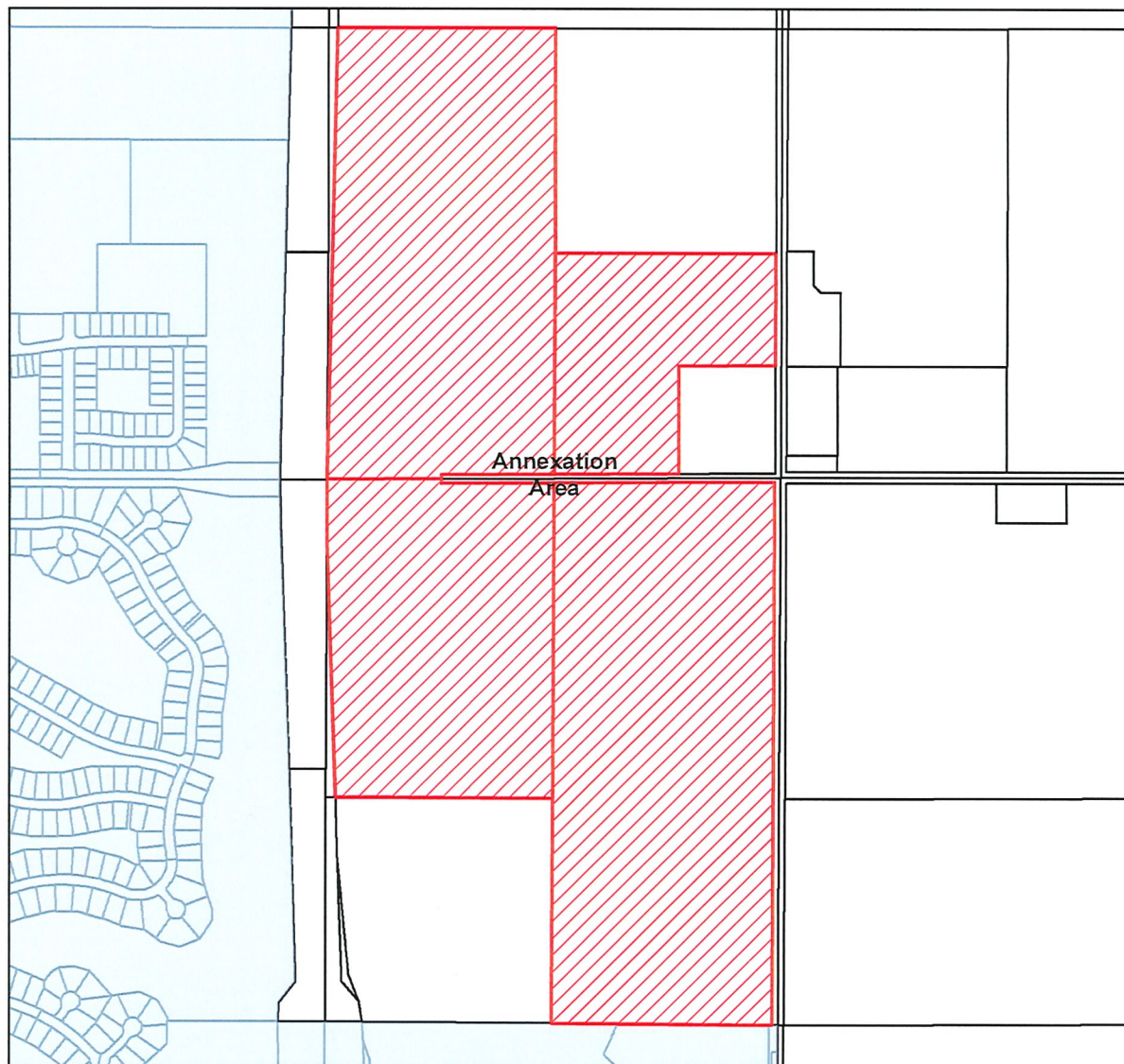
LEGAL DESCRIPTION

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS PARCEL "C" ON THE PLAT OF SURVEY FILED MARCH 13, 2012 IN BOOK 14193, PAGE 544 IN THE OFFICE OF THE POLK COUNTY RECORDER. ALSO KNOWN AS THE NORTH HALF, THE SOUTHWEST QUARTER, AND PARCEL B IN THE SOUTHEAST QUARTER, ALL IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND
THE NW FRACTIONAL ¼ OF THE NE FRACTIONAL ¼ (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION AS RECORDED IN BOOK 3580, PAGE 24) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND
THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS AND EXCEPT THAT PART TAKEN BY CONDEMNATION IN BOOK 3580, PAGE 426.

AND
THE EAST ½ OF THE NE FRACTIONAL ¼ OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, SUBJECT TO LEGALLY ESTABLISHED HIGHWAYS.



1 inch = 1,000 feet

Annexation Map

PROPERTY OWNER(S):
DLE FLOUR WAY, LC

City of Ankeny

**DLE Four Way LLC
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department
Drawn By: JH
Checked by:
Date: April, 23 2025

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned One-Quarter Mile South of NE 126th Avenue & West of NE Four Mile Drive

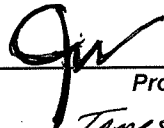
Legal Description (if necessary, provide attachment) See attached Exhibit A

Property Owner(s): Putco, Inc

Address: 5701 NE 22nd Street, Des Moines, IA 50313

Address: _____

Phone #: 515-964-1587

Signed by:  Date: 6/25/2025

Property Owner Signature *
JAMES P. ELLWELL
Name (Print/Type)

Property Owners Signature Date: _____

Name (Print/Type)

Property Owners Signature Date: _____

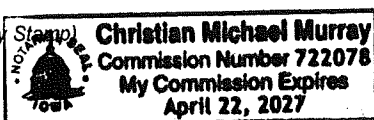
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 25th day of JUNE, 2025, before me,
a Notary Public in and for Polk County, personally appeared
JAMES P. ELLWELL, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Same as Owner

Address: _____

Phone #: _____

Signed by: _____ **Date:** 6/25/2025

 **Applicant/Contact**

Name (Print/Type)

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

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

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

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

EXHIBIT A

THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 OF SAID SECTION 31, SAID POINT BEING 366 FEET NORTH OF THE E1/4 CORNER OF SAID SECTION 31; THENCE N 0°00' ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' W 282 FEET; THENCE S 0°00' W 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING; AND EXCEPT PARCEL "A" OF THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AS SHOWN BY THE SURVEY FILED OF RECORD JANUARY 12, 2001 AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS.



CHESTER J. CULVER
Secretary of State
State of Iowa

172795
STATEMENT OF CHANGE
OF REGISTERED OFFICE
AND/OR
REGISTERED AGENT

Pursuant to Iowa law, the undersigned submits this Statement to change the business entity's registered office and/or registered agent in Iowa. Read the INSTRUCTIONS on the back of this form before completing the information and signing below.

1. The NAME of the business entity is: Putco, Inc.

2. The street address of the **CURRENT** registered **OFFICE** as indicated on the Secretary of State's records is:
2401 SE Tones Dr. #9 Ankeny, IA 50021

street

city

state

zip

3. The street address of the **NEW** registered **OFFICE** is:

216 W. 1st Street Story City, IA 50248

street

city

state

4. The name of the **CURRENT** registered **AGENT** as indicated on the Secretary of State's records is:

Dennis L. Elwell

(If more than one AGENT is registered, indicate which one is being replaced.)

5. The name of the **NEW** registered **AGENT** is: James P. Elwell

6. If the **REGISTERED AGENT** has changed, the **NEW** Registered Agent must sign here, consenting to their appointment, or attach their written consent to this form.

Signature of NEW Registered Agent

Complete **ONLY** if the Registered Agent changes.

7. If the **REGISTERED AGENT** changes the street address of their business office on this form, the Registered Agent must sign here indicating that NOTICE of the change has been given to the business entity.

Signature of Registered Agent

Complete **ONLY** if the Registered Agent changes the street address of their business office.

8. After any/all change(s) are made, the street address of the registered office and the street address of the registered agent will be identical.

9. Signature by authorized* representative:

*See instruction #9 on back

PRINT Name and Title: James P. Elwell, President

Name and Title

(8)

FILED
IOWA
SECRETARY OF STATE
1-10-2006
1:25 PM
W448309



Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Date **4/16/2024 10:48 AM**
Corp No **172795**
Cert No **A24172795**

Iowa 2024 Biennial Report for an Iowa Corporation

Required by Iowa Code Chapter 490.1621

PUTCO, INC.

Name of the Corporation

Registered agent and registered Office

JAMES P ELWELL

Full Name

5701 NE 22ND ST

Address1

Address2

DES MOINES

City

IA

State

50313

Zip

USA

Country

Mailing Address of the Registered Office, if different from its street address

Address1

Address2

City

State

Zip

Country

The corporation has no officers: ☐

The corporation has no directors: ☐

Officers

President Secretary Treasurer Director

Officer Type

JAMES P ELWELL

Full Name

5701 NE 22ND STREET

Address1

Address2

DES MOINES

City

IA

State

50313

Zip

USA

Country

Street Address of the Principal Office of the Corporation

5701 NE 22ND STREET

Address1

Address2

DES MOINES

City

IA

State

50313

Zip

USA

Country

Mailing Address of the Principal Office of the Corporation, if different from its street address

Address1

Address2

City

State

Zip

Country

Yes

Does the corporation hold an interest in agricultural land in Iowa?

No

Is the corporation a "family farm corporation?"

Signature

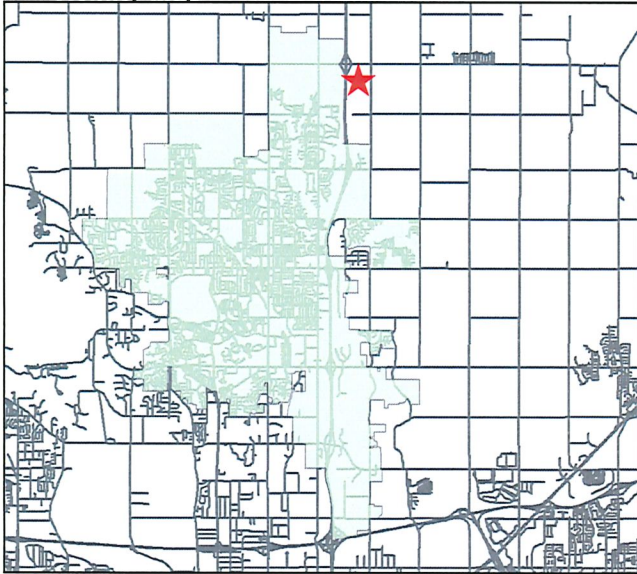
JENNIFER M LIGOURI

Authorized Person

04/16/2024 10:45:49

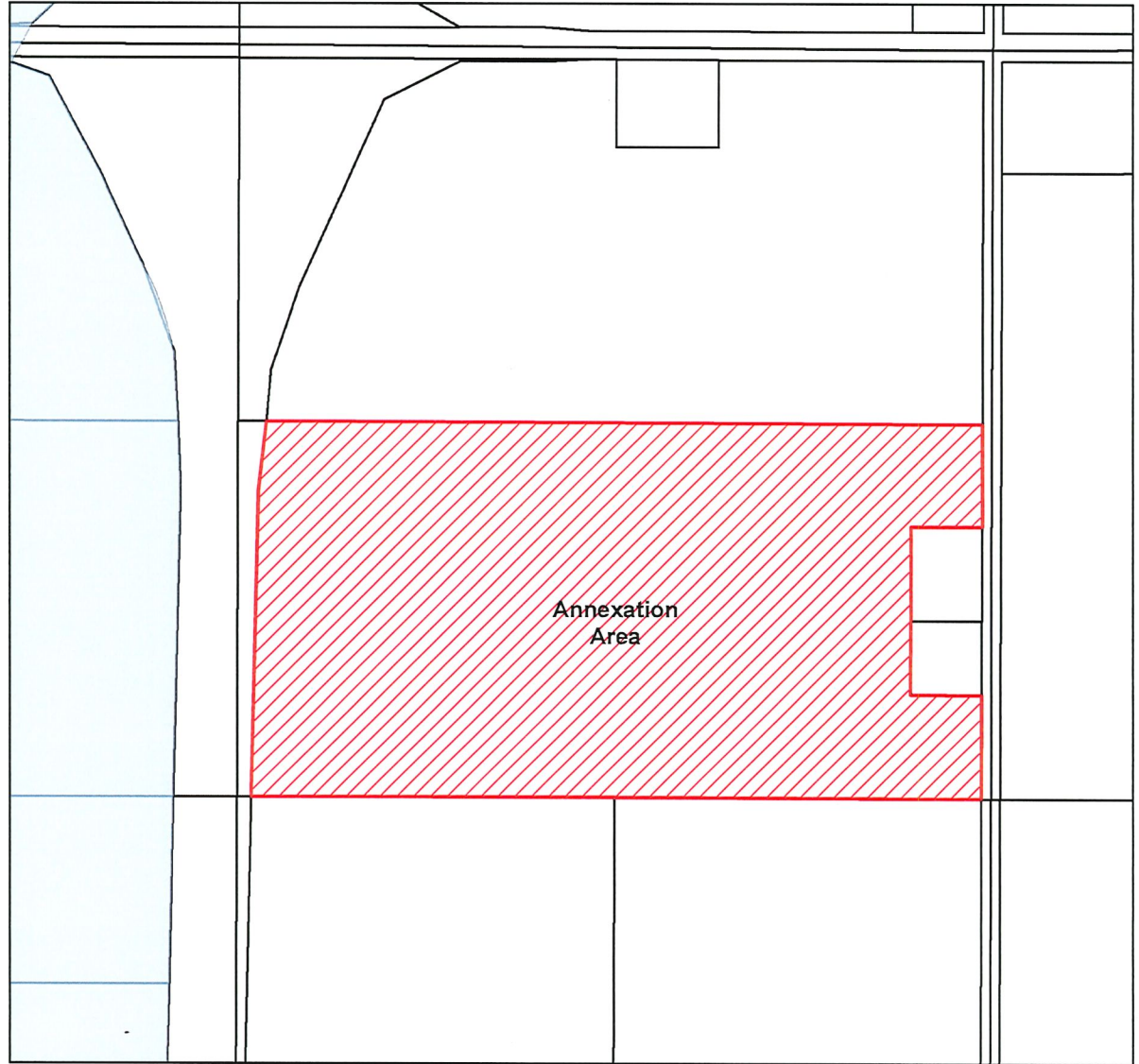
Date

Vicinity Map



LEGAL DESCRIPTION

THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THAT PART THEREOF DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF THE NE1/4 OF SAID SECTION 31, SAID POINT BEING 366 FEET NORTH OF THE E1/4 CORNER OF SAID SECTION 31; THENCE N 0°00' ALONG THE SECTION LINE 260 FEET; THENCE N 90°00' W 282 FEET; THENCE S 0°00' W 260 FEET; THENCE N 90°00' E 282 FEET TO THE POINT OF BEGINNING; AND EXCEPT PARCEL "A" OF THE S1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; AS SHOWN BY THE SURVEY FILED OF RECORD JANUARY 12, 2001 AT BOOK 8681, PAGE 220 OF THE POLK COUNTY RECORDER AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS.



1 inch = 600 feet

Annexation Map

PROPERTY OWNER(S):
PUTCO INC

City of Ankeny

**DLE Four Way LLC
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: April, 23 2025



ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned -EX W 360F E 1323.5 N 347F- N 1/2 NE 1/4 LESS INST 35 ROW 9.8A & 3.16A RD SEC 31-81-23

Legal Description (if necessary, provide attachment) _____
SEE ATTACHED EXHIBIT 'A'

Property Owner(s): UPPER MIDWEST PROPERTIES LLC

Address: 317 6TH AVE STE 300- 505 5th Ave., Ste 1005

Address: DES MOINES, IA 50309-4127 - 2362

Phone #: 515-243-8157

Signed by: Eugene E. Olson, Manager **Date:** November 18, 2024
Property Owner Signature *

Eugene E. Olson
Name (Print/Type)

Property Owners Signature

Name (Print/Type)

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

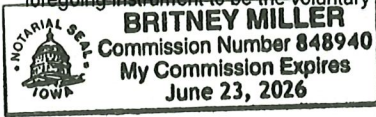
On this ____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this 18th day of November, 2024 before me, a Notary Public in and for Polk County, personally appeared Eugene E. Olson Manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Eugene E. Olson as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



(Notary Stamp)

Notary Public in and for Polk County, Iowa

Britney Miller

Applicant / Contact SAME AS OWNER

Address: _____

Phone #: _____

Signed by: _____ **Date:** _____

Applicant/Contact

Name (Print/Type)

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

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

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

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

EXHIBIT A

THE EAST 66.68 ACRES, MORE OR LESS, IN THE N ½ OF THE NE1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M. (EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ALONG SECTION LINE 1323.5 FEET TO POINT OF BEGINNING, THENCE SOUTH 347 FEET, THENCE EAST 360 FEET, THENCE NORTH 347 FEET, THENCE WEST ALONG SECTION LINE 360 FEET TO BEGINNING), POLK COUNTY, IOWA, AND EXCEPT THAT PORTION DEEDED TO THE STATE OF IOWA FOR INTERSTATE ROUTE NO. 35 IN A DEED FILED MAY 12, 1964, AND FILED IN BOOK 3599 AT PAGE 637 IN THE RECORDS OF THE POLK COUNTY RECORDER

4/33277

CERTIFICATE OF ORGANIZATION
OF
UPPER MIDWEST PROPERTIES, L.L.C.

12 MAR 15 AM 9:04

SECRETARY OF STATE
IOWA

2/15/12 DJC 00 \$50.00 CORG 601841

**TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:**

The undersigned, desiring to form a limited liability company under the Revised Uniform Limited Liability Company Act (the "Act"), does sign, verify and deliver to the Secretary of State of the State of Iowa this Certificate of Organization for filing:

ARTICLE I
NAME OF COMPANY

The name of the limited liability company shall be **Upper Midwest Properties, L.L.C.**

ARTICLE II
ADDRESS OF INITIAL REGISTERED OFFICE OF LIMITED LIABILITY COMPANY

The street address which is also the mailing address of the limited liability company is:

317 6th Avenue, Suite 300
Des Moines, Iowa 50309

ARTICLE III
REGISTERED AGENT FOR SERVICE OF PROCESS

The name of the registered agent for service of process is Eugene E. Olson.

ARTICLE IV
REGISTERED AGENT'S OFFICE FOR SERVICE OF PROCESS

The address of the registered agent's office for service of process is 317 6th Avenue, Suite 300, Des Moines, Iowa 50309.

Date 3-15-12 2.

FILED
IOWA
SECRETARY OF STATE

3-15-12
9:04 PM
W778615



Eugene E. Olson
Eugene E. Olson, Organizer

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED
Date 1/16/2023 10:07 AM
Corp No 433277
Cert No FT0232678

Change of Registered Office

UPPER MIDWEST PROPERTIES, L.L.C.

The name of the business entity is

The current registered agent/office as indicated on the Secretary of State's records is

EUGENE E OLSON

Full Name

317 6TH AVE STE 300

Address1

Address2

DES MOINES

City

IA

State

50309

Zip

USA

Country

The street address of the new registered office is

EUGENE E OLSON

Full Name

505 5th Avenue

Address1

Suite 1005

Address2

Des Moines

City

IA

State

50309

Zip

USA

Country

If the registered agent changes the street address of their business office, the registered agent must sign here indicating that notice has been given to the business entity.

Eugene E. Olson

Current Agent

01/16/2023 10:07:44

Date

Signature by authorized representative

Eugene E. Olson

Authorized Person

01/16/2023 10:07:44

Date

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Date **1/23/2025 09:53 AM**
Corp No **433277**
Cert No **A25433277**

Iowa 2025 Biennial Report for an Iowa Limited Liability Company

Required by Iowa Code Chapter 489.209

UPPER MIDWEST PROPERTIES, L.L.C.

Name of the limited liability company

Registered agent and registered Office

EUGENE E OLSON

Full Name

505 5TH AVENUE

Address1

SUITE 1005

Address2

DES MOINES

City

IA

State

50309

Zip

USA

Country

Name(s) of all active protected series associated with this Series LLC (If this is not a Series LLC this box will remain blank.)

Principal Office

505 5TH AVENUE

Address1

SUITE 1005

Address2

DES MOINES

City

IA

State

50309

Zip

USA

Country

No

Does the limited liability company hold an interest in agricultural land in Iowa?

No

Is the limited liability company a "family farm limited liability company"?

Report must be signed by a person authorized by the company.

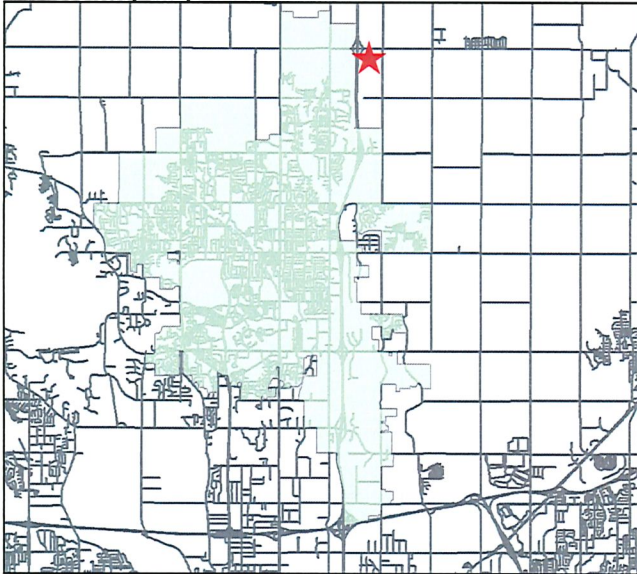
Eugene E. Olson

Authorized Person

01/23/2025 09:50:15

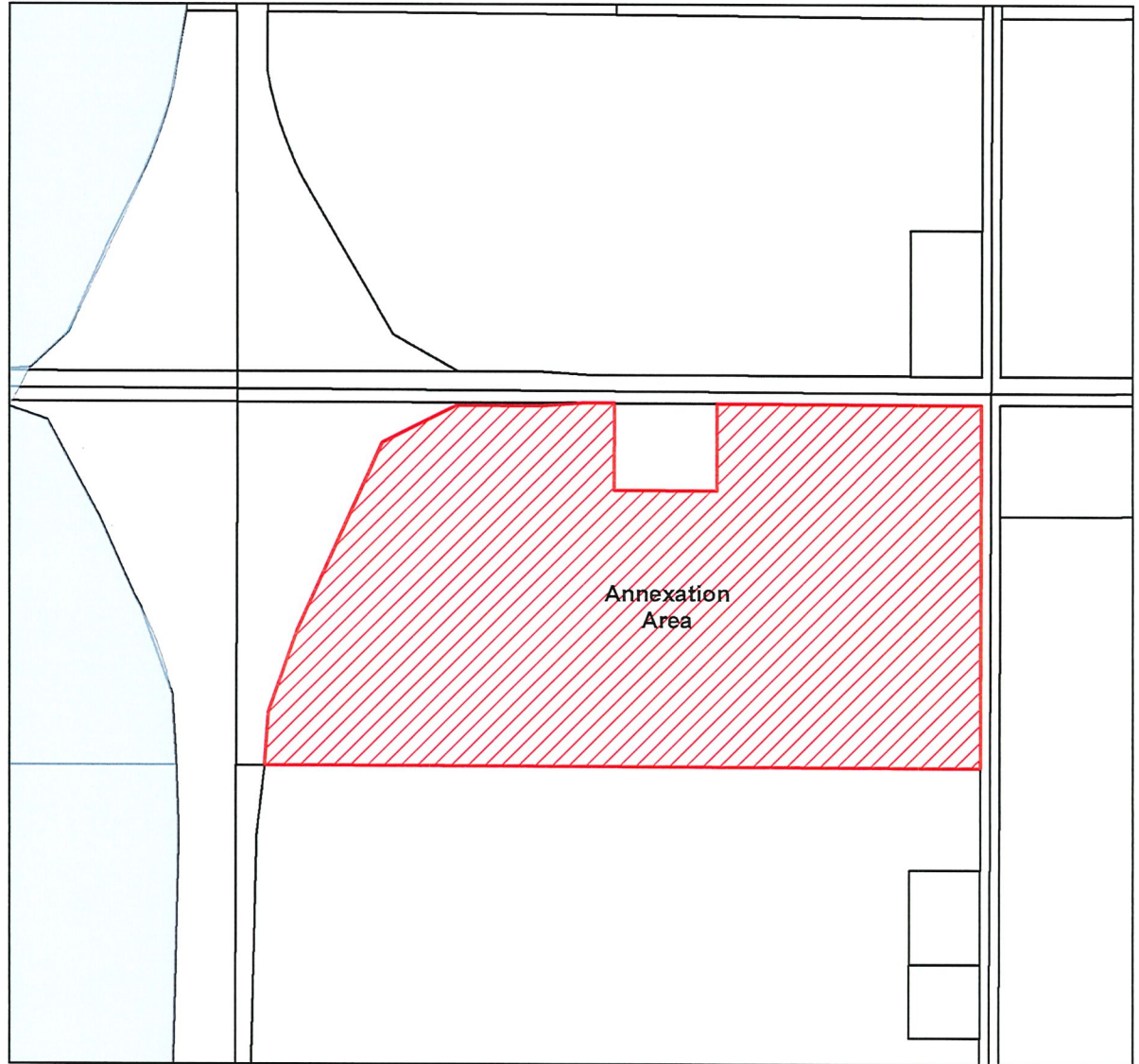
Date

Vicinity Map



LEGAL DESCRIPTION

THE EAST 66.68 ACRES, MORE OR LESS, IN THE N ½ OF THE NE¼ OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M. (EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE WEST ALONG SECTION LINE 1323.5 FEET TO POINT OF BEGINNING, THENCE SOUTH 347 FEET, THENCE EAST 360 FEET, THENCE NORTH 347 FEET, THENCE WEST ALONG SECTION LINE 360 FEET TO BEGINNING), POLK COUNTY, IOWA, AND EXCEPT THAT PORTION DEEDED TO THE STATE OF IOWA FOR INTERSTATE ROUTE NO. 35 IN A DEED FILED MAY 12, 1964, AND FILED IN BOOK 3599 AT PAGE 637 IN THE RECORDS OF THE POLK COUNTY RECORDER



1 inch = 600 feet

Annexation Map

PROPERTY OWNER(S):
UPPER MIDWEST PROPERTIES LC

City of Ankeny

**DLE Four Way LLC
Annexation**

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Sheet No.
1 of 1

Checked by:

Date: April, 23 2025

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned East of Interstate 35, approximately 1/2 mile north of NE 36th St

Legal Description (if necessary, provide attachment) See Attached

Property Owner(s): Threshold Otter Creek, LLC

Address: 7049 Vista Drive

Address: West Des Moines, Iowa 50266-9311

Phone #: _____

Signed by: _____

*Property Owner Signature **

Brian Martin

Name (Print/Type)

Date: 12/23/24

Date: _____

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

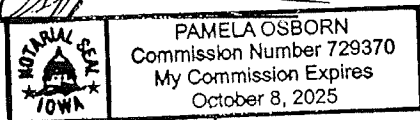
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 23 day of December, 2024, before me,
Notary Public in and for Polk County, personally appeared
Brian Martin, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this 23 day of December, 2024, before me, a Notary Public in and for Polk County, personally appeared Brian Martin, to me personally known, who being by me duly sworn, did say that that person is the Manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Brian Martin, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



PAMELA OSBORN
Commission Number 729370
My Commission Expires
October 8, 2025

(Notary Stamp)

Notary Public in and for Polk County, Iowa

Pamela Osborn

Applicant / Contact Brian Martin
Address: 7049 Vista Dr. WDM, IA 50266
Phone #: _____
Signed by: [Signature] Date: 12/23/24
Applicant/Contact
Brian Martin
Name (Print/Type)

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

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

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

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

EXHIBIT A

AN UNDIVIDED ONE-HALF INTEREST IN THE SW 1/4 OF THE NE FRACTIONAL 1/4 (EXCEPT 2.7 ACRES
HIGHWAY AND EXCEPT THE PARCEL LOCATED IN THE SW 1/4 OF THE FRACTIONAL NE 1/4 DEED TO THE
STATE OF IOWA FILED JULY 28, 2010 IN BOOK 13519, PAGE 616) OF SECTION 6, TOWNSHIP 80 NORTH,
RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

OPERATING AGREEMENT BY THE MEMBERS OF THRESHOLD OTTER CREEK, LLC

ARTICLE I ORGANIZATION OF THE COMPANY

1.01 Formation. The parties to this Agreement have agreed to the formation and are Members of Threshold Otter Creek, LLC, a limited liability company organized under the provisions of the Iowa Act. A certificate of organization has been filed with the Iowa Secretary of State. The Managers may take such further actions as they deem necessary to permit the Company to conduct business as a limited liability company in any other jurisdiction.

1.02 Principal Office. The principal office of the Company shall be at 317 6th Avenue, Ste 620, Des Moines, Iowa 50309 or such place as may be designated from time to time by the Managers. The Managers may establish additional places of business for the Company.

1.03 Business of the Company. The Company may engage in any business permitted by Iowa law.

ARTICLE II MEMBERS

2.01 Initial Members. The names and addresses of the Members, their Capital Contribution, and their share of the Net Profits and Net Losses of the Company are as follows:

<u>Member</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>Share of Net Profits and Net Losses</u>
Brian Martin	317 6th Avenue, Ste 620 Des Moines, IA 50309	\$ _____	100%

2.02 Additional Members.

(a) A person other than a Transferee shall become a Member of the Company upon (i) the unanimous consent of the Members; (ii) payment of the agreed upon Capital Contribution to the Company by the person; and (iii) the person signing an addendum to this Agreement agreeing to be bound to its terms.

(b) A Transferee becomes a Member upon the (i) unanimous consent of the Members other than the transferor-Member and (ii) the Transferee signing an addendum to this Agreement agreeing to be bound to its terms.

(c) A Member who has transferred his or her entire Transferable Interest ceases to be a Member once the Transferees of his or her entire Transferable Interest become Members.

(d) Changes to the names and addresses of the Members and the names and addresses of new Members shall be identified by an addendum to this Operating Agreement.

(e) A person shall become a Member if, within ninety consecutive days after the Company ceases to have any Members, all of the following occur:

(1) The last person to have been a Member, or the legal representative of that person, designates a person to become a Member; and

(2) The designated person consents to become a Member.

2.03 Liability for Required Contributions. A Member is liable to the Company for his or her Capital Contribution. In addition, any Member who fails to make a required Capital Contribution may have his or her Transferable Interest forfeited and he or she may be expelled as a Member of the Company pursuant to Section 7.04.

A person's obligation to make a contribution to the Company is not excused by the person's death, disability, or other inability to perform personally. If a person does not make a required contribution, the person or the person's estate is obligated to contribute money equal to the value of the part of the contribution which has not been made, at the option of the Company.

2.04 Additional Capital; Limitation. Other than the contributions of the Members set forth in Section 2.01 and new Members as provided in Section 2.02, no Member shall be required to make any additional contributions to the capital of the Company nor be obligated to restore any negative Capital Account as defined in Section 4.01. No Member shall have any liability to the Company, to the other Members, or to the creditors of the Company on account of any deficit balance in such Member's Capital Account except to the extent such deficit arises from the failure of the Member to contribute the full amount of his or her Capital Contribution which he or she was obligated to contribute. No Member shall be entitled to interest on any Capital Contribution or on such Member's Capital Account.

2.05 Member Authority Limited. A Member is not an agent of the Company solely by reason of being a Member. Unless expressly authorized to do so by the Managers, no Member shall have any power or authority to bind the Company in any way or to render it financially liable for any purpose.

2.06 Liability of Members. The debts, obligations, or other liabilities of the Company, whether arising in contract, tort, or otherwise, belong solely to the Company and do not become the debts, obligations, or liabilities of a Member solely by reason of the Member acting as a Member.

ARTICLE III MANAGEMENT OF THE COMPANY

3.01 Management by Managers.

(a) The Company is manager-managed by at least one (1) and no more than three (3) managers appointed by the majority vote of the Members. Brian Martin is hereby appointed as the Manager. The conduct of the Company's business and the management of its affairs will be exercised and conducted solely by the Managers and those persons designated by the Managers in accordance with this Agreement.

Each Manager has equal rights in the management and conduct of the activities of the Company. However, the Managers must receive the prior unanimous consent of the Members to do any of the following:

- (1) Sell, lease, exchange, or otherwise dispose of all, or substantially all, of the Company's property, with or without the goodwill, outside the ordinary course of the Company's business;
- (2) Approve a merger, conversion, or domestication involving the Company;
- (3) Undertake any other act outside the ordinary course of the Company's business; or
- (4) Amend this Agreement.

(b) Each Manager shall hold office until his or her death, incapacity, resignation, or removal. A person need not be a Member to be a Manager, but the dissociation of a Member who is also a Manager removes the person as a Manager. If a person who is both a Manager and a Member ceases to be a Manager, that cessation does not by itself dissociate the person as a Member.

A Manager may resign upon thirty (30) days prior written notice to the other Members. The Members may elect a new Manager to replace the resigning Manager at a meeting called for that purpose within thirty (30) days of delivery of the notice of resignation by such Manager.

A Manager may be removed as a Manager at any time with or without cause by a majority vote of the Members.

3.02 Officers. The Managers may appoint themselves or other individuals (whether or not employees or Members of the Company) as officers of the Company, which may include, but shall not be limited to, any one or more of the following: (1) a President; (2) one or more Vice Presidents; (3) a Secretary; and (4) a Treasurer.

The Managers may delegate day-to-day management responsibilities to any such officers, as determined by the Managers from time to time, and such officers shall have the authority to contract for, negotiate on behalf of and otherwise represent the interests of the Company as so authorized by the Managers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a business corporation formed under the Iowa Business Corporation Act, the assignment of such title shall constitute the delegation to such individual of the authority and duties that are normally associated with that office and that are set forth in the contract or resolution appointing such officer or officers, subject, however, to any specific delegation of authority and duties or specific restriction on the authority and duties as may be made under or set forth in any such contract or resolution. In all events, the officers shall be subject to the direction and control of the Managers. Such delegation by the Managers shall not cause any Manager to cease to be a Member or Manager of the Company.

If the Managers determine to appoint one or more officers for the Company, each such officer shall hold office until his or her death, resignation, or removal.

An officer may resign at any time by delivering notice to the Managers. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Any officer may be removed by the Managers at any time, with or without cause, but such right of removal shall be without prejudice to and subject to the contract rights, if any, of the person so removed.

3.03 Fiduciary Duties. The Managers and officers owe to the Company and the Members the fiduciary duties of loyalty and care stated in subsections (a) and (b).

(a) The duty of loyalty of a Manager or officer includes all of the following duties:

(1) To account to the Company and to hold as trustee for it any property, profit, or benefit derived by the Manager or officer regarding any of the following:

(A) In the conduct or winding up of the Company's activities;

(B) From a use of the Company's property; and

(C) From the appropriation of a Company opportunity.

(2) To refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(3) To refrain from competing with the Company in the conduct of the Company's activities before the dissolution of the Company.

(b) Subject to the business judgment rule as stated in subsection (e), the duty of care of a Manager or officer in the conduct and winding up of the Company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Manager reasonably believes to be in the best interests of the Company.

(c) A Manager or officer shall discharge his or her duties under this Agreement and exercise any rights consistently with the contractual obligation of good faith and fair dealing.

(d) All of the Members may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty.

(e) A Manager or officer satisfies the duty of care in subsection (b) if all of the following apply:

(1) The Manager or officer is not interested in the subject matter of the business judgment;

(2) The Manager or officer is informed with respect to the subject of the business judgment to the extent the Manager or officer reasonably believes to be appropriate in the circumstances; and

(3) The Manager or officer has a rational basis for believing that the business judgment is in the best interests of the Company.

(f) A Member does not have any fiduciary duty to the Company or to any other Member solely by reason of being a Member.

3.04 Managers and Officers Have No Exclusive Duty to Company. So long as he or she does not violate 3.03(a) above, neither a Manager nor an officer, solely by reason of being a Manager or officer, shall be required to manage the Company as his or her sole and exclusive function, and a Manager or officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member

shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any Manager or officer or to the income or proceeds derived therefrom.

3.05 Statements of Authority. The Managers are authorized on behalf of the Company to deliver to the Iowa Secretary of State for filing a statement of authority. The statement may provide with respect to any Manager or officer, the authority, or limitations on the authority, of all persons holding the position to do any of the following:

- (a) Execute an instrument transferring real property held in the name of the Company; and
- (b) Enter into other transactions on behalf of, or otherwise act for or bind, the Company.

3.06 Use of Professionals. In exercising their powers, the Managers may rely upon and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, or document believed by them to be genuine and to have been signed or prepared by another Manager, Member, officer or employee of the Company, or by any other person (including legal counsel, accountants, and other experts), as to matters the Managers reasonably believe such person is a competent and reliable source for the information. Reliance on any opinion of an independent counsel, accountant or expert whom the Managers reasonably believe is a competent and reliable source for the information shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Managers in good faith and in accordance with such opinion.

3.07 Meeting of Managers.

- (a) Quorum. A quorum for a meeting of Managers shall consist of a majority of the number of Managers.
- (b) Regular Meetings. Regular meetings of the Managers shall be held at such place and at such times as the Managers may, from time to time, decide. No notice shall be required for any regular meeting of the Managers.
- (c) Special Meetings. Special meetings of the Managers, for any purpose, may be called from time to time by the Managers or by a majority vote of the Members. Written notice indicating the date, time, place, and purpose of any special meeting shall be delivered to each Member and Manager not less than two (2) days before the date of the meeting.

(d) Place of Meetings. The Managers may designate any place as the place of any Manager meeting. If the Managers do not designate the place for any Manager meeting, such Manager meeting shall be held at the Company's principal office.

(e) Meeting of All Managers. Subject to subsection (f), if every Manager is present at any meeting, even without notice, the meeting shall be valid and Managers may take any lawful action at such meeting.

(f) Waiver.

(1) A Manager may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Manager entitled to the notice, and be delivered to the other Managers.

(2) A Manager's attendance at a meeting: (A) waives objection to lack of notice or defective notice of the meeting, unless the Manager at the beginning of the meeting or promptly upon the Manager's arrival objects to holding the meeting or transacting business at the meeting, and (B) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Manager objects to considering the matter when it is presented.

(g) Action by Managers Without a Meeting. Any action required or permitted to be taken at a Manager meeting may be taken without a meeting and without notice if the action is taken by all Managers and if each Manager signs a written consent describing the action to be taken and files such consent with the Company records. Action taken under this subsection shall be effective when all Managers entitled to vote have signed the consent, unless the consent specifies a different effective date.

(h) Participation By Other Means. Managers may participate in any Manager meeting by any means of communication that allows all Managers participating therein to simultaneously hear each other. Participating in such a meeting shall constitute attendance at such meeting.

3.08 Expenses and Salary. The Managers shall be reimbursed by the Company for their reasonable expenses incurred in connection with the performance of their duties and may receive such other compensation as determined by the Members from time to time.

3.09 Liability Limitation and Indemnification of the Managers and Officers.

(a) A Manager or officer shall not be personally liable to the Company or the Members for money damages for any action taken, or any failure to take any action, except liability for any of the following:

- (1) A breach of the duty of loyalty;
- (2) A financial benefit received by the Manager or officer to which the Manager or officer is not entitled;
- (3) An improper distribution under Section 4.05(b) of this Agreement;
- (4) Intentional infliction of harm on the Company or a Member; or
- (5) An intentional violation of criminal law.

(b) Any Manager or officer shall be defended, indemnified, and held harmless by the Company from and against any and all losses, claims, damages, liabilities, settlements and other amounts arising from any and all claims (including reasonable legal fees and expenses), demands, actions, suits or proceedings (civil, criminal, administrative or investigative), in which he or she may be involved, as a party or otherwise, by reason of his or her management of the Company, whether or not he or she continues to be Manager or officer at the time any such liability or expense is paid or incurred; provided that neither the Manager nor the officer shall be entitled to the foregoing indemnification if a court of competent jurisdiction determined that such losses, claims, damages, liabilities, expenses, or such other amounts resulted primarily from either his or her (1) gross negligence or willful misconduct or (2) a breach of his or her fiduciary duties set forth in § 3.03 of this Agreement. The termination of a proceeding by judgment, order, settlement or conviction upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create any presumption that such losses, claims, damages, liabilities, expenses, or such other amounts resulted primarily from the gross negligence or willful misconduct of the Manager or officer, or that the conduct giving rise to such liability was not in the best interest of the Company. The Company shall indemnify any Manager or officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Manager or officer is or was an agent of the Company, against any losses, claims, damages, liabilities, settlements, expenses, legal fees or any other amounts incurred by such Manager or officer in connection with the defense or settlement of such action; provided that the Manager or officer shall not be entitled to the foregoing indemnification if a court of competent jurisdiction shall have determined that any such losses, claims, damages, liabilities, expenses or such other amounts resulted primarily from (1) the gross negligence or willful misconduct or (2) a breach of his or her fiduciary duties set forth in § 3.03 of this Agreement. The Company shall advance a Manager or officer any expenses (including, without limitation, reasonable legal fees and expenses) incurred as a result of any claim, demand, action, suit or proceeding referred to in this paragraph (b) provided that (1) the legal action, suit, etc. relates to the performance of duties or services by the Manager or officer on behalf of the Company; and (2) the Manager or officer gives a full recourse promissory note to the Company for the amounts of such advances payable

in the event that the Manager or officer is determined to be not entitled to indemnification under this Agreement.

(c) The indemnification provided by paragraph (b) of this Section 3.09 shall not be deemed to be exclusive of any other rights to which the Managers or officers may be entitled under any agreement, as a matter of law, in equity or otherwise, and shall continue as to the Managers or officers who have ceased to have an official capacity and shall inure to the benefit of the heirs, personal administrators, executors, successors and assigns of the Managers or officers.

(d) Any indemnification pursuant to this section will be payable only from the assets of the Company.

(e) The Company may purchase and maintain insurance on behalf of a Member or Manager against liability asserted against or incurred by the Member or Manager in that capacity or arising from that status.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.01 Capital Accounts.

(a) A capital account (a "Capital Account") shall be established for each Member. Each Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the Gross Asset Value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) the Net Profits allocated to the Member. Each Capital Account will be decreased by (i) the amount of money or, to the extent permissible under Treasury Regulations § 1.704-1(b)(2)(iv)(e)(2), notes distributed to such Member by the Company; (ii) the Gross Asset Value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under § 752 of the Code); and (iii) the amount of Net Losses allocated to such Member.

(b) In the event a Member transfers a Transferable Interest, the Capital Account associated with such transfer shall become the Capital Account of the Transferee to the extent it relates to the Transferable Interest.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 4.01 is intended, and shall be construed, so as to comply with the requirements of § 704(b) of the Code and the Treasury Regulations, and in the event there exists any inconsistency, the Code and the Treasury Regulations shall control.

4.02 Allocation of Net Profits and Net Losses. Except as provided in Section 4.03, the Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated among the Members in accordance with Section 2.01 of this Agreement and among new Members as provided in relevant addendum to this Agreement.

4.03 Regulatory Allocations. The Capital Accounts of the Members are to be maintained in accordance with the Code and the Treasury Regulations, including without limitation the alternative test for economic effect set forth in Treasury Regulations § 1.704-1(b)(2)(ii)(d) and the minimum gain chargeback provisions of Treasury Regulations § 1.704-2, but nothing in this Agreement is intended to create a deficit restoration obligation or otherwise impose personal liability on a Member for a deficit in his or her Capital Account. Without limiting the generality of the foregoing:

(a) If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), which create or increase a deficit in its Adjusted Capital Account, then items of the Company's income and gain for such year and, if necessary, for subsequent years shall be specially credited to the Adjusted Capital Account of the Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in the Adjusted Capital Account as quickly as possible, provided that an allocation pursuant to this Section 4.03(a) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account after all other allocations provided for in this Section 4.03 have been made as if Section 4.03(a) were not in this Agreement. It is the intent that this section be interpreted to comply with the alternate test for economic effect set forth in Treasury Regulations § 1.704-1(b)(2)(ii)(d).

(b) In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, if any, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of §§ 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.05(b) shall be made only if and to the extent that such Member would have a deficit Adjusted Capital Account in excess of such sum after all other allocations provided for in this Section 4.05 have been made as if Section 4.05(a) and this Section 4.05(b) were not in this Agreement.

(c) Except as otherwise provided in § 1.704-2(f) of the Treasury Regulations, and notwithstanding any other provision of this subsection, if there is a net decrease in partnership minimum gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partnership minimum gain, determined in accordance with Treasury Regulation § 1.704-2(g). Allocations pursuant to the

previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with §§ 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This subsection is intended to comply with the minimum gain chargeback requirement in § 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(d) Except as otherwise provided in § 1.704-2(i)(4) of the Treasury Regulations, and notwithstanding any other provision of this subsection, if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any Fiscal Year, each Member who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with § 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Treasury Regulation § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with §§ 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. This Section is intended to comply with the minimum gain chargeback requirement in § 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

(e) Nonrecourse deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their respective Transferable Interest in the Company.

(f) Any partner nonrecourse deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulation § 1.704-2(i)(1).

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code § 734(b) or Code § 743(b) is required, pursuant to Treasury Regulation § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Member in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(h) Notwithstanding the provisions of Section 4.02, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, without violating the requirements giving rise to the Regulatory Allocations, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to

each such Member if the Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this subsection (h) shall only be made with respect to allocations pursuant to subsection (g) hereof to the extent the Managers reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the Members.

(i) The Managers shall have reasonable discretion, with respect to each Fiscal Year, to (i) apply the provisions of subsection (h) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to subsection (h) hereof among the Members in a manner that is likely to minimize such economic distortions.

(j) In the event that any debt of the Company is properly characterized as equity for U.S. federal income tax purposes, the holder of such debt shall be treated for purposes of maintaining Capital Accounts and for U.S. federal income tax purposes as a “partner”; Net Profit and Net Loss shall be computed without deducting any amount that would have been treated as interest if the debt had been properly classified as “debt” for U.S. federal income tax purposes; and the amount that otherwise would have been so deducted shall instead be specially allocated to holder of such recharacterized debt.

4.04 Tax Allocations. The Company’s net taxable income or loss (and each item of income, gain, loss or deduction comprising such net taxable income or loss), as determined for federal income tax purposes, shall be allocated among the Members in the same proportions as the corresponding items of “book” income, gain, loss and deduction are allocated pursuant to Sections 4.02 and 4.03 hereof. Notwithstanding the foregoing sentence, federal income tax items relating to (a) any property contributed to the Company if there was as of immediately following the contribution a difference between the Gross Asset Value of such property and the Company’s adjusted tax basis in such property and (b) any property revalued pursuant to Section 10.09(d) of this Agreement if as of immediately following such revaluation there was a difference between the Gross Asset Value of such property and the Company’s adjusted tax basis in such property, shall be allocated among the Members in accordance with § 704(c) of the Code and Treasury Regulations §§ 1.704-1(b)(2)(iv)(f) and (g), 1.704-1(b)(4)(i) and 1.704-3 to take into account the difference between the Gross Asset Value and the adjusted tax basis of such property.

4.05 Distribution of Cash and Other Property.

(a) Nonliquidating Distributions. After establishing reserves for current and future Company obligations (as determined in the reasonable discretion of the Managers), and such other Company investments and expenditures as determined by the Managers, money and other property available for distribution may, as determined by the Managers, be distributed from time to time to the Members. Any such distributions made by the Company before its dissolution and winding up must be in equal shares among any person owning a Transferable Interest, except to the extent necessary to comply with any charging order in effect under Iowa Code § 489.503.

Other than as provided above, a person does not have a right to a distribution. A Member's dissociation does not entitle the Member to a distribution.

A Member does not have a right to demand or receive a distribution from the Company in any form other than money. The Company may distribute an asset in kind if each part of the asset is fungible with each other part and each Member receives a percentage of the asset equal in value to the Member's share of distributions. Distributed assets shall be valued at their Gross Asset Value for purposes of the distribution and shall be treated for financial accounting purposes as if sold at their Gross Asset Value immediately prior to the distribution, with any resulting profits or losses allocated among the Members per their interests in such profits or losses.

If a Member or Transferee becomes entitled to receive a distribution, the Member or Transferee has the status of, and is entitled to all remedies available to, a creditor of the Company with respect to the distribution. The Company's indebtedness to a Member incurred by reason of a distribution made in accordance with this section is at parity with the Company's indebtedness to its general, unsecured creditors.

(b) Limitation upon Distributions. The Company shall not make a distribution if after the distribution any of the following applies:

(1) The Company would not be able to pay its debts as they become due in the ordinary course of the Company's activities;

(2) The Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up, and termination of Members whose preferential rights are superior to those of persons receiving the distribution; or

(3) The payment of the distribution would be a default by the Company under any agreement for borrowed money by the Company, whether after notice, lapse of time or otherwise.

(c) The Company may base a determination that a distribution is not prohibited under subsection (b) on financial statements prepared on the basis of accounting practices and principles that are reasonable in the circumstances or on a fair valuation or other method that is reasonable under the circumstances.

(d) Except as otherwise provided in subsection (f), the effect of a distribution under subsection (b) is measured as follows:

(1) In the case of a distribution by purchase, redemption, or other acquisition of a Transferable Interest in the Company, as of the date money or other property is transferred or debt incurred by the Company.

(2) In all other cases, as follows:

(A) The date that distribution is authorized, if the payment occurs within one hundred twenty days after that date.

(B) The date that payment is made, if the payment occurs more than one hundred twenty days after the distribution is authorized.

(e) The Company's indebtedness, including indebtedness issued in connection with or as part of a distribution, is not a liability for purposes of subsection (b) if the terms of the indebtedness provide that payment of principal and interest are made only to the extent that a distribution could be made to Members under this section. If indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is made.

(f) In subsection (b) "distribution" does not include amounts constituting reasonable compensation for present or past services or reasonable payments made in the ordinary course of business under a bona fide retirement plan or other benefits program.

ARTICLE V TRANSFER OF TRANSFERABLE INTERESTS; NEW MEMBERS

5.01 Transferable Interest. A Transferable Interest is personal property. A Member may transfer his or her Transferable Interest, in whole or in part. The transfer:

(a) Does not cause a Member's dissociation or a dissolution and winding up of the Company's activities;

(b) Does not entitle the Transferee to do any of the following:

(1) Participate in the management or conduct of the Company's activities; or

(2) Except as otherwise provided in subsection (h), have access to records or other information concerning the Company's activities.

(c) A Transferee has the right to receive, in accordance with the transfer, distributions to which the Member would otherwise be entitled.

(d) In a dissolution and winding up of the Company, a Transferee is entitled to an account of the Company's transactions only from the date of dissolution.

(e) The Company need not give effect to a Transferee's rights under this article until the Company has notice of the transfer.

(f) Unless expelled by the unanimous consent of the other Members or until the Transferee becomes a Member, a Member who transfers his or her entire Transferable Interest retains the rights of a Member, other than the interest in distributions transferred, and retains all duties and obligations of a Member.

(g) When a Member transfers a Transferable Interest to a person who becomes a Member with respect to the transferred interest, the Transferee is liable for the Member's obligations to make his or her Capital Contribution under the terms of this Agreement and for receipt of any improper distributions, known to the Transferee when the Transferee becomes a Member.

(h) If a Member dies, the deceased Member's personal representative or other legal representative may exercise the rights of a Transferee provided in Iowa Code § 489.502(3), and, for the purposes of settling the estate, the rights of a current Member under Iowa Code § 489.410.

ARTICLE VI VOTING, QUORUM, AND MEETINGS OF MEMBERS

6.01 Voting Rights. Each Member shall have one vote.

6.02 Meetings. Meetings of the Members may be called from time to time by the Managers or by a majority of the Members. A difference arising among Members as to matters upon which the Members are required or permitted to take action shall be decided by a majority of the Members.

6.03 Place of Meetings. The Managers may designate any place as the place of any Member meeting. If the Managers do not designate the place for a Member meeting, the Member meeting shall be held at the Company's principal office.

6.04 Notice. Written notice indicating the date, time, place, and purpose of all Member meetings shall be delivered to each Member not less than ten (10) days before the date of the meeting.

6.05 Meeting of All Members. Subject to Section 6.13, if every Member is present at any meeting, even without notice, such meeting shall be valid and Members may take any action required or permitted to be taken at a Member meeting.

6.06 Record Date. The record date for purposes of determining the Members entitled to notice of or vote at any Member meeting shall be the date on which the notice is mailed.

6.07 Quorum. A majority of the Members represented in person or by proxy, shall constitute a quorum for purposes of transacting business at a meeting of the Members.

6.08 Amending this Agreement. The unanimous consent of the Members is required in order to amend this Agreement.

6.09 Proxies. A Member may vote in person or by proxy, provided any proxy is executed in writing by the Member. Any such proxy must be filed with the Managers before or at the time of the meeting. No proxy shall be valid after six months of its execution.

6.10 Action by Members Without a Meeting. Any action required or permitted to be taken at a Member meeting may be taken without a meeting and without notice if the action is taken by all Members and if each Member signs a written consent describing the action to be taken and delivered to the Managers for filing with the Company records. The record date for determining which Members may take action without a meeting shall be the date the first Member signs a written consent. Action taken under this Section shall be effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

6.11 Participation By Other Means. Members may participate in any Member meeting by any means of communication method that allows all Members participating therein to simultaneously hear each other. Participating in such a meeting shall constitute attendance at such meeting.

6.12 Member Representative. Any non-individual Member shall designate one individual to act as the exclusive representative of the Member for all purposes related to the Company, including, without limitation, for purposes of participation of the Member in all Member meetings, the voting by the Member and the execution of any written consent evidencing action of the Members taken without a meeting. A Member may change the identity of the Member's representative at any time and from time to time, in the Member's sole discretion, but shall provide written notice thereof to the Managers.

6.13 Waiver.

(a) A Member may waive any notice required by this Agreement before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Member entitled to the notice, and be delivered to the Managers.

(b) A Member's attendance at a meeting: (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting or promptly upon the Member's arrival objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

ARTICLE VII DISSOCIATION

7.01 Dissociation Events. A Member is dissociated from the Company when one or more of the following events occur:

(a) The Company has actual notice of the Member's express will to dissociate, but, if the Member specified a withdrawal date later than the date the Company received actual notice, on that later date;

(b) The Member is expelled from the Company pursuant to Section 7.04;

(c) On application by the Company, the Member is expelled as a Member by judicial order because the Member:

(1) Has engaged, or is engaging in, wrongful conduct that has adversely and materially affected, or will adversely and materially affect, the Company's activities;

(2) Has willfully or persistently committed, or is willfully and persistently committing, a material breach of this Agreement; or

(3) Has engaged in, or is engaging, in conduct relating to Company's activities which makes it not reasonably practicable to carry on the activities with the Member associated with Company;

(d) In the case of a Member who is an individual, the person dies;

(e) In the case of a person who is a trust or is acting as a Member by virtue of being a trustee of a trust, the trust's entire Transferable Interest in the Company is distributed;

(f) In the case of a person who is an estate or is acting as a Member by virtue of being a personal representative of an estate, the estate's entire Transferable Interest in the Company is distributed;

(g) In the case of a Member who is not an individual, partnership, limited liability company, corporation, trust, or estate, the termination of the Member;

(h) The Company participates in a merger and the Company is not the surviving entity or as a result of the merger the Member ceases to be a Member;

(i) The Company participates in a conversion under the Iowa Act;

(j) The Company participates in a domestication under the Iowa Act, if, as a result of the domestication, the person ceases to be a Member; or

(k) The Company terminates.

7.02 Wrongful Dissociation. A Member who wrongfully dissociates from the Company is liable to the Company and, subject to Iowa Code § 489.901, to the other Members for damages caused by the dissociation. The liability is in addition to any other debt, obligation, or other liability of the Member to the Company or other Members. The Member's dissociation from the Company is wrongful if the dissociation occurs before the termination of Company and any of the following apply:

(a) The Member withdraws by express will;

(b) The Member is expelled by judicial order pursuant to Section 7.01(c); or

(c) In the case of a Member who is not a trust other than a business trust, an estate, or an individual, the Member is expelled or otherwise dissociated as a Member because it willfully dissolved or terminated.

7.03 Effect of Dissociation. A Member's dissociation from the Company does not of itself discharge the person from any debt, obligation, or other liability to the Company or other Members which the dissociated Member incurred while a Member. When a Member dissociates from Company:

(a) The person's right to participate as a Member in the management and conduct of Company's activities terminates; and

(b) Subject to Iowa Code § 489.504 and the terms of any merger, conversion or domestication to which the Company is a party, any Transferable Interest owned by the person

immediately before dissociation in the person's capacity as Member is owned by the person solely as a Transferee.

7.04 Expulsion. A Member may be expelled by the unanimous consent of the other Members if:

(a) It is unlawful to carry on the Company's activities with the Member associated with Company;

(b) There has been a transfer of all of the Member's Transferable Interest in the Company, other than a transfer for security purposes or a charging order in effect under Iowa Code §489.503 which has not been foreclosed;

(c) The Member is a corporation and, within 90 days after the Company notifies Member that it will be expelled as a Member because Member has filed a certificate of dissolution or the equivalent, its articles or charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of its incorporation, the certificate of dissolution has not been revoked or its articles or charter or right to conduct business has not been reinstated;

(d) The Member is a limited liability company or partnership that has been dissolved and whose business is being wound up; or

(e) A Member fails to make a required Capital Contribution.

ARTICLE VIII RECORDS; FINANCIAL AND FISCAL AFFAIRS; TAX REPORTING

8.01 Records and Accounting.

(a) The books of account of the Company shall be maintained at the Company's principal office. The Company shall maintain correct and proper books and records, entering fully and properly all Company transactions, as reasonably determined by the Managers.

(b) Upon request, for any purpose reasonably related to the Member's interest as a Member, the Managers will furnish a copy of such information as is required by the Iowa Act to a Member or his, her, or its representative; provided, however, that the information furnished to the Member will not, in any event, be used for commercial purposes unrelated to the business operations of the Company. Any Member may inspect and copy or obtain from the Managers the financial records of the Company and its tax returns. A Member shall give the Managers at least five (5) business days prior written notice for any inspection and copying permitted pursuant to this subsection by the Member or its authorized attorney or agent.

8.02 Tax Information. The Managers will cause to be delivered, as soon as practical after the end of each Fiscal Year of the Company, to the Members and persons who were Members during such Fiscal Year (as well as to all persons treated as partners for U.S. federal income tax purposes) all information concerning the Company necessary to enable such Member or other person to prepare his, her, or its Federal and state income tax returns for such Fiscal Year, including a statement indicating such person's share of Net Profits, Net Losses, deductions, and credits for such Fiscal Year for Federal and state income tax purposes, and the amount of any distribution made to or for the account of such person during such Fiscal Year pursuant to this Agreement.

8.03 Tax Returns. The Managers shall cause income tax returns for the Company to be prepared and timely filed in accordance with applicable law.

8.04 Elections.

(a) The Managers may elect to adjust the basis of the Company assets for federal income tax purposes in accordance with § 754 of the Code in the event of a distribution of Company property as described in § 734 of the Code or a transfer by any Member as described in § 743 of the Code.

(b) The Managers, in their discretion, at any time and from time to time may also make such other tax elections as they deem necessary or desirable.

8.05 Interim Closing of the Books. There shall be an interim closing of the books of account of the Company (i) at any time a taxable year of the Company shall end pursuant to the Code, and (ii) at any other time determined by the Managers to be required by good accounting practice or otherwise appropriate under the circumstances.

8.06 Tax Matters Partner. Brian Martin shall be the "Tax Matters Partner" within the meaning of Code § 6231(a)(7) and is authorized to exercise the functions of a Tax Matters Partner under the Code. He shall be reimbursed for all reasonable expenses associated with its duties as Tax Matters Partner.

ARTICLE IX DISSOLUTION

9.01 Events Causing Dissolution. The Company is dissolved, and its activities must be wound up, upon the occurrence of any of the following:

- (a) the consent of all the Members;
- (b) the passage of 90 consecutive days during which the Company has no Members;

(c) on application by a Member, the entry by a district court of an order dissolving the Company on the grounds that the conduct of all or substantially all of the Company's activities is unlawful; or it is not reasonably practicable to carry on the Company's activities in conformity with its Certificate and this Agreement certificate; or

(d) on application by a Member or Transferee, the entry by a district court of an order dissolving the Company on the grounds that the Managers in control of the Company have acted, are acting, or will act in a manner that is illegal or fraudulent; or have acted or are acting in a manner that is oppressive and was, is, or will be directly harmful to the applicant. In a proceeding brought under this subsection (d), the court may order a remedy other than dissolution.

9.02 Distribution of Assets in Winding Up Company.

(a) In winding up its activities, the Company must apply its assets to discharge its obligations to creditors, including Members who are creditors.

(b) After the Company complies with subsection (a), any surplus must be distributed in the following order, subject to any charging order in effect under Iowa Code § 489.503:

(1) to each person owning a Transferable Interest that reflects Capital Contributions made by a Member and not previously returned, an amount equal to the value of the unreturned Capital Contributions; and

(2) in equal shares to each person owning a Transferable Interest.

(c) If the Company does not have sufficient surplus to comply with subsection (b)(1), any surplus must be distributed among the owners of Transferable Interests in proportion to the value of their respective unreturned Capital Contributions.

(d) All distributions made under subsections (b) and (c) must be paid in money.

9.03 Business After Dissolution. After dissolution, the Company shall not engage in any business except that necessary to wind up the Company's affairs pursuant to Iowa Code § 489.702 and to protect the value of and distribute the Company's assets.

9.04 Net Profits and Net Losses During Winding Up. Net Profits and Net Losses earned or incurred during the course of the winding up of the Company shall be credited or debited to the Members in the same proportion as before dissolution.

9.05 Management of the Company After Dissolution. The Managers shall continue to manage the Company after dissolution.

9.06 Winding Up. Upon dissolution each Member shall look solely to the assets of the Company for the return of its Capital Account. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return to the Capital Account of each Member, such Member shall have no recourse against other Members, in their capacity as such. Further, no Member shall be required to restore any deficit in his, her or its Capital Account and such deficit shall not be treated as an asset of the Company. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Managers deem necessary or appropriate to sell.

ARTICLE X DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

10.01 “Adjusted Capital Account” shall mean, with respect to each Member, the Member’s Capital Account as adjusted by the items described in §§ 1.704-2(g)(1), 1.704-2(i)(5) and 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

10.02 “Agreement” shall mean this Operating Agreement, as originally executed or as amended, modified, supplemented or restated from time to time.

10.03 “Capital Account” shall have the meaning ascribed to it in Section 4.01 of this Agreement.

10.04 “Capital Contribution” shall mean in the case of any Member as of any date of determination, the aggregate amount of cash and fair market value of any non-cash property (net of any liabilities assumed by the Company or secured by such property) that such Member shall be credited with contributing, directly or by assignment, to the Company on or prior to such date.

10.05 “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time and any successor statute or subsequent codification or recodification of the federal income tax laws of the United States.

10.06 “Company” shall mean Threshold Otter Creek, LLC, as such limited liability company may from time to time be constituted.

10.07 “Iowa Act” shall mean the Iowa Revised Uniform Limited Liability Company Act, Chapter 489 of the Iowa Code, as amended.

10.08 “Fiscal Year” shall mean the twelve-month period ending December 31.

10.09 "Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Managers;

(b) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (i) the contribution of more than *de minimus* additional capital by any new Member or existing Member; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for the Member's Capital Contribution; and (iii) the liquidation of the Company within the meaning of § 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to the preceding clauses (i) and (ii) shall be made only if the Managers determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Managers; and

(d) The Gross Asset Values of Company assets shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted basis of such assets pursuant to § 734(b) or § 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to § 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Gross Asset Values shall not be adjusted pursuant to clause (d) to the extent that the Managers determines that an adjustment pursuant to this clause (d) is not necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to of this Agreement, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

10.10 "Managers" shall mean the persons appointed pursuant to Section 3.01.

10.11 "Member" shall mean a person who at any given time is a Member of the Company.

10.12 "Net Profits" shall mean, for each Fiscal Year, the net taxable income of the Company determined in accordance with the income tax basis method of accounting and as reported, separately and in the aggregate, as appropriate, on the Company's information return filed for United States federal income tax purposes, less any expenditures not deductible in computing the Company's taxable income and not properly chargeable to capital account under §

705(a)(2)(B) of the Code plus any tax-exempt income of the Company; adjusted in the event that the Gross Asset Value of any asset differs from its adjusted tax basis to compute gain or loss and depreciation or amortization in respect of such property by reference to such Gross Asset Value; and adjusted, in the event that any asset is revalued pursuant to Section 10.09(b) or (d), to include as gain or loss the net increase or decrease in the Gross Asset Value of the asset.

10.13 "Net Losses" shall mean, for each Fiscal Year, the net taxable loss of the Company determined in accordance with the income tax basis method of accounting and as reported, separately and in the aggregate, as appropriate, on the Company's information return filed for United States federal income tax purposes, plus any expenditures not deductible in computing the Company's taxable income and not properly chargeable to capital account under § 705(a)(2)(B) of the Code less any tax-exempt income of the Company; adjusted in the event that the Gross Asset Value of any asset differs from its adjusted tax basis to compute gain or loss and depreciation or amortization in respect of such property by reference to such Gross Asset Value; and adjusted, in the event that any asset is revalued pursuant to Section 10.09(b) or (d), to include as gain or loss the net increase or decrease in the Gross Asset Value of the asset.

10.14 "Regulatory Allocations" shall mean the allocations pursuant to Section 4.03(a) through (i) of this Agreement.

10.15 "Transferable Interest" shall mean the right, as originally associated with a person's capacity as a Member, to receive distributions from the Company in accordance with this Agreement, whether or not the person remains a Member or continues to own any part of the right.

10.16 "Transferee" shall mean a person to which all or part of a Transferable Interest has been transferred, whether or not the transferor is a Member.

10.17 "Treasury Regulations" shall mean the regulations of the United States Department of the Treasury pertaining to the income tax, as from time to time in force.

ARTICLE XI MISCELLANEOUS

11.01 Notices. Any notice, offer, consent or other communication required or permitted to be given or made hereunder shall be in writing and will be deemed to have been sufficiently delivered (a) three business days after the date mailed by certified mail, return receipt requested, postage prepaid, or (b) when delivered by a nationally recognized overnight delivery service (receipt requested) or (c) when delivered personally to the party (or an officer of the party) to whom the same is directed, or (d) when the electronic transmission of electronic mail or fax is successfully completed:

If to Brian Martin: 317 6th Avenue, Ste 620, Des Moines, Iowa 50309
Telephone: (515) 333-5761

11.02 Possible Restrictions. Notwithstanding anything to the contrary contained in this Agreement, in the event of (a) the enactment (or imminent enactment) of any legislation, (b) the publication of any temporary or final regulation by the United States Department of the Treasury, (c) any ruling by the Internal Revenue Service or (d) any judicial decision that, in any such case, in the opinion of counsel for the Company, would result in the taxation of the Company as an association taxable as a corporation or would otherwise result in the Company being taxed as an entity for federal income tax purposes, then the Managers may impose such restrictions as may be required, in the opinion of counsel, to prevent the Company for Federal income tax purposes from being taxed as an association taxable as a corporation or otherwise as an entity, including, without limitation, making any amendments to this Agreement as the Managers in its sole discretion may determine to be necessary or appropriate to impose such restrictions.

11.03 Governing Law; Successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and, subject to the restrictions on transferability set forth in this Agreement, shall bind and inure to the benefit of the heirs, executors, personal representatives, successors and assigns of the Members. The rights and liabilities of the Members under this Agreement shall be as provided by Iowa law.

11.04 Entire Agreement. This Agreement is the sole operating agreement of the Company and constitutes the entire agreement among the parties relating to its subject matter; this Agreement supersedes any prior agreements or understandings between the parties, oral or written relating to its subject matter, all of which are hereby canceled. This Agreement may not be modified or amended except in writing with the unanimous consent of the Members.

11.05 Headings, etc. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not affect interpretation of this Agreement. Whenever the context shall require, each term stated in either the singular or plural shall include the singular and the plural, and masculine or neuter pronouns shall include the masculine, the feminine and the neuter.

11.06 No Waiver. No failure or delay on the part of any Member in exercising any rights under this Agreement, or in insisting on strict performance of any covenant or condition contained in this Agreement, shall operate as a waiver of any of such Member's rights hereunder.

11.07 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.08 Assignment. Other than Transferable Interests, no assignment of any rights or delegation of any obligations provided for in this Agreement shall be made by any Member without the prior written consent of the other Members.

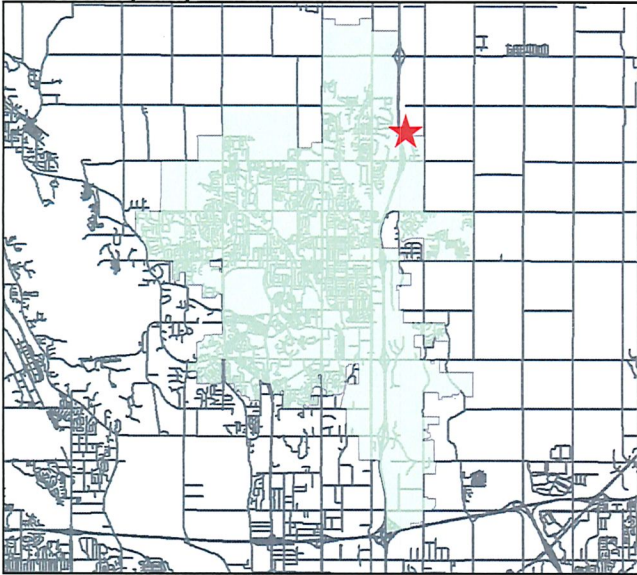
11.09 No Reliance. No third party is entitled to rely on any of the representations, warranties, and agreements of the Members contained in this Agreement; and the Members assume no liability to any third party because of any such reliance.

IN WITNESS WHEREOF, all of the Members have executed this Agreement effective as of the 13th day of March, 2017.

By: _____

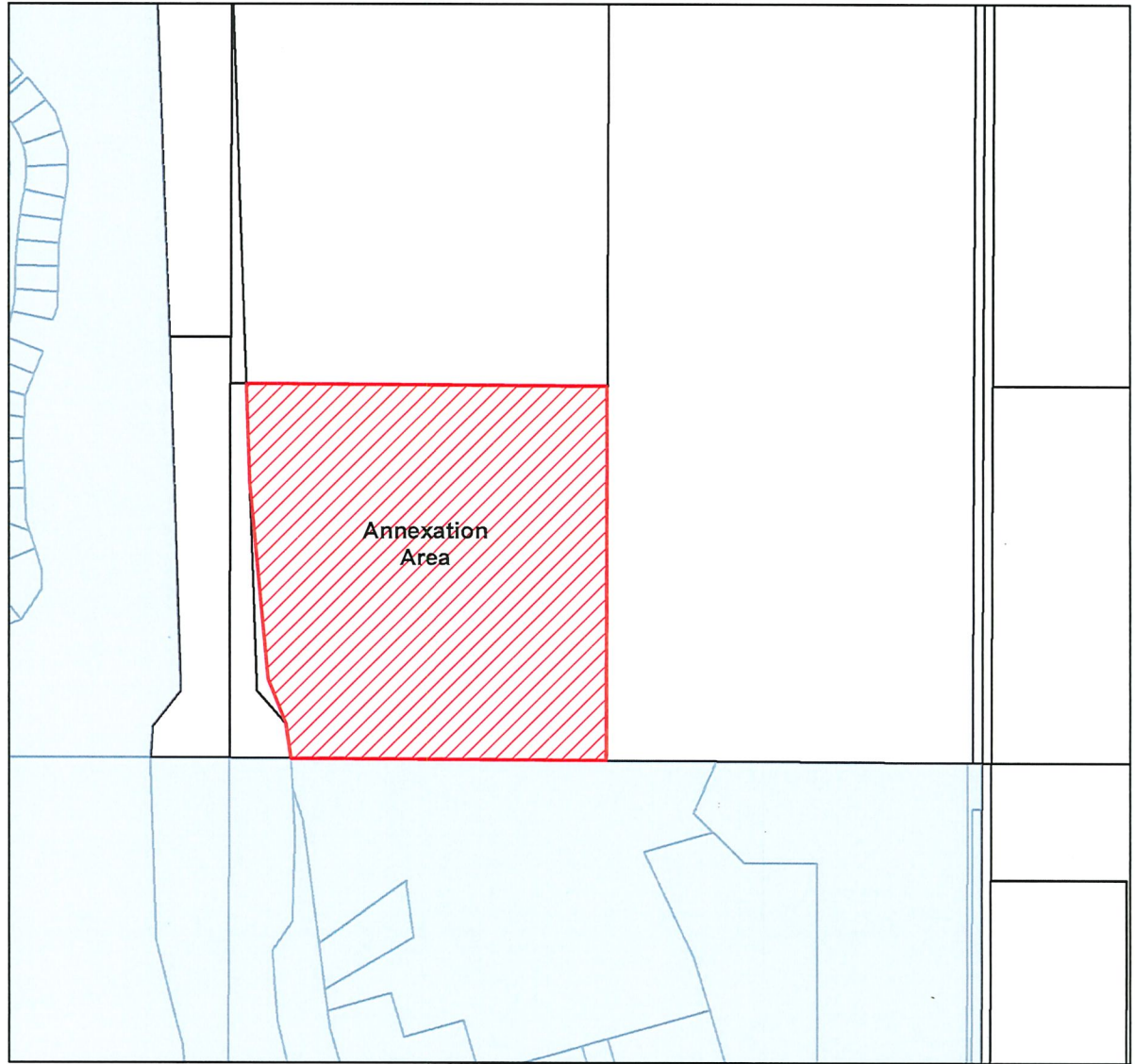
Name: Brian Martin

Vicinity Map



LEGAL DESCRIPTION

AN UNDIVIDED ONE-HALF INTEREST IN THE SW 1/4 OF THE NE FRACTIONAL 1/4 (EXCEPT 2.7 ACRES HIGHWAY AND EXCEPT THE PARCEL LOCATED IN THE SW 1/4 OF THE FRACTIONAL NE 1/4 DEED TO THE STATE OF IOWA FILED JULY 28, 2010 IN BOOK 13519, PAGE 616) OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA



1 inch = 600 feet

Annexation Map

PROPERTY OWNER(S):
THRESHOLD OTTER CREEK LLC

City of Ankeny

**DLE Four Way LLC
Annexation**

Sheet No.
1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: April, 23 2025



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

NW Northlawn Area Utility Improvements - Phase 2: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with On Track Construction in the amount of \$2,030,850.00; and c) Final Payment #13 in the amount of \$0.00; Retainage Payment in the amount of \$72,518.38.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The actions before the Council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to On Track Construction for the NW Northlawn Area Utility Improvements - Phase 2 project.

The NW Northlawn Area Utility Improvements - Phase 2 project is now complete. A series of actions are needed in order to close out this construction project:

1) 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.

2) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NW Northlawn Area Utility Improvements - Phase 2 project and establishes the final contract amount to be \$2,030,850.00.

3) Final Payment: On Track Construction = \$0.00

Retainage Payment: On Track Construction = \$72,518.38

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. Accept the Certificate of Completion from the project engineer for the NW Northlawn Area Utility Improvements - Phase 2 project.
2. Adopt the Resolution accepting the NW Northlawn Area Utility Improvements - Phase 2 project with On Track Construction in the final contract amount of \$2,030,850.00; and
3. Authorize final payment to On Track Construction in the amount of \$0.00 and release of retainage payment in the amount of \$72,518.38 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

December 5, 2022: The council approved a motion to adopt a Resolution accepting the proposal from On Track Construction in the amount of \$2,027,500.00 for the construction of the NW Northlawn Area Utility Improvements - Phase 2 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. Payment Application #13 (FINAL)
2. Certificate of Completion
3. Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements - Phase 2
Contractor: On Track Construction, LLC
Address: 1435 W F Ave, Nevada, IA 50201
Finance Budget Code: 610.3610.4450 **Finance Project #:** 610.445
650.3650.4452 963.3963.4451 650.4452 963.4451
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: December 5, 2022 **Vendor Account #:** 9363

Date of Council Meeting: July 7, 2025

Payment Application #: 13 (Final)

Payment Period: From: August 31, 2024 Through: January 28, 2025

Contract Summary:

Original Contract Amount:	\$	2,027,500.00	
Net Change by Change Orders:	\$	3,350.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,030,850.00	
Total Completed and Stored to Date:	\$	2,030,850.00	
Retainage: 3.57 % of Completed Work:	\$	72,518.38	
Total Earned Less Retainage:	\$	1,958,331.62	
Less Previous Applications for Payment:	\$	1,907,331.62	
SUBTOTAL:	\$		51,000.00

OTHER CHARGES (Liquidated Damages = 34 Days @ \$1,500 / day) \$ (51,000.00)

CURRENT PAYMENT DUE: \$ -

Balance to Finish, Including Retainage: \$ 72,518.38

Contract Time Remaining (Substantial): (55.0) Working Days

Contract Time Remaining (Full): (59.0) Working Days

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name

Signature Date

Engineer / Consultant Approval: Firm Name

Signature Date

City of Ankeny Staff Approval: Signature Date

Submit to: Matthew Grgurich - Civil Engineer II
E-mail: MGrgurich@Ankenylowa.gov Phone Number: (515) 963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	0.50	\$ 7,500.00		0.50	\$ 15,000.00	0.00	100.00%
2.02	Topsoil, Off-site	CY	290.00		290.00	\$ 30.00	\$ 8,700.00	145.00	\$ 4,350.00		145.00	\$ 8,700.00	0.00	100.00%
2.03	Excavation, Class 10	CY	1,045.00		1,045.00	\$ 25.00	\$ 26,125.00	\$ -		1045.00	1,045.00	\$ 26,125.00	0.00	100.00%
2.04	Subgrade Preparation, 6" Depth	SY	4,620.00		4,620.00	\$ 2.50	\$ 11,550.00	\$ -		4620.00	4,620.00	\$ 11,550.00	0.00	100.00%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	460.00	(152.00)	308.00	\$ 6.00	\$ 1,848.00	\$ -		308.00	308.00	\$ 1,848.00	0.00	100.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4,480.00		4,480.00	\$ 14.00	\$ 62,720.00	\$ -		4480.00	4,480.00	\$ 62,720.00	0.00	100.00%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	\$ -		1.00	1.00	\$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	\$ -		1.00	1.00	\$ 3,500.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	\$ -		1.00	1.00	\$ 3,500.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	1,100.00		1,100.00	\$ 155.00	\$ 170,500.00	\$ -		1100.00	1,100.00	\$ 170,500.00	0.00	100.00%
4.02	Sanitary Sewer, Service Stub, PVC, 4" Diameter	LF	430.00		430.00	\$ 115.00	\$ 49,450.00	\$ -		430.00	430.00	\$ 49,450.00	0.00	100.00%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	\$ 27.00	\$ 20,925.00	\$ -		775.00	775.00	\$ 20,925.00	0.00	100.00%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	\$ 2,550.00	\$ 5,100.00	\$ -		2.00	2.00	\$ 5,100.00	0.00	100.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	\$ 2,150.00	\$ 2,150.00	\$ -		1.00	1.00	\$ 2,150.00	0.00	100.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	\$ 30.00	\$ 9,000.00	\$ -		300.00	300.00	\$ 9,000.00	0.00	100.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed)	LF	462.00		462.00	\$ 130.00	\$ 60,060.00	\$ -		462.00	462.00	\$ 60,060.00	0.00	100.00%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (CI R-2 Bed)	LF	66.00		66.00	\$ 132.00	\$ 8,712.00	\$ -		66.00	66.00	\$ 8,712.00	0.00	100.00%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (CI R-2 Bed)	LF	36.00		36.00	\$ 165.00	\$ 5,940.00	\$ -		36.00	36.00	\$ 5,940.00	0.00	100.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (CI R-2 Bed)	LF	280.00		280.00	\$ 180.00	\$ 50,400.00	\$ -		280.00	280.00	\$ 50,400.00	0.00	100.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (CI R-2 Bed)	LF	478.00		478.00	\$ 220.00	\$ 105,160.00	\$ -		478.00	478.00	\$ 105,160.00	0.00	100.00%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (CI R-2 Bed)	LF	8.00		8.00	\$ 430.00	\$ 3,440.00	\$ -		8.00	8.00	\$ 3,440.00	0.00	100.00%
4.13	Storm Sewer, Trenched, A-2000 PVC, 36" Diameter	LF	168.00		168.00	\$ 460.00	\$ 77,280.00	\$ -		168.00	168.00	\$ 77,280.00	0.00	100.00%
4.14	Removal of Storm Sewer, Less than or equal to 36" Diameter	LF	281.00		281.00	\$ 28.00	\$ 7,868.00	\$ -		281.00	281.00	\$ 7,868.00	0.00	100.00%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	\$ 60.00	\$ 13,020.00	\$ -		217.00	217.00	\$ 13,020.00	0.00	100.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,450.00	\$ 2,450.00	\$ -		1.00	1.00	\$ 2,450.00	0.00	100.00%
4.17	Footing for Concrete Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 850.00	\$ 850.00	\$ -		1.00	1.00	\$ 850.00	0.00	100.00%
4.18	Pipe Apron Guard, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00	\$ -		1.00	1.00	\$ 2,100.00	0.00	100.00%
4.19	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	2,000.00		2,000.00	\$ 50.00	\$ 100,000.00	\$ -		2000.00	2,000.00	\$ 100,000.00	0.00	100.00%
4.20	Footing Drain Cleanout, Type B, 24" Diameter	EA	2.00		2.00	\$ 765.00	\$ 1,530.00	\$ -		2.00	2.00	\$ 1,530.00	0.00	100.00%
4.21	Footing Drain Outlet into Structure, 8" Diameter	EA	19.00		19.00	\$ 575.00	\$ 10,925.00	\$ -		19.00	19.00	\$ 10,925.00	0.00	100.00%
4.22	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	210.00		210.00	\$ 200.00	\$ 42,000.00	\$ -		210.00	210.00	\$ 42,000.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	\$ 41.00	\$ 45,100.00	\$ -		1100.00	1,100.00	\$ 45,100.00	0.00	100.00%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	\$ 94.00	\$ 2,820.00	\$ -		30.00	30.00	\$ 2,820.00	0.00	100.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	\$ 98.00	\$ 1,960.00	\$ -		20.00	20.00	\$ 1,960.00	0.00	100.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	\$ 84.00	\$ 96,600.00	\$ -		1150.00	1,150.00	\$ 96,600.00	0.00	100.00%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	\$ 1,215.00	\$ 4,860.00	\$ -		4.00	4.00	\$ 4,860.00	0.00	100.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	\$ 1,315.00	\$ 2,630.00	\$ -		2.00	2.00	\$ 2,630.00	0.00	100.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	\$ 1,455.00	\$ 2,910.00	\$ -		2.00	2.00	\$ 2,910.00	0.00	100.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00	\$ -		2.00	2.00	\$ 3,410.00	0.00	100.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	\$ 1,020.00	\$ 2,040.00	\$ -		2.00	2.00	\$ 2,040.00	0.00	100.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	\$ 1,035.00	\$ 1,035.00	\$ -		1.00	1.00	\$ 1,035.00	0.00	100.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	\$ 2,445.00	\$ 29,340.00	\$ -		12.00	12.00	\$ 29,340.00	0.00	100.00%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	\$ 3,020.00	\$ 6,040.00	\$ -		2.00	2.00	\$ 6,040.00	0.00	100.00%
5.13	Gate Valve, 8"	EA	4.00		4.00	\$ 2,765.00	\$ 11,060.00	\$ -		4.00	4.00	\$ 11,060.00	0.00	100.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	\$ 7,000.00	\$ 21,000.00	\$ -		3.00	3.00	\$ 21,000.00	0.00	100.00%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00	\$ -		3.00	3.00	\$ 5,400.00	0.00	100.00%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	\$ 22.00	\$ 26,180.00	\$ -		1190.00	1,190.00	\$ 26,180.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	\$ 5,640.00	\$ 28,200.00	\$ -		5.00	5.00	\$ 28,200.00	0.00	100.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	\$ 8,950.00	\$ 8,950.00	\$ -		1.00	1.00	\$ 8,950.00	0.00	100.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	\$ 9,600.00	\$ 9,600.00	\$ -		1.00	1.00	\$ 9,600.00	0.00	100.00%
6.04	Intake Type SW-505	EA	7.00		7.00	\$ 6,290.00	\$ 44,030.00	\$ -		7.00	7.00	\$ 44,030.00	0.00	100.00%
6.05	Intake Type SW-506	EA	6.00		6.00	\$ 12,145.00	\$ 72,870.00	\$ -		6.00	6.00	\$ 72,870.00	0.00	100.00%
6.06	Intake Type SW-513, 6' X 6'	EA	1.00		1.00	\$ 10,350.00	\$ 10,350.00	\$ -		1.00	1.00	\$ 10,350.00	0.00	100.00%
6.07	Manhole Adjustment, Major	EA	1.00	(1.00)	0.00	\$ 3,150.00	\$ -			0.00	\$ -	0.00	0.00%	
6.08	Remove Manhole, Sanitary	EA	4.00		4.00	\$ 600.00	\$ 2,400.00	\$ -		4.00	4.00	\$ 2,400.00	0.00	100.00%
6.09	Remove Cleanout, Storm	EA	2.00		2.00	\$ 600.00	\$ 1,200.00	\$ -		2.00	2.00	\$ 1,200.00	0.00	100.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	\$ 600.00	\$ 1,800.00	\$ -		3.00	3.00	\$ 1,800.00	0.00	100.00%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	\$ -		2.00	2.00	\$ 1,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	\$ 88.00	\$ 309,496.00	\$ -		3517.00	3,517.00	\$ 309,496.00	0.00	100.00%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	\$ 56.50	\$ 14,916.00	\$ -		264.00	264.00	\$ 14,916.00	0.00	100.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,850.00	\$ 4,850.00	\$ -		1.00	1.00	\$ 4,850.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	\$ 15.00	\$ 10,200.00	\$ -		680.00	680.00	\$ 10,200.00	0.00	100.00%
7.05	Removal of Driveway	SY	692.00	115.00	807.00	\$ 15.00	\$ 12,105.00	\$ -		807.00	807.00	\$ 12,105.00	0.00	100.00%
7.06	Sidewalk, PCC, 4"	SY	801.00		801.00	\$ 46.00	\$ 36,846.00	\$ -		801.00	801.00	\$ 36,846.00	0.00	100.00%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	\$ 182.00	\$ 6,370.00	\$ -		35.00	35.00	\$ 6,370.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	\$ 52.50	\$ 3,570.00	\$ -		68.00	68.00	\$ 3,570.00	0.00	100.00%
7.09	Driveway, Paved, PCC, 6"	SY	719.00	204.00	923.00	\$ 58.00	\$ 53,534.00	\$ -		923.00	923.00	\$ 53,534.00	0.00	100.00%
7.10	Pavement Removal	SY	3,297.00		3,297.00	\$ 15.00	\$ 49,455.00	\$ -		3297.00	3,297.00	\$ 49		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 145,789.37
2	June 19, 2023	\$ 129,995.15
3	July 17, 2023	\$ 147,288.00
4	August 21, 2023	\$ 207,386.43
5	September 18, 2023	\$ 213,542.42
6	October 16, 2023	\$ 118,277.85
7	November 18, 2023	\$ 13,585.00
8	May 20, 2024	\$ 155,432.35
9	June 17, 2024	\$ 155,726.85
10	July 15, 2024	\$ 248,434.50
11	August 19, 2024	\$ 293,919.08
12	September 16, 2024	\$ 77,954.62
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,907,331.62

Record of Change Orders:

No.	Date	Amount
1	May 20, 2024	\$ 2,000.00
2	September 16, 2024	\$ 1,350.00
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CHANGE ORDER TOTAL = \$ 3,350.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	1.0
Total Working Days:	141.0
Working Days Used to Date:	196.0
Working Days Remaining:	<u>(55.0)</u>

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	69.0
Working Days Remaining:	<u>(59.0)</u>

CERTIFICATE OF COMPLETION

NW Northlawn Area Utility Improvements – Phase 2

Ankeny, Iowa

July 7, 2025

Snyder & Associates, Inc. scope of services for this project included field survey, public improvement design, material submittal review, construction staking, and as-built survey. The City of Ankeny performed construction management and construction observations. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the **NW Northlawn Area Utility Improvements – Phase 2** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$2,030,850.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



Jordan M. Stoermer, P.E.

Civil Engineer

Snyder & Associates, Inc.

Iowa License Number P24485

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 2", 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 NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 2

WHEREAS, on the 5th day of December, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **On Track Construction, LLC** of **Nevada, Iowa**, for the construction of certain public improvements generally described as the NW Northlawn Area Utility Improvements - Phase 2; 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 **July 7, 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 **\$2,030,850.00**, as shown in the report of the Engineer.

PASSED AND APPROVED this 7th day of July, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal: Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$27,298.56; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Heartland Underground Solutions in the amount of \$214,717.87; and d) Final Payment #7 in the amount of \$4,440.53; Retainage Payment in the amount of \$10,735.89.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion
Resolution

LEGAL

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 Heartland Underground Solutions (Kline Electric, Inc.) for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal is now complete. A series of actions are needed in order to close out this construction project:

1. Approval of the Final Change Order #3, decreasing the contract amount by \$27,298.56.
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 \$214,717.87.
3. Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal and establishes the final contract amount to be \$214,717.87.

4. Final Payment: Heartland Underground Solutions = \$4,440.53 Retainage Payment: Heartland Underground Solutions = \$10,735.89

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:

Consider motion to approve: a) Final Change Order #3 decreasing the contract amount by \$27,298.56; b) Certificate of Completion; c) RESOLUTION accepting the public improvements with Heartland Underground Solutions (Kline Electric, Inc.) in the amount of \$214,717.87; and d) Final Payment #7 in the amount of \$4,440.53; Retainage Payment in the amount of \$10,735.89.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 18, 2024: Contract awarded to Heartland Underground Solutions (Kline Electric, Inc.) at the City Council regular meeting.

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Change Order #3 & Final
2. Certificate of Completion
3. Pay Application #7 & Final
4. Location Map
5. Resolution

CHANGE ORDER FORM



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 #: 0 **Purchase Order #:** 0
Original Contract Date: March 18, 2024 **Vendor Account #:** 5733

Date of Council Meeting: July 7
June 16, 2025 **Change Order #:** 3

Purpose of Change Order:

This change order will modify the contract to reflect final as-built quantities for the project. Item #12 on this change order is removed from the contract as it was not used after it was added to change order #1.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Painted Pavement Markings, Durable, W/Grooving	STA	(9.38)	\$ 502.00	\$ (4,708.76)
2	2" HDPE Conduit, Pushed or Trenched	LF	(393.00)	\$ 9.00	\$ (3,537.00)
3	24 Single-Mode Fiber Optic Cable, Install	LF	(150.00)	\$ 4.85	\$ (727.50)
4	96 Single-Mode Fiber Optic Cable, Install	LF	(4,530.00)	\$ 1.60	\$ (7,248.00)
5	Fiber Optic Termination	EA	(24.00)	\$ 56.10	\$ (1,346.40)
6	Fiber Optic LC Termination Panel	EA	(2.00)	\$ 225.00	\$ (450.00)
7	Corning SPH-0P w/Din Rail Mounting Kit SPH-01P	EA	(1.00)	\$ 585.00	\$ (585.00)
8	Fiber Optic Splice Enclosure	EA	(2.00)	\$ 1,195.00	\$ (2,390.00)
9	Fiber Optic Splice	EA	(102.00)	\$ 34.45	\$ (3,513.90)
10	Fiber Optic Test Station, Install	EA	(2.00)	\$ 205.00	\$ (410.00)
11	Railroad Protective Liability Insurance	EA	(1.00)	\$ 1,500.00	\$ (1,500.00)
12	Conduit Bored Deeper than 15 Feet	LS	(1.00)	\$ 882.00	\$ (882.00)
Change Order #: <u>3</u> makes the following adjustments to the Contract:					\$ (27,298.56)

Contractor Accepted: Heartland Underground Solutions (Kline Electric, Inc.)

Record of Change Orders:

Signature: [Signature] Date: 6/6/2025
 Firm Name:

Original Contract Amount		\$ 237,253.30
#	Change Order Date	Amount
1	September 16, 2024	\$ 4,616.00
2	October 21, 2024	\$ 147.13
3	June 16, 2025	\$ (27,298.56)
4	July 7, 2025	
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Engineer Approved: City of Ankeny

Signature: [Signature] Date: 6/6/25
 Firm Name:

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: June 16, 2025

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: June 16, 2025

Revised Contract Amount \$ 214,717.87

CERTIFICATE OF COMPLETION

SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal

Ankeny, Iowa

July 7, 2025

This is to certify that the construction improvements on the *SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is \$214,717.87. I hereby recommend acceptance of the project.

Respectfully submitted,



*Leslie Hart, P.E., PTOE
Traffic Engineering Manager
City of Ankeny, Iowa
Iowa License Number 16020*

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:

July 7
June 16, 2025

Payment Application #:

7 & Final

Payment Period:

From: February 1, 2025

Through:

April 30, 2025

Contract Summary:

Original Contract Amount: \$ 237,253.30

Net Change by Change Orders: \$ (22,535.43)

Contract Amount to Date: (line 1 ± 2) \$ 214,717.87

Total Completed and Stored to Date: \$ 214,717.87

Retainage: 5 % of Completed Work: \$ 10,735.89

Total Earned Less Retainage: \$ 203,981.98

Less Previous Applications for Payment: \$ 199,541.45

SUBTOTAL: \$ 4,440.53

OTHER CHARGES:

\$ -

CURRENT PAYMENT DUE:

\$ 4,440.53

Balance to Finish, Including Retainage: \$ 10,735.89

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.)

[Signature]
Signature

Firm Name

6/6/2025
Date

Engineer / Consultant Approval:

-NA-
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Leslie Hart
Signature

6/6/2025
Date

Submit to:

Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager

E-mail:

Lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 6/6/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STREETS AND RELATED WORK														
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	Detachable 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	0.00%
7.06					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
7.07					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
7.08					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
7.09					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
7.10					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
TRAFFIC CONTROL														
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	STA	20.00	(9.36)	10.62	\$ 502.00	\$ 5,331.24	10.62	\$ 5,331.24		10.62	\$ 5,331.24	0.00	100.00%
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	(933.00)	2,992.00	\$ 9.00	\$ 26,928.00	\$ -	\$ -	2,992.00	2,992.00	\$ 26,928.00	0.00	100.00%
8.06	24 Single-Mode Fiber Optic Cable, Install	LF	150.00	(150.00)	0.00	\$ 4.85	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.07	96 Single-Mode Fiber Optic Cable, Install	LF	4,530.00	(4,530.00)	0.00	\$ 1.60	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.08	Fiber Optic Termination	EA	24.00	(24.00)	0.00	\$ 56.10	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.09	Fiber Optic LC Termination Panel	EA	2.00	(2.00)	0.00	\$ 225.00	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.10	Coming SPH-OP w/Din Rail Mounting Kit SPH-01P	EA	1.00	(1.00)	0.00	\$ 585.00	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.11	Fiber Optic Splice Enclosure	EA	2.00	(2.00)	0.00	\$ 1,195.00	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.12	Fiber Optic Splice	EA	102.00	(102.00)	0.00	\$ 34.45	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
8.13	Fiber Optic Test Station, Install	EA	2.00	(2.00)	0.00	\$ 205.00	\$ -	\$ -	\$ -		0.00	\$ -	0.00	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	\$ -	\$ -	3.00	3.00	\$ 10,065.00	0.00	100.00%
15.01	Railroad Protective Liability Insurance	EA	2.00	(1.00)	1.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
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%
CHANGE ORDER ITEMS														
12.01	Pedestrian 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 (CO#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 (CO#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 (CO#1)	LS	0.00	1.00	1.00	\$ 882.00	\$ 882.00	\$ -	\$ -		0.00	\$ -	1.00	0.00%
12.05	Conduit Bored Deeper than 15 feet (CO#3)	LS	0.00	(1.00)	(1.00)	\$ 882.00	\$ (882.00)	\$ -	\$ -		0.00	\$ -	(1.00)	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 214,717.87 PAY PERIOD = \$ 5,331.24

COMPLETED = \$ 214,717.87

100.00%

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
6	February 17, 2025	\$ 6,374.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 199,541.45

Record of Change Orders:

No.	Date	Amount
1	September 16, 2024	\$ 4,616.00
2	October 21, 2024	\$ 147.13
3	June 16, 2025	\$ (27,298.56)
4	July 7, 2025	
5		
6		
7		
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12		
13		
14		
15		

CHANGE ORDER TOTAL = \$ (22,535.43)

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



Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

WHEREAS, on the **18th** day of **March**, 2024, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Kline Electric, Inc. dba Heartland Underground Solutions** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal; 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 **July 7, 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 **\$214,717.87**, as shown in the report of the Engineer.

PASSED AND APPROVED this 7th day of July, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a proposal from ALPHA Landscapes LLC in the amount of \$57,850.00 for the construction of the 2025 City-Wide Permanent Surface Restoration project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No Review Required

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution accepting a proposal from ALPHA Landscapes LLC for the 2025 City-Wide Permanent Surface Restoration project.

The 2025 City-Wide Permanent Surface Restoration project includes the permanent seeding, fertilizing, and hydraulic mulching of approximately 2.9 acres of various City of Ankeny Capital Improvement Program (CIP) projects constructed during 2025. The construction areas are located at multiple locations within the City of Ankeny's right-of-way and on private property.

The construction improvements include spot herbicide application, furnishing and placing conventional seed and fertilizer, and furnishing and placing hydro mulch. Other improvements, at the direction of the Engineer, include furnishing and placing compost-amended topsoil. Other associated improvements include seedbed preparation, warranty, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to seven (7) contractors. Three (3) bids were received for the project as follows:

Erosion Worx Inc: \$25,920.00

ALPHA Landscapes: \$57,850.00

Absolute Concrete Construction, Inc. "dba" Absolute Group: \$64,000.00

The Engineer's estimated cost for the project was \$62,150.00. The bids ranged from 58% below to 3% over the engineer's estimate. Erosion Worx Inc. did not return the contract or bond for this project. ALPHA Landscapes LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2025 City-Wide Permanent Surface Restoration project to ALPHA Landscapes LLC of Johnston, Iowa.

The lowest bidder, Erosion Worx Inc., did not return the contract or bond for this project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from ALPHA Landscapes LLC for the 2025 City-Wide Permanent Surface Restoration project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The cost for the project was included in the 2025-2029 CIP for construction in 2025.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution Accepting Proposal - ALPHA
2. Bid Tabulation
3. Location Map
4. Alpha Landscapes Contract
5. Alpha Landscapes COI

RESOLUTION 2025-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ALPHA LANDSCAPING LLC IN THE AMOUNT OF \$57,850.00 FOR THE CONSTRUCTION OF THE 2025 CITY-WIDE PERMANENT SURFACE RESTORATION PROJECT.

WHEREAS, the City of Ankeny desires to permanent seed, fertilizing, and hydraulic mulch approximately 2.9 acres of various City of Ankeny Capital Improvement Program (CIP) projects constructed during 2025., and;

WHEREAS, a request for proposal was sent out to seven (7) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

ErosionWorx Inc:	\$25,920.00
ALPHA Landscapes:	\$57,850.00
Absolute Concrete Construction, Inc. “dba” Absolute Group:	\$64,000
Engineer’s Estimated Cost	\$62,150.00

WHEREAS, Erosion Worx Inc. did not return the contract or bond for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from ALPHA Landscapes LLC in the amount of \$57,850.00 be accepted for the construction of the 2025 City-Wide Permanent Surface Restoration project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 7th day of July, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation

2025 City-Wide Permanent Surface Restoration

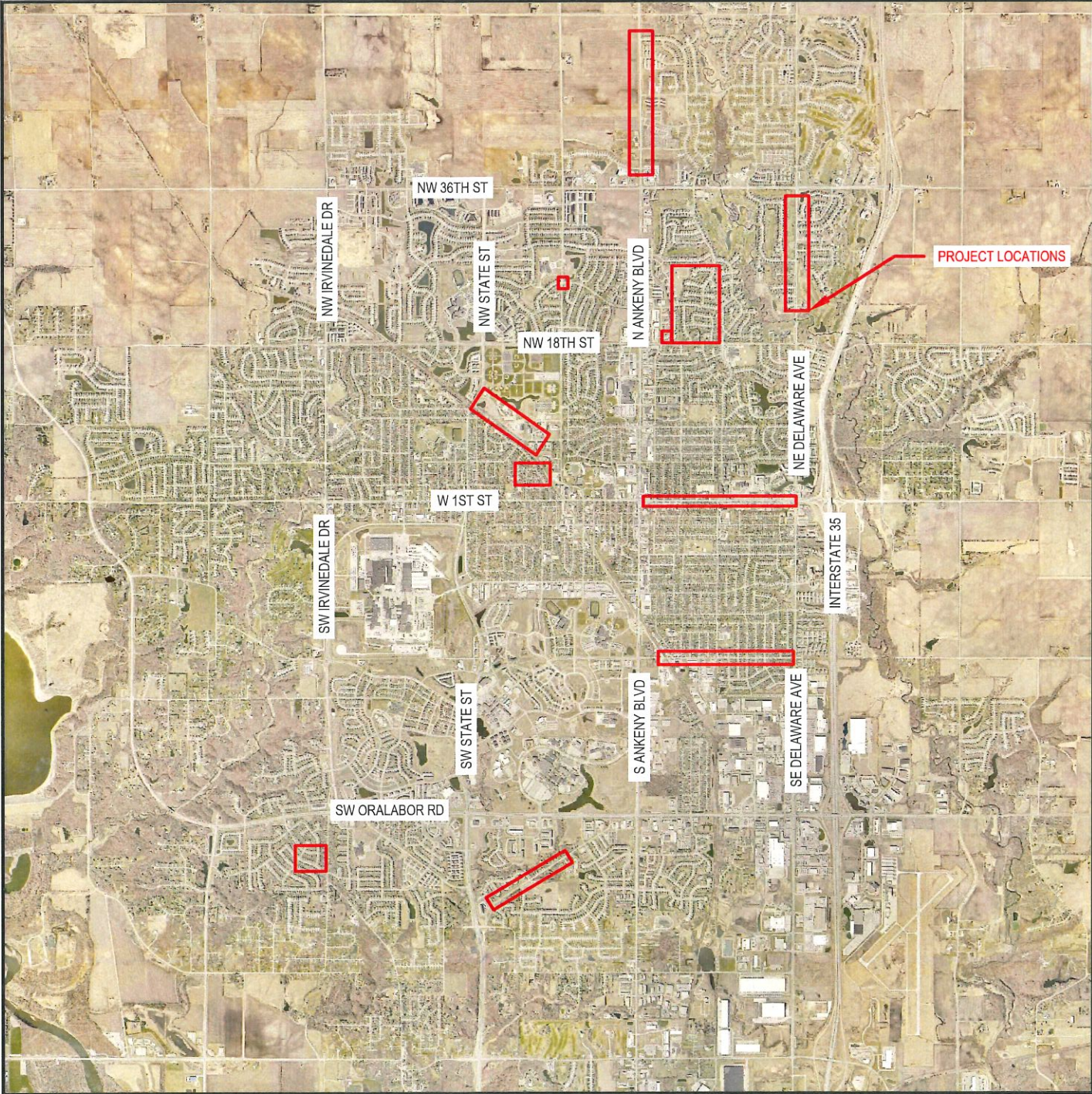
Permanent Seeding of CIP Projects Constructed in 2025

5/8/2025

				Engineer's Estimate			Erosion Worx Inc			ALPHA Landscapes			Absolute Group		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK													
2.01	2010-D-2	Topsoil, Compost-amended	CY	10	\$ 160.00	\$ 1,600.00	10	\$ 420.00	\$ 4,200.00	10	\$ 150.00	\$ 1,500.00	10	\$ 500.00	\$ 5,000.00
		TRAFFIC CONTROL													
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 950.00	\$ 950.00	1	\$ 5,000.00	\$ 5,000.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	2.9	\$ 7,000.00	\$ 20,300.00	2.9	\$ 2,400.00	\$ 6,960.00	2.9	\$ 7,500.00	\$ 21,750.00	2.9	\$ 5,000.00	\$ 14,500.00
9.02	9010-E	Warranty	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 2,950.00	\$ 2,950.00	1	\$ 10,000.00	\$ 10,000.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	2.9	\$ 7,500.00	\$ 21,750.00	2.9	\$ 2,900.00	\$ 8,410.00	2.9	\$ 7,500.00	\$ 21,750.00	2.9	\$ 5,000.00	\$ 14,500.00
9.04	9999-B	Spot Herbicide Application	AC	1	\$ 2,000.00	\$ 2,000.00	1	\$ 350.00	\$ 350.00	1	\$ 950.00	\$ 950.00	1	\$ 5,000.00	\$ 5,000.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 8,000.00	\$ 8,000.00	1	\$ 10,000.00	\$ 10,000.00
TOTAL AMOUNT BID =				\$62,150.00			\$25,920.00			\$57,850.00			\$64,000.00		

PUBLIC IMPROVEMENT PLANS FOR 2025 CITY-WIDE PERMANENT SURFACE RESTORATION

CITY OF ANKENY
POLK COUNTY, IOWA
PROJECT NO. 2025-036



VICINITY MAP
1 INCH = 5,000 FEET

INDEX OF SHEETS	
A.1	TITLE SHEET
C.1-C.2	QUANTITIES AND GENERAL INFORMATION
D.1	PLAN SHEET

APPLICABLE SUDAS FIGURES	
8030.101	TEMPORARY TRAFFIC CONTROL GENERAL INFO.
8030.102	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.105	LANE CLOSURE FOR SHORT-TERM OR MOVING OPERATIONS USING A SINGLE FLAGGER
8030.115	MOVING OPERATIONS ON TWO LANE ROADS



The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an Iowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).



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

Quinn C. Lopreato 4/18/25
Quinn C. Lopreato, P.E. Date

License Number: P29657
My license renewal date is December 31, 2026.
Pages or sheets covered by this seal:

ALL

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of July, 2025, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and ALPHA Landscapes, 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:

2025 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2025 City-Wide Permanent Surface Restoration project includes the permanent seeding, fertilizing, and hydraulic mulching of approximately 2.9 acres of various City of Ankeny Capital Improvement Program (CIP) projects constructed during 2025. The construction areas are located at multiple locations within the City of Ankeny's right-of-way and on private property.

The construction improvements include spot herbicide application, furnishing and placing conventional seed and fertilizer, and furnishing and placing hydro mulch. Other improvements, at the direction of the Engineer, include furnishing and placing compost-amended topsoil. Other associated improvements include seedbed preparation, warranty, 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 Fifty-Seven Thousand Eight Hundred Fifty DOLLARS (\$57,850.00), 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 as noted below:

The Contractor shall fully complete the project no later than **September 30, 2025, unless directed by City of Ankeny staff to delay seeding until after September 30, 2025**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Four Hundred Dollars (\$400.00) 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 on the date first shown written.

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

Alpha Landscapes
Contractor

By [Signature]
Signature

President
Title

5145 NW Beaver Drive
Street Address

Johnston, IA 50131
City, State, Zip Code

515-984-2651
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 2 8 - 4 3 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.

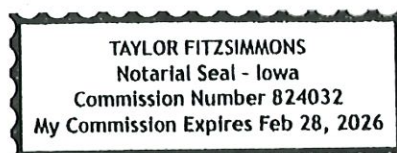
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 12th day of June, 2025, before me a Notary Public in and for said county, personally appeared Riley Marvin, to me personally known, who being by me duly sworn did say that person is President of said Alpha Landscapes, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said Alpha Landscapes, by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said Alpha Landscapes, by it voluntarily executed.

Jayh [Signature]
Notary Public in and for the State of Iowa
My commission expires 2/28, 2026



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
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	10	\$ 150.00	\$ 1,500.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$ 950.00	\$ 950.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	2.9	\$ 7,500.00	\$ 21,750.00
9.02	Warranty	LS	1	\$ 2,950.00	\$ 2,950.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	2.9	\$ 7,500.00	\$ 21,750.00
9.04	Spot Herbicide Application	AC	1	\$ 950.00	\$ 950.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00

TOTAL CONTRACT AMOUNT =

\$ 57,850.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, ALPHA Landscapes, LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (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 Fifty Seven Thousand Eight Hundred Fifty DOLLARS (\$ 57,850.00), 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 7th day of July, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2025 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2025 City-Wide Permanent Surface Restoration project includes the permanent seeding, fertilizing, and hydraulic mulching of approximately 2.9 acres of various City of Ankeny Capital Improvement Program (CIP) projects constructed during 2025. The construction areas are located at multiple locations within the City of Ankeny's right-of-way and on private property.

The construction improvements include spot herbicide application, furnishing and placing conventional seed and fertilizer, and furnishing and placing hydro mulch. Other improvements, at the direction of the Engineer, include furnishing and placing compost-amended topsoil. Other associated improvements include seedbed preparation, warranty, 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 improvements, 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 which 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 **one (1)** 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 twenty percent (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, attorney’s 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 with respect to 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 with respect to 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 this 7th day of July, 2025.

PRINCIPAL:

Alpha Landscapes LLC

Contractor

By

Signature

President

Title

SURETY:

United Fire & Casualty Company

Surety Company

By

Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, JOHN CORD, KATE ZANDERS, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY R. FULLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 7th day of July, 2025.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0049 1217



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2025

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).

PRODUCER The Accel Group LLC 5500 Fountains Dr NE Ste 201 Cedar Rapids, IA 52411-6676	CONTACT NAME: Glenda Tibben CISR, AIC		
	PHONE (A/C, No, Ext): (515) 223-1600	FAX (A/C, No): (319) 365-6919	
	E-MAIL ADDRESS: gtibben@acceladvantage.com		
INSURED Alpha Landscapes LLC 31273 510th Ave Slater, IA 50244	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Group		12572
	INSURER B : Markel Insurance Company		38970
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		S 2622490	12/16/2024	12/16/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			S 2622490	12/16/2024	12/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			S 2622490	12/16/2024	12/16/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC0219998-02	12/16/2024	12/16/2025	☒ PER STATUTE ☒ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2025 CITY-WIDE PERMANENT SURFACE RESTORATION

City of Ankeny is listed as additional insureds in regard to Blanket Additional Insured form CG7988 regarding General Liability when required by written contract for ongoing and completed operations. Coverage is primary & noncontributory.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny
1210 NW Prairie Ridge Drive
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

Blake Brown

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance**, a. **Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- a. Personal property, including keys, in the care, custody or control of an insured; and
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under a. and b. above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under a. and b. above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS:**

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS:**

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph c. is deleted in its entirety and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph f.(1) is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors) • Lessors of Leased Equipment • Managers or Lessors of Premises • Mortgagees, Assignees and Receivers • Any Other person or organization other than a joint venture • Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23
Page 1 of 10

INSURED'S COPY

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 10 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

City Staff is requesting approval of temporary street closings to allow for the Annual Ankeny Youth Triathlon to take place on July 2026, 2025; and as such, these streets requested to be closed are "collector" streets as defined in Section 200.31 of the Ankeny Municipal Code and may not be closed without special Council Resolution.

Letters will be mailed notifying all homeowners situated along the bike portion of the triathlon route of the planned street closures.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Youth TRI - 07_07_25_agenda
2. YouthTriathlon - 11_x_17_Landscape

RESOLUTION -

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF SW 18TH STREET FROM THE CORNER OF SW CASCADE FALLS DR TO SW COLLEGE AVE, AND SW CASCADE FALLS DR FROM THE CORNER OF SW 18TH ST TO SW PRAIRIE TRAIL PKWY, AND SW PRAIRIE TRAIL PKWY FROM THE CORNER OF SW CASCADE FALLS DR TO SW PRECEDENCE RD, AND SW PRECEDENCE RD FROM THE CORNER OF SW PRAIRIE TRAIL PKWY TO SW 17TH STREET, AND SW COLLEGE AVE FROM THE CORNER OF SW 18TH STREET TO SW PRAIRIE TRAIL PKWY, FOR THE PURPOSE OF THE ANKENY YOUTH TRIATHLON.

WHEREAS, Section 364.12, Code of Iowa, authorizes the City Council to temporarily close, by Resolution, public ways and grounds within the City; and

WHEREAS, the City council has, previously authorized the City Manager to grant permission for the closing of streets only in the event such streets are not categorized as “collector” streets, under the provisions of 200.31 of the Municipal Code; and

WHEREAS, the staff determined that such street is a “collector” street, as defined in Section 200.31, and as such, may not be closed without special Council Resolution; and

WHEREAS, City Staff feel it is in the best interest of the City to authorize the temporary closing of the streets for the purpose of participant safety for the Ankeny Youth Triathlon.

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

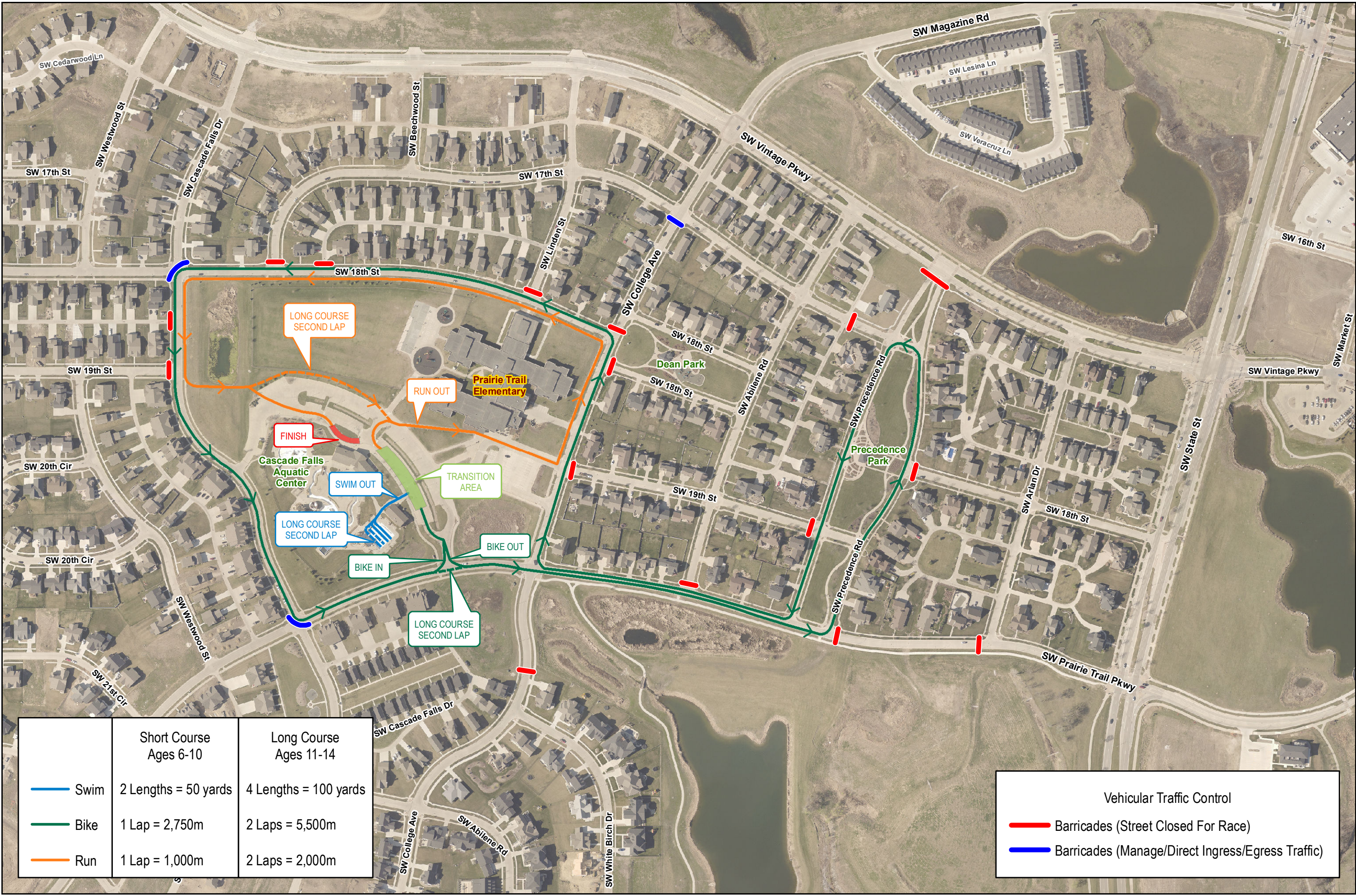
1. That SW 18th St from the corner of Cascade Falls Dr to SW College Ave shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 26, 2025; and
2. That SW Cascade Falls Dr from the corner of SW 18th St to SW Prairie Trail Pkwy shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 26, 2025; and
3. That SW Prairie Trail Pkwy from the corner of SW Cascade Falls Dr to the SW Precedence Rd shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 26, 2025; and
4. That SW Precedence Rd from the corner of SW Prairie Trail Pwky to SW 17th Street shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 26, 2025; and
5. That SW College Ave from the corner of SW 18th St to SW Prairie Trail Pkwy shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 26, 2025; and
6. That City Staff will erect appropriate barricades or other appropriate warning devices to warn the traveling public of such closings.

PASSED AND APPROVED ON THE 7th DAY OF JULY, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk



	Short Course Ages 6-10	Long Course Ages 11-14
Swim	2 Lengths = 50 yards	4 Lengths = 100 yards
Bike	1 Lap = 2,750m	2 Laps = 5,500m
Run	1 Lap = 1,000m	2 Laps = 2,000m

Vehicular Traffic Control

Barricades (Street Closed For Race)

Barricades (Manage/Direct Ingress/Egress Traffic)



ANKENY YOUTH TRIATHLON



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a perpetual trail easement with Polk County for the connection of Trestle Ridge Park to the High Trestle Trail.

ORIGINATING DEPARTMENT

Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED

Resolution

LEGAL

EXECUTIVE SUMMARY

The City of Ankeny is currently planning to construct Trestle Ridge Park and include a neighborhood trail connection to the regional High Trestle Trail as one of the park's amenities. Since the High Trestle Trail right-of-way in this area is owned by Polk County, a perpetual trail easement is needed to make the connection. Pending Council approval, the Resolution and included information will be provided to Polk County to hold a public hearing to allow residents to bring their questions or concerns to their attention and approve/deny the perpetual trail easement and supporting information.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Mayor to execute Resolution approving a perpetual trail easement and supporting information.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the City's current Capital Improvements Program with construction scheduled for 2025.

PUBLIC OUTREACH EFFORTS

A neighborhood park meeting was held on May 21, 2025 to share and discuss the proposed park concept and included amenities.

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Location Map
3. Park Concept
4. Trail Easement

RESOLUTION 2025-XXX

A RESOLUTION ACCEPTING A PERPETUAL TRAIL EASEMENT WITH POLK COUNTY IN ANKENY, IOWA FOR THE CONNECTION OF TRESTLE RIDGE PARK TO THE HIGH TRESTLE TRAIL

WHEREAS, the City of Ankeny is planning to construct Trestle Ridge Park; and

WHEREAS, the City and Polk County share a mutual interest in promoting outdoor recreation, public access to trails, and non-motorized transportation alternatives for the benefit of the public; and

WHEREAS, the City is requesting a permanent easement across County-owned property located at Trestle Ridge Park, for the purpose of establishing, constructing, operating, and maintaining a public trail; and

WHEREAS, the City Council finds it to be in the best interest of the public to approve the Perpetual Trail Easement and authorize the County to carry out its execution; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Proposed Trail Easement with Polk County for Trestle Ridge Park and the High Trestle Trail is hereby approved, the Mayor is hereby authorized to execute all related documents, and the staff is directed to do all things necessary to carry out the purpose and intent of this Resolution.

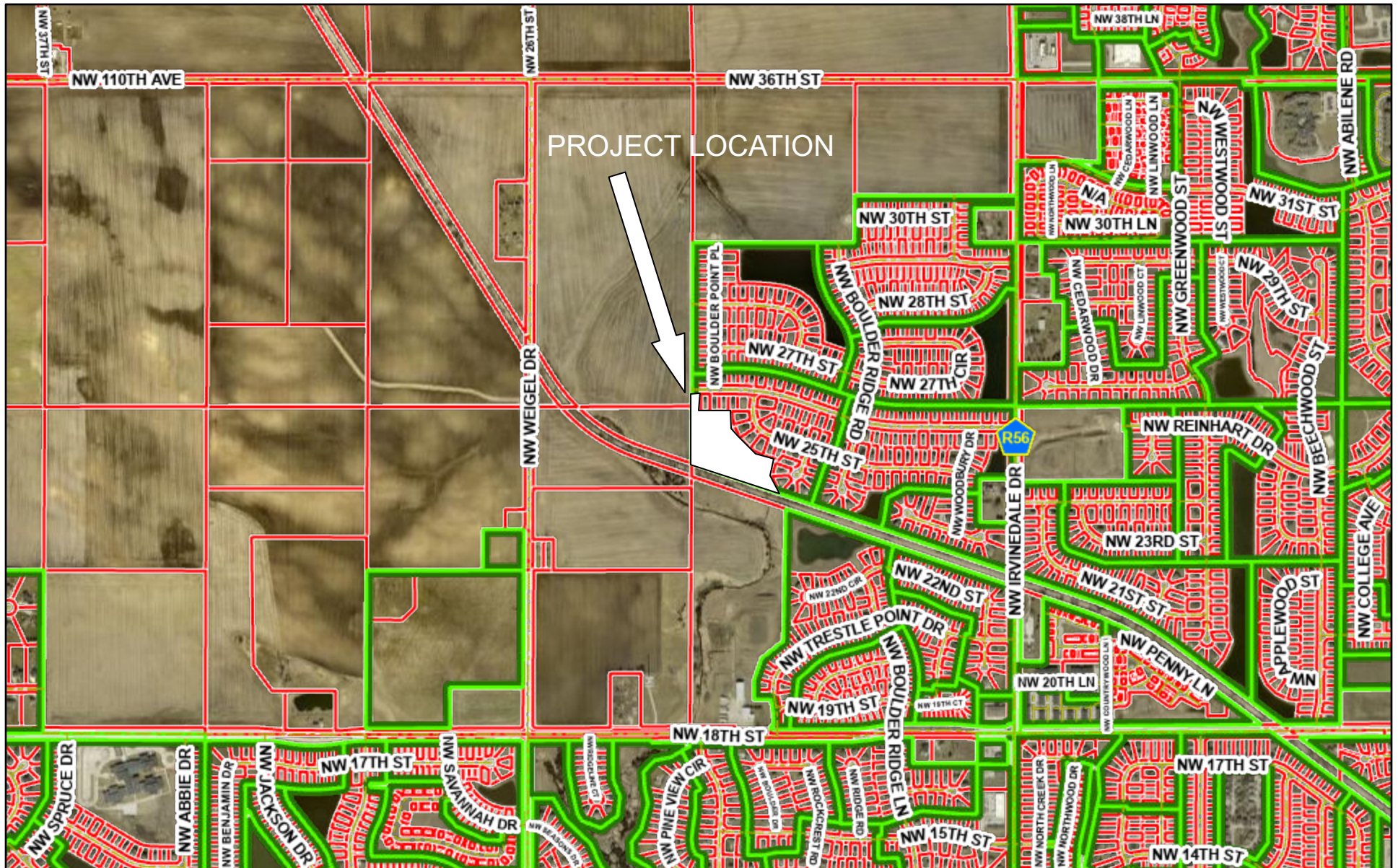
DATED this 7th day of July, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Trestle Ridge Park



7/2/2025, 7:48:17 AM

 Override 1
  Tax Parcels
  Streets
  Subdivision

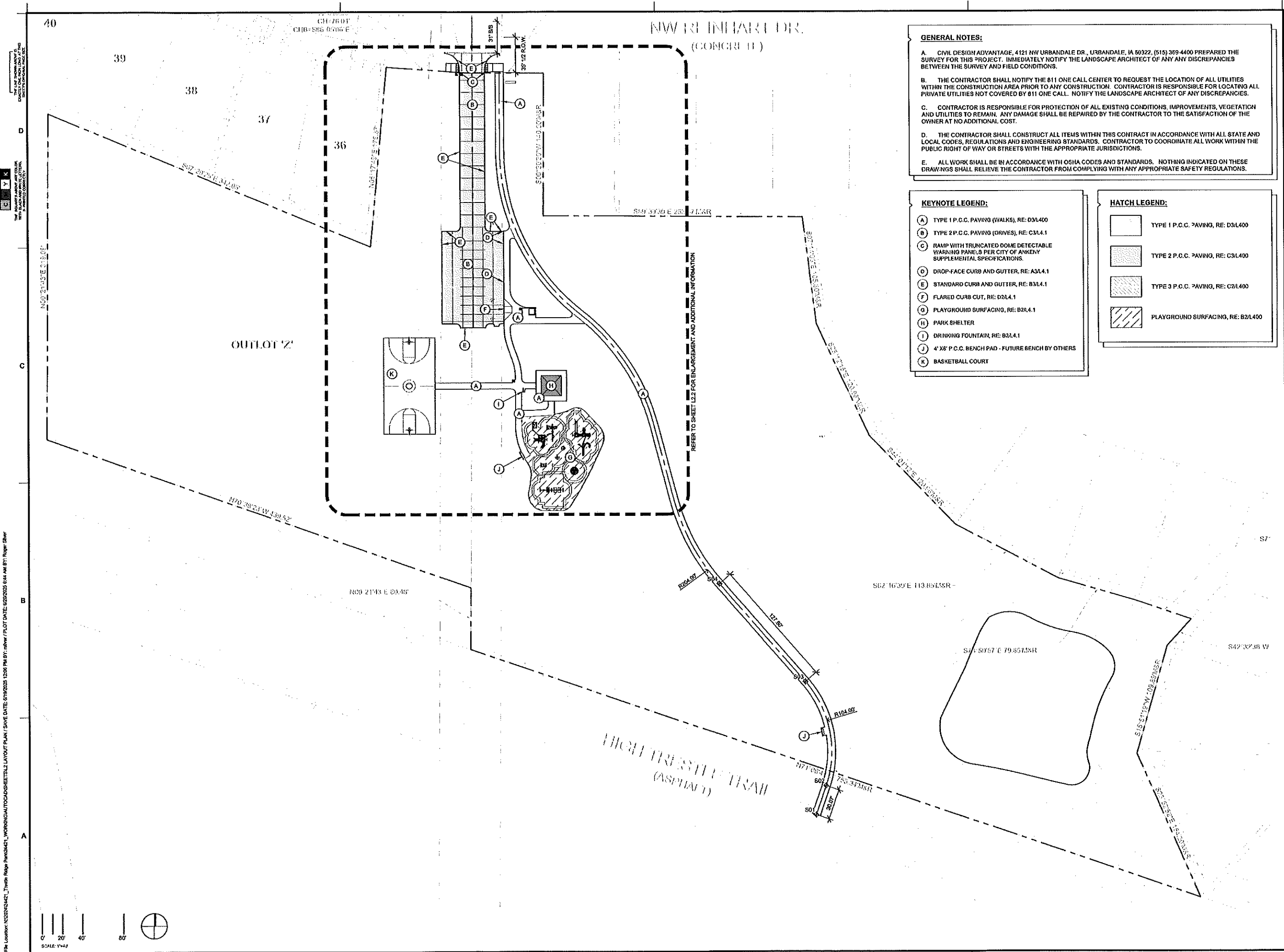
1:18,056

Auditor's Office, Polk County, Iowa, USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names

Polk County, Iowa

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. Polk County is not

File Location: N:\2025\2421_Trestle Ridge Park\2421_WORKING\AUTOCAD\SET\2 LAYOUT PLAN / SAVE DATE: 6/19/2025 12:08 PM BY: mhr / PLOT DATE: 6/20/2025 8:44 AM BY: Roger Chen



GENERAL NOTES:

A. CIVIL DESIGN ADVANTAGE, 4121 NW URBANDALE DR., URBANDALE, IA 50322, (515) 389-4400 PREPARED THE SURVEY FOR THIS PROJECT. IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE SURVEY AND FIELD CONDITIONS.

B. THE CONTRACTOR SHALL NOTIFY THE 811 ONE CALL CENTER TO REQUEST THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRIVATE UTILITIES NOT COVERED BY 811 ONE CALL. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

C. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL EXISTING CONDITIONS, IMPROVEMENTS, VEGETATION AND UTILITIES TO REMAIN. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST.

D. THE CONTRACTOR SHALL CONSTRUCT ALL ITEMS WITHIN THIS CONTRACT IN ACCORDANCE WITH ALL STATE AND LOCAL CODES, REGULATIONS AND ENGINEERING STANDARDS. CONTRACTOR TO COORDINATE ALL WORK WITHIN THE PUBLIC RIGHT OF WAY OR STREETS WITH THE APPROPRIATE JURISDICTIONS.

E. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

- KEYNOTE LEGEND:**
- (A) TYPE 1 P.C.C. PAVING (WALKS), RE: D3/L400
 - (B) TYPE 2 P.C.C. PAVING (DRIVES), RE: C3/L4.1
 - (C) RAMP WITH TRUNCATED DOME DETECTABLE WARNING PANELS PER CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS.
 - (D) DROP-FACE CURB AND GUTTER, RE: A3/L4.1
 - (E) STANDARD CURB AND GUTTER, RE: B3/L4.1
 - (F) FLARED CURB CUT, RE: D2/L4.1
 - (G) PLAYGROUND SURFACING, RE: B2/L4.1
 - (H) PARK SHELTER
 - (I) DRINKING FOUNTAIN, RE: B2/L4.1
 - (J) 4' X 8' P.C.C. BENCH PAD - FUTURE BENCH BY OTHERS
 - (K) BASKETBALL COURT
- HATCH LEGEND:**
- TYPE 1 P.C.C. PAVING, RE: D3/L400
 - TYPE 2 P.C.C. PAVING, RE: C3/L400
 - TYPE 3 P.C.C. PAVING, RE: C2/L400
 - PLAYGROUND SURFACING, RE: B2/L400

CONFLUENCE

LANDSCAPE ARCHITECT
CONFLUENCE
525 17th Street
Des Moines, IA 50309
515.288.4875
www.thinkconfluence.com

CIVIL ENGINEER
CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DR.
URBANDALE, IOWA 50322
515.389.4400
www.CDA-eng.com

PRELIMINARY
NOT FOR
CONSTRUCTION

Revision Schedule

Date	Description
------	-------------

TRESTLE RIDGE PARK
CITY OF ANKENY
3707 NW REINHART DRIVE

Project Number	24421
Issue	SITE PLAN SUBMITTAL
Date	2025-06-20

LAYOUT PLAN

L2.1

Prepared by and Return to: Name, Street Address, City, State, Zip Code, Phone Number

PERPETUAL TRAIL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That POLK COUNTY, IOWA for the use and benefit of the Polk County Conservation Board (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF ANKENY, IOWA, a municipal corporation (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), for the purpose of the Grantee constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a concrete or asphalt trail, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor 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 Grantee (such consent shall not be unreasonably withheld, conditioned or delayed), 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 Grantee (such consent shall not be unreasonably withheld, conditioned or delayed).
2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee, whose consent shall not be unreasonably withheld, conditioned or delayed.
3. **RIGHT OF ACCESS.** The Grantee, its permittees and licensees, the residents of the Grantee and the general public 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. The Grantee shall have 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. **MAINTENANCE.** Upon completion of any construction, reconstruction, repair, enlargement, grading, improving or maintenance within the Easement Area, the Grantee shall restore the Easement Area in a good and workmanlike manner to a condition comparable to its condition immediately before such work. The Grantee agrees to maintain the trail within the Easement Area. The owner or occupant of the respective Easement Area shall keep, preserve and maintain their respective land located within the Easement Area in good repair and condition at all times.
5. **LIABILITY.** The Grantee shall indemnify, defend and hold harmless Polk County, Iowa, its elected and appointed officials, employees, volunteers, agents, their predecessors, successors and assigns from and against any and all claims, liabilities, disputes, demands, damages, cause of actions, judgments, loss, cost and expense, including without limitation reasonable legal and accounting fees, by reason of or resulting from any injuries or damages to persons, personal injury, including death, mental injury, emotional injury, loss of function of mind and/or body, loss of consortium, pain and/or suffering, loss of earnings; or loss or damages to property, including but not limited to any loss of use thereof, loss of earnings and/or economic damages arising out of or in connection the Grantee's, including Grantee's employees, agents, or subcontractors, permittees, representatives, licensees acts, errors, omissions, negligence, or fraud in the performance of the Grantee's duties and/or obligations imposed by the terms of this Agreement, or required by law. Grantor shall not be liable for any injury or damage to any person or property resulting from the use, occupancy, possession or exercise of its rights herein granted or from the use, occupancy, possession or exercise of its rights herein granted to its permittees, employees, agents, representatives and licensees or arising in any manner from the existence and use of this Easement. This provision shall survive the expiration or termination of this Agreement.
6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its permittees and licensees, and the general public.
7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns. The easement granted herein shall be perpetual, and shall be deemed to run with the land. However, in the event the Easement Area reverts to any railroad company as provided for by law (including but not limited to 16 USC §1247(d)), this easement shall be subject to such railroad company reversion subjected to the Rails-to-Trails Act.

This property is subject to the terms and conditions of the National Trails System Act, 16U.S.C.1247(d), and 49 C.F.R. 1152.29, and the terms and conditions contained in the Surface Transportation Board's Decision in STB Docket No AB-33 (Sub-No 248X).

8. **GOVERNING LAW AND VENUE.** Any dispute or claim between the Parties arising out of this MOU shall be governed by and construed in accordance with the laws of the State of Iowa. Any and all disputes or claims shall only be brought and maintained solely in The Iowa District Court For Polk County or the United States District Court For The Southern District of Iowa. This provision shall not be construed as waiving any governmental immunities available to Polk County, Iowa or the Polk County Conservation Board.
9. **ENTIRE AGREEMENT.** This constitutes the entire Agreement between the Grantor and Grantee relating to this subject matter and supersedes all prior or simultaneous representations, discussions and negotiations, whether oral or written.
10. **APPROVAL BY BOARD OF SUPERVISORS.** This Easement shall not be binding until it has received the final approval and acceptance by the Polk County Board of Supervisors by Resolution which approval and acceptance shall be noted on this Easement by the County Clerk.

Grantor does HEREBY COVENANT with the Grantee that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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.

Signed this ____ day of _____, 2025.

GRANTOR
Polk County Board of Supervisors

By: Matt McCoy, Chair

STATE OF IOWA)
) ss
COUNTY OF POLK)

This record was acknowledged before me this ____ day of _____, 2025, by
_____ in his capacity as _____ of _____.

Notary Public in and for the State of Iowa

ACCEPTANCE BY GRANTEE

STATE OF IOWA)
) SS
COUNTY OF POLK)

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 No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

City Clerk of Ankeny, Iowa

EXHIBIT A
TRAIL EASEMENT LEGAL DESCRIPTION

A PART OF THE ABANDONED UNION PACIFIC RAILROAD COMPANY RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 20.00-FOOT-WIDE EASEMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:
COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 'Z', TRESTLE RIDGE ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 71°08'48" WEST ALONG THE NORTH LINE OF SAID ABANDONED UNION PACIFIC RAILROAD COMPANY RIGHT-OF-WAY, 382.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18°51'12" WEST, 45.00 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 0.02 ACRES (900 SQUARE FEET).



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2025 through July 15, 2026, with a premium amount of \$815,945.00.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Deliver Exceptional Service

ACTION REQUESTED

Motion

LEGAL

No Review Required

EXECUTIVE SUMMARY

Several factors contributed to the premium increase:

- Growth in both the number and value of autos, as well as an increase in overall property values.
- Rising costs related to professional liability, including law enforcement liability.
- The premium includes a 2% wind/hail deductible, which applies only if the weather event is classified by ISO as a catastrophic loss, such as a derecho. For isolated incidents, such as hail damage to a single building, the standard \$25,000 deductible would apply.
- Increased exposure due to continued growth.

City staff and representatives from True North Companies reviewed the claims history and deductible options and recommend maintaining the current coverage limits offered by ICAP.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2025 through July 15, 2026, with a premium amount of \$815,945.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The total premium amount for the policy year is \$815,945, an increase of \$69,506.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. ICAP Invoice



Member Invoice

Member Name: City of Ankeny

Anniversary Date: 07/16/2025

Policy Number: R0408PC2025-01

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$106,678.00
Cyber	\$15,000 Ded. Reimb.	\$1,688.00
Automobile Liability	\$2,000,000	\$48,147.00
Law Enforcement Liability	\$2,000,000	\$42,698.00
Public Officials Wrongful Acts	\$2,000,000	\$27,579.00
Excess Liability	\$13,000,000	\$66,165.00
Vehicles	\$18,757,545	\$123,782.00
Property	\$225,796,299	\$399,208.00
Equipment Breakdown	Included	Included
Crime	\$50,000	\$0.00
TOTAL CONTRIBUTION		\$815,945.00

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer.

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,356,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 7/21/25 @ 5:30 p.m.).

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 \$1,356,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the SW Walnut Street and SW Ordinance Road Water Main Improvements in the 2025 Capital Improvement Program.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,356,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 7/21/25 @ 5:30 p.m.).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On February 17, 2025, the City Council awarded the construction contract for the SW Walnut Street and SW Ordinance Road Water Main Improvements to On Track Construction, LLC.

FISCAL IMPACT

The not to exceed \$1,356,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

PUBLIC OUTREACH EFFORTS

Notice of public hearing will be published in the Des Moines Register on July 15, 2025.

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice of Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,356,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, 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 AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,356,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed \$1,356,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note for each series in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes 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 notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes 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 THE 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 21st day of July, 2025, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,356,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with water main improvements around SW Walnut Street and SW Ordinance Road.

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 four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: July 15, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$1,356,000 WATER REVENUE CAPITAL
LOAN NOTES, 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 21st day of July, 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 authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$1,356,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with water main improvements around SW Walnut Street and SW Ordinance Road. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

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 authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of July, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

PASSED AND APPROVED this 7th day of July, 2025.

Mayor

ATTEST:

City Clerk

(To be published on or before: July 15, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$1,356,000 WATER REVENUE CAPITAL
LOAN NOTES, 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 21st day of July, 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 authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$1,356,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with water main improvements around SW Walnut Street and SW Ordinance Road. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

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 authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of July, 2025.

City Clerk, City of Ankeny, State of Iowa

(End of Notice)

4898-8981-6914-1\10174-758



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ordinances

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ord 2227 Consider motion to accept third consideration of **ORDINANCE 2227**, an Ordinance vacating of a portion of SW Ordinance Road public right-of-way, shown as Seventh Street, Thomas Addition to Ankeny, containing 0.20 acres (+/-), sending it on its final passage and publication as required by law.

Consider motion to adopt **RESOLUTION** authorizing the sale of real estate vacated by the City of Ankeny to Jeffrey M. Black and Amy M. Black, Cliff R. Thompson, and Gio Properties, LLC.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL

EXECUTIVE SUMMARY

City Council has initiated a vacation on a portion of SW Ordinance Road right-of-way, between SW Cherry Street and one property east of SW Walnut Street.

The subject right-of-way was originally deeded to the City with the approval of Thomas Addition to Ankeny in 1896. The final plat names this street section Seventh Street. From aerial photos taken in the 1930's, it appears that Seventh Street did exist. Then, by the 1950's, and after World War II, the aerial photos show SW Ordinance Road in its current alignment.

City staff have determined that there is excess right-of-way in this section of SW Ordinance Road. The excess right-of-way to the east and further west of this section has already been vacated. In fact, it is believed that this portion of right-of-way was intended to be vacated in 1962 with the passing of Ordinance 147. However, there is no record of deeds conveying to adjacent owners.

The proposal aims to optimize the land use and is consistent with the right-of-way vacations that have occurred to the east and west of this section. The vacated property may better serve the needs of adjacent property

owners.

A letter was sent to the three adjacent property owners on March 12, 2025, describing the intention to vacate the property. The ownership and responsibility for this portion of land will be transferred to the adjacent property owners. The adjacent property owners will be responsible for continued maintenance. The vacation will convert non-taxable right-of-way into taxable property.

The Public Works Department shows the north 20 feet of SW Ordinance Road is in excess and is no longer needed, except for the westernmost 30 feet where only the north 15 feet are in excess and is no longer needed as a public right-of-way. The proposal has been reviewed by applicable franchise utilities. City staff have reviewed the vacation request, and have determined that the vacation request is appropriate.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate a portion of SW Ordinance Road shown as Seventh Street, Thomas Addition to Ankeny, containing 0.20 acres (+/-).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval of the street right-of-way vacation on a portion of SW Ordinance Road shown as Seventh Street, Thomas Addition to Ankeny, containing 0.20 acres (+/-) on May 6, 2025.

FISCAL IMPACT

Convert nontaxable right-of-way into taxable property.

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

ATTACHMENTS

1. Ordinance
2. Aerial Map
3. P&Z Minutes
4. Staff Report
5. 1930's Aerial
6. 1950's Aerial
7. 2024 Aerial
8. Utility Company Letters
9. Resolution
10. Quit Claim Deed - Ord 2227 - Black
11. Quit Claim Deed - Ord 2227 - Gio Properties
12. Quit Claim Deed - Ord 2227 - Thompson

WHEN RECORDED RETURN TO:

City of Ankeny
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF SW ORDNANCE ROAD PUBLIC RIGHT-OF-WAY
SHOWN AS SEVENTH STREET, THOMAS ADDITION TO ANKENY, CONTAINING 0.20 ACRES (+/-)**

WHEREAS, pursuant to notice published in the manner required by law, on the 2nd day of June, 2025, the City Council of the City of Ankeny, Iowa, held a public hearing on a proposal to vacate a portion of public right-of-way, as shown on the attached Right-of-Way Vacation Legal; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said right-of-way be vacated.

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

1. That the City of Ankeny does hereby vacate and release the following:

SEE ATTACHED RIGHT-OF-WAY VACATION LEGAL

2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 7th day of July, 2025.

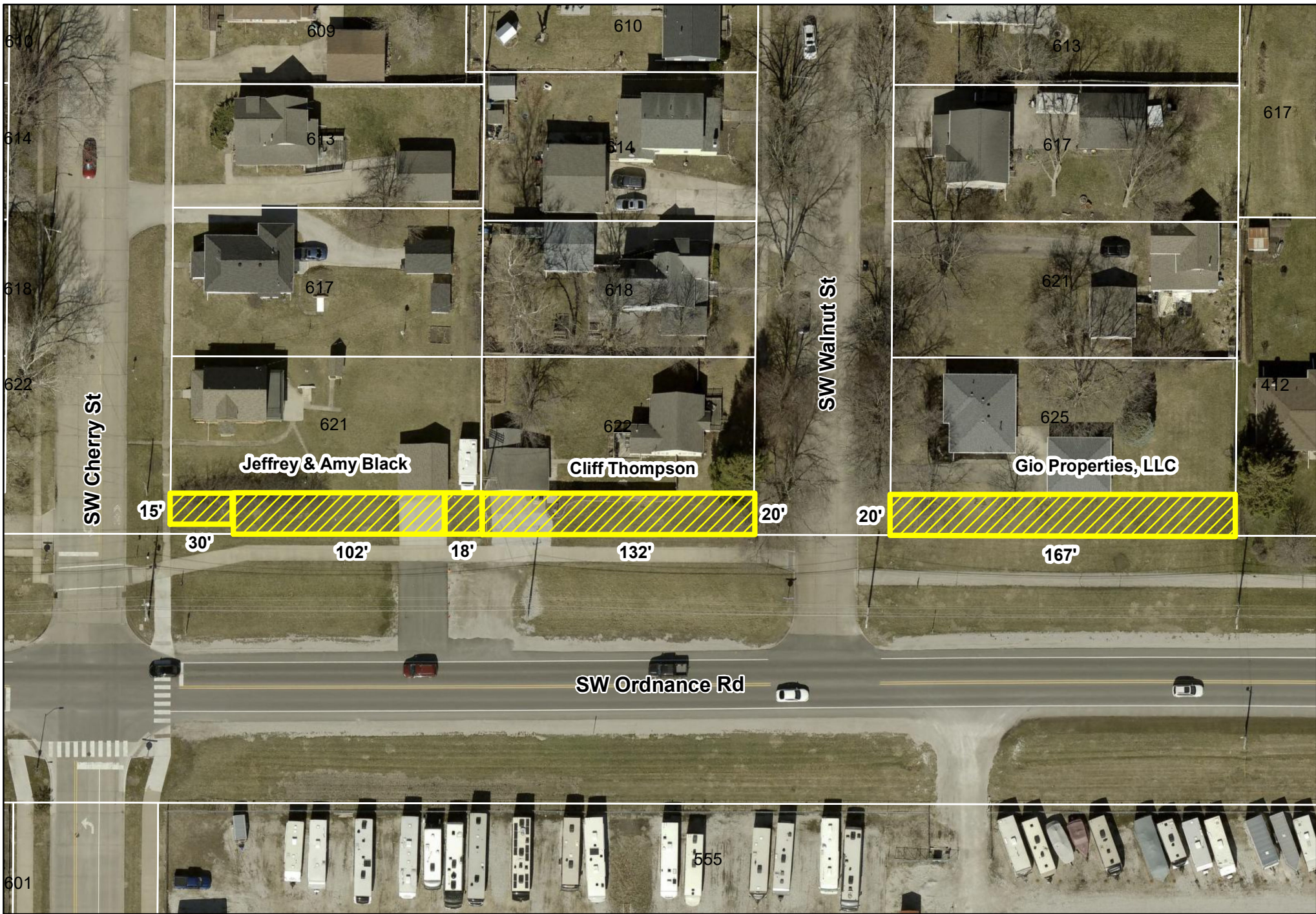
Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2025**

**1st Con _____ (P. Hrg.)
2nd Con _____
3rd Con _____**



1 inch = 60 feet

Date: 5/13/2025

SW Ordinance Road Vacation Area



Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, May 6, 2025

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

CALL TO ORDER

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

ROLL CALL

Members present: Ted Rapp, Trina Flack, Lisa West, Glenn Hunter, Annette Renaud and Todd Ripper. Absent: Randy Weisheit.

Staff present: Eric Jensen, Eric Carstens, Deb Gervais, Bryan Morrissey, Ryan Kirschman and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the May 6, 2025 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS

Item #3. Request to vacate a portion of public right-of-way described as part of SW Ordinance Road shown as Seventh Street, Thomas Addition to Ankeny.

Staff Report: D.Gervais reported that the City Council has initiated a vacation on a portion of SW Ordinance Road right-of-way, between SW Cherry Street and one property east of SW Walnut Street. The right-of-way was originally deeded to the City with the approval of Thomas Addition to Ankeny in 1896. The final plat names this street section Seventh Street. D.Gervais stated that from aerial photos taken in the 1930's, it appears that Seventh Street did exist and then, by the 1950's, and after World War II, the aerial photos show SW Ordinance Road in its current alignment. She said that City staff have determined that there is excess right-of-way in this section of SW Ordinance Road and noted that the excess right-of-way to the east and further west of this section has already been vacated. D.Gervais commented that it is believed that this portion of right-of-way was intended to be vacated in 1962 with the passing of Ordinance 147, however, there is no record of deeds conveying it to the adjacent property owners. The proposal aims to optimize the land use and is consistent with the right-of-way vacations that have occurred to the east and west of this section. A letter was sent to the three adjacent property owners on March 12, 2025, describing the intention to vacate the property. She said that the vacated property may better serve the needs of adjacent property owners and the vacation will convert non-taxable right-of-way into taxable property. D.Gervais stated that the applicable franchise utilities have reviewed this request and have signed-off on the right-of-way vacation. Staff recommends that the Plan & Zoning Commission recommend City Council approve a street right-of-way vacation on a portion of SW Ordinance Road shown as Seventh Street, Thomas Addition Ankeny, containing 0.21 acres.

T.Rapp confirmed that the property is not encumbered by any utilities, public or private. D.Gervais responded that the utility companies do not have any issues with this section of right-of-way being vacated.

T.Flack asked how it was determined that the right-of-way should be vacated. E.Jensen responded that there was work being done in the area and it was noticed that this portion of the right-of-way had not been vacated.

Motion by L.West to recommend City Council approve a street right-of-way vacation on a portion of SW Ordinance Road shown as Seventh Street, Thomas Addition to Ankeny, containing 0.21 acres. Second by T.Flack. All voted aye. Motion carried 6 – 0.



Plan & Zoning Commission
Staff Report

Meeting Date: May 6, 2025

Agenda Item: SW Ordinance Road – Right-of-Way Vacation
Report Date: April 30, 2025
Prepared By: Deb Gervais, AICP *FSC*
Senior Planner

Staff Recommendation:

That the Plan & Zoning Commission recommend City Council approve a street right-of-way vacation on a portion of SW Ordinance Road shown as Seventh Street, Thomas Addition to Ankeny, containing 0.21 acres (+/-).

Chapter 153.02 of the Ankeny Municipal Code:

“Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.”

Discussion:

City Council has initiated a vacation on a portion of SW Ordinance Road right-of-way, between SW Cherry Street and one property east of SW Walnut Street, legally described as follows:

THE NORTH 20 FEET OF THE SW ORDINANCE ROAD RIGHT-OF-WAY LYING IMMEDIATELY SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 7 AND 6 OF BLOCK THREE OF THOMAS ADDITION TO ANKENY; AND LOT 10 OF BLOCK TWO OF THOMAS ADDITION TO ANKENY; ALL INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, CONTAINING 0.21 ACRES (3,340 S.F.).

The subject right-of-way was originally deeded to the City with the approval of Thomas Addition to Ankeny in 1896. The final plat names this street section Seventh Street. From aerial photos taken in the 1930's, it appears that Seventh Street did exist. Then, by the 1950's, and after World War II, the aerial photos show SW Ordinance Road in its current alignment.

City staff have determined that there is excess right-of-way in this section of SW Ordinance Road. The excess right-of-way to the east and further west of this section has already been vacated. In fact, it is believed that this portion of right-of-way was intended to be vacated in 1962 with the passing of Ordinance 147. However, there is no record of deeds conveying to adjacent owners.

The proposal aims to optimize the land use and is consistent with the right-of-way vacations that have occurred to the east and west of this section. The vacated property may better serve the needs of adjacent property owners.

A letter was sent to the three adjacent property owners on March 12, 2025, describing the intention to vacate the property. The ownership and responsibility for this portion of land will be transferred to the adjacent property owners. The adjacent property owners will be responsible for continued maintenance. The vacation will convert non-taxable right-of-way into taxable property.

The Public Works Department shows this north 20 feet of SW Ordnance Road to be in excess and is no longer needed as a public right-of-way. The proposal has been reviewed by applicable franchise utilities. City staff have reviewed the vacation request, and have determined that the vacation request is appropriate.



N



1 inch = 300 feet

Date: 4/30/2025

Ankeny 1930's





N



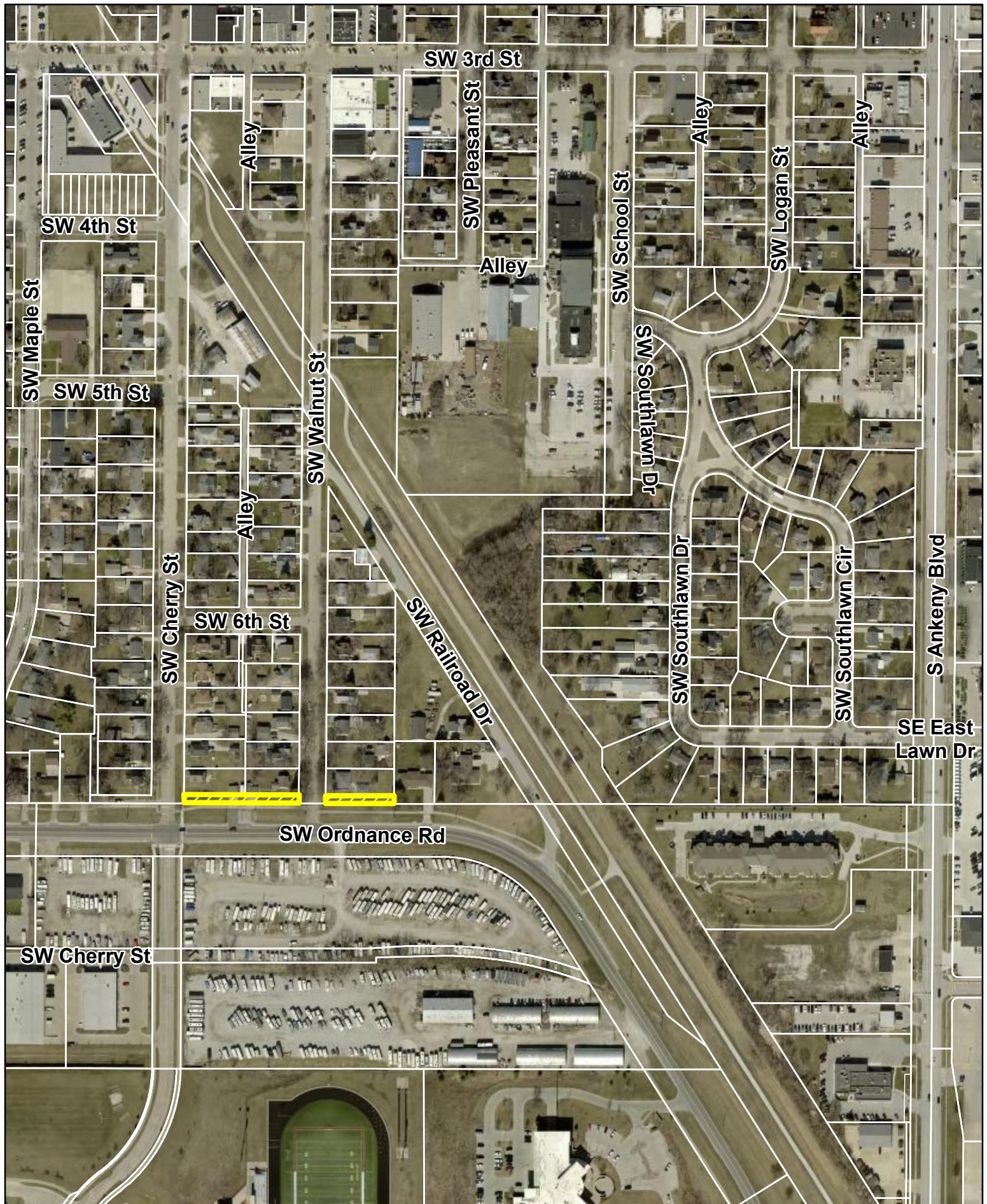
1 inch = 300 feet

Date: 4/30/2025

Ankeny 1950's

 **Ankeny**
bringing it all together.

Page 525 of 545



|
May 15, 2025

Deb Gervais
City of Ankeny, Iowa
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564

Re: Release interest in a recorded Public Utility Easement (P.U.E.)
Lots 6, 7 and 10 in Thomas Addition to Ankeny, Polk County, Iowa.

Dear Ms. Gervais:

This letter is in response to the request for MidAmerican Energy Company to release interest in a part of the ten (10') foot P.U.E. located within the THE NORTH 15 FEET OF THE SW ORDNANCE ROAD RIGHT-OF-WAY LYING IMMEDIATELY SOUTH OF AND ADJACENT TO THE WEST 30 FEET OF LOT 7, BLOCK 3, THOMAS ADDITION TO ANKENY;

AND

THE NORTH 20 FEET OF THE SW ORDNANCE ROAD RIGHT-OF-WAY LYING IMMEDIATELY SOUTH OF AND ADJACENT TO: THE EAST 102 FEET OF LOT 7, BLOCK 3, THOMAS ADDITION TO ANKENY; AND THE 18 FOOT VACATED ALLEY LYING IMMEDIATELY EAST OF SAID LOT 7, BLOCK 3, THOMAS ADDITION TO ANKENY; AND LOT 6, BLOCK 3, THOMAS ADDITION TO ANKENY; AND LOT 10, BLOCK 2, THOMAS ADDITION TO ANKENY; AN OFFICIAL PLAT IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIBED AREA CONTAINING 8,830 SQUARE FEET (0.20 ACRES) MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

MidAmerican Energy Company has reviewed the request to release said part of P.U.E. and approves of the proposed vacation of that part of the P.U.E. over, under, across and through that part of Lots 6, 7 and 10 in Thomas Addition to Ankeny, Polk County, Iowa., as generally depicted on the attached Vacation Easement Exhibit.

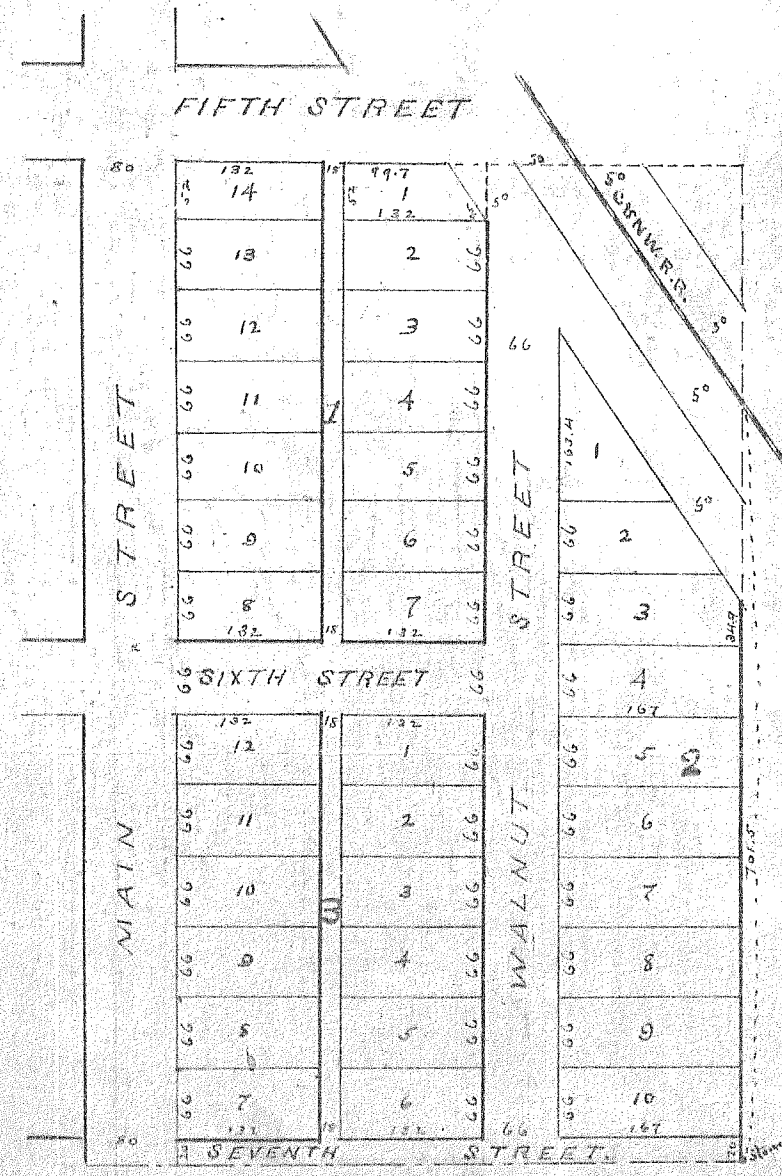
For your protection, please call Iowa One Call (1-800-292-8989) and have all utilities located before you dig.

Sincerely,

Christin Erwin
Right of Way Agent
MidAmerican Energy Company

516

THOMAS ADDITION TO ANKENY.





SW Cherry St

SW Walnut St

SW Ordance Rd

From: [Freeseaman, Austin](#)
To: [Deb Gervais](#)
Cc: [Brun, Chuck](#)
Subject: Re: [External] SW Ordnance Road - Right of Way Vacation - Century Link
Date: Thursday, September 5, 2024 12:19:56 PM
Attachments: [image002.jpg](#)
[image003.jpg](#)
[image.png](#)
[image.png](#)
[Outlook-v10tr2uk](#)

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Deb,

Ok, good to know. We do have 2 pedestals in the location circled below that we would like to keep in a PUE. I also added a quick couple of lines on how they are fed, from our records. Other than that, I believe all of our other cables are south of this area along SW Ordnance Rd.



Please let me know if you have any questions or need any other information.

Thank you,



Austin Freeseaman

Local Network Engineer II
2103 E University Ave, Des Moines, IA 50317
tel: 515-461-4970 | cell: 319-215-0190
austin.freeseaman@lumen.com

From: Deb Gervais <DGervais@Ankenylowa.gov>
Sent: Thursday, September 5, 2024 11:52 AM
To: Freeseaman, Austin <austin.freeseaman@lumen.com>
Cc: Brun, Chuck <Charles.Brun@lumen.com>
Subject: RE: SW Ordnance Road - Right of Way Vacation - Century Link

CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Austin,

The City is no longer wanting to hold title to this property, if there are utilities and if necessary, we could maintain a public utility easement.

There is an owner who would like to utilize some of the excess SW Ordinance Road as part of their property. Additionally, the City was asked to do maintenance along the alley and the expense of tree clean up reminded us that there is no purpose in keeping the property in City ownership.

We are very early in the conversation and we have not yet reached out to the neighbors. The first step was to reach out to our utilities to make sure the vacation areas shown are even possible.

Thank you,

Deb Gervais | Senior Planner
City of Ankeny

From: Freeseaman, Austin <austin.freeseaman@lumen.com>
Sent: Thursday, September 5, 2024 11:33 AM
To: Deb Gervais <DGervais@Ankenylowa.gov>
Cc: Brun, Chuck <Charles.Brun@lumen.com>
Subject: Re: SW Ordinance Road - Right of Way Vacation - Century Link

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Deb,

Please let me look through the area and see what we have located here. I know we have some copper cables running south of this area along SW Ordinance Rd, and I believe we have 2 pedestals along the SW corner of 622 SW Cherry St in that alley area.

What would be entailed with this Vacation?

Thank you,



Austin Freeseaman
Local Network Engineer II
2103 E University Ave, Des Moines, IA 50317
tel: 515-461-4970 | cell: 319-215-0190
austin.freeseaman@lumen.com

From: Deb Gervais <DGervais@Ankenylowa.gov>
Sent: Thursday, September 5, 2024 10:58 AM
To: Brun, Chuck <Charles.Brun@lumen.com>; Freeseaman, Austin <austin.freeseaman@lumen.com>;
Reineke, Dwayne <Dwayne.Reineke@lumen.com>; Ray Montoya <raymond.montoya@centurylink.com>
Subject: SW Ordinance Road - Right of Way Vacation - Century Link

CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize

the sender and know the content is safe.

Hello Chuck, Austin, Dwayne, and Ray,

The City of Ankeny is considering a right-of-way vacation for the area shown in the attached drawing. Generally this area is located north of SW Ordinance Road, Ankeny and the alley west of SW Cherry Street.

Here's a link to the Polk County Assessor's site for the north/south alley portion

<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&gp=802423254016>

Here's a less helpful link to the east/west portion along SW Oralabor Road

<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&dp=18100053012000>

Please pass this request to the appropriate person and then let me know what you require to obtain a release of public utility easement.

Thank you,

Deb Gervais | Senior Planner
Community Development - Planning
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564
ph/fx/txt: 515-963-3558





ANKENY
VILLAGE
PLAT 2

THOMAS 2ND
ADDITION

THOMAS
ADDITION TO
ANKENY

JOHN DEERE
PLACE PLAT 2

SW ORDNANCE RD

SW ORDNANCE RD

SW CHERRY ST



From: [Kevin Peterson](#)
To: [Deb Gervais](#)
Cc: [Bridget Itzen](#); [Jeff T. Lanning](#)
Subject: RE: [External] SW Ordance Road - Right of Way Vacation - Consumers Energy
Date: Thursday, September 5, 2024 12:19:36 PM
Attachments: [image001.jpg](#)

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Deb

Consumers Energy has no interest in this Utility ROW in the Ordance and Oralabor area.

Thanks

From: Deb Gervais <DGervais@AnkenyIowa.gov>
Sent: Thursday, September 5, 2024 10:55 AM
To: Bridget Itzen <bitzen@consumersenergy.net>; Jeff T. Lanning <jlanning@consumersenergy.net>; Kevin Peterson <kpeterson@consumersenergy.net>
Subject: SW Ordance Road - Right of Way Vacation - Consumers Energy

Hello Bridget, Jeff and Kevin,

The City of Ankeny is considering a right-of-way vacation for the area shown in the attached drawing. Generally this area is located north of SW Ordance Road, Ankeny and the alley west of SW Cherry Street.

Here's a link to the Polk County Assessor's site for the north/south alley portion

<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&gp=802423254016>

Here's a less helpful link to the east/west portion along SW Oralabor Road

<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&dp=18100053012000>

Please pass this request to the appropriate person and then let me know what you require to obtain a release of public utility easement.

Thank you,

Deb Gervais | Senior Planner
Community Development - Planning
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564
ph/fx/txt: 515-963-3558



From: [Dave Meyers](#)
To: [Deb Gervais](#)
Cc: [Tim Hawkins](#); [Jerry Broughton](#); [Wolfgang Spencer](#); [Richard Conger](#)
Subject: RE: [External] SW Ordinance Road - Right of Way Vacation - Mediacom
Date: Friday, September 6, 2024 3:04:32 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.jpg](#)

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No, we don't need any easements in that area that is marked in yellow

Thanks,

Dave Meyers
COORDINATOR BROADBAND SPECIALIST V | CONSTRUCTION
C: 515-991-7388
EMAIL dmeyers2@mediacomcc.com
2205 INGERSOLL AVE DES MOINES, IOWA 50312-5229



From: Deb Gervais <DGervais@Ankenylowa.gov>
Sent: Friday, September 6, 2024 2:19 PM
To: Dave Meyers <dmeyers2@mediacomcc.com>
Cc: Tim Hawkins <thawkins1@mediacomcc.com>; Jerry Broughton <jbroughton@mediacomcc.com>; Wolfgang Spencer <wspencer@mediacomcc.com>; Richard Conger <rconger@mediacomcc.com>
Subject: RE: [External] SW Ordinance Road - Right of Way Vacation - Mediacom

Dave,

Will you need public utility easements if we vacate the portion of right of way shown in yellow and sell to neighboring property owners?

Thank you,

Deb Gervais | Senior Planner
City of Ankeny

From: Dave Meyers <dmeyers2@mediacomcc.com>
Sent: Friday, September 6, 2024 1:40 PM
To: Deb Gervais <DGervais@AnkenyIowa.gov>
Cc: Tim Hawkins <thawkins1@mediacomcc.com>; Jerry Broughton <jbroughton@mediacomcc.com>; Wolfgang Spencer <wspencer@mediacomcc.com>; Richard Conger <rconger@mediacomcc.com>
Subject: RE: [External] SW Ordnance Road - Right of Way Vacation - Mediacom

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We are currently aerial thru here, nothing underground marked by the yellow line on the map. If you need more information, reach out.

Thank you,

Dave Meyers
COORDINATOR BROADBAND SPECIALIST V | CONSTRUCTION
C: 515-991-7388
EMAIL dmeyers2@mediacomcc.com
2205 INGERSOLL AVE DES MOINES, IOWA 50312-5229



From: Wolfgang Spencer <wspencer@mediacomcc.com>
Sent: Thursday, September 5, 2024 4:22 PM
To: Dave Meyers <dmeyers2@mediacomcc.com>
Cc: Tim Hawkins <thawkins1@mediacomcc.com>; Jerry Broughton <jbroughton@mediacomcc.com>
Subject: FW: SW Ordnance Road - Right of Way Vacation - Mediacom

Please see below.

Thank you,

Wolfgang Spencer
Construction Supervisor
C: 1-845-587-2497
2205 Ingersoll Ave, Des Moines, Ia 50312



From: Richard Conger <rconger@mediacomcc.com>
Sent: Thursday, September 5, 2024 4:21 PM
To: Wolfgang Spencer <wspencer@mediacomcc.com>; Jerry Broughton <jbroughton@mediacomcc.com>
Subject: FW: SW Ordnance Road - Right of Way Vacation - Mediacom

Any idea on this request?

Richard Conger
Senior Director, Area Operations
2205 Ingersoll Ave, Des Moines IA 50312
C: 515-210-4169



From: Deb Gervais <DGervais@AnkenyIowa.gov>
Sent: Thursday, September 5, 2024 10:57 AM
To: Paul May <pmay@mediacomcc.com>; Richard Conger <rconger@mediacomcc.com>
Subject: SW Ordnance Road - Right of Way Vacation - Mediacom

Hello Paul and Richard,
The City of Ankeny is considering a right-of-way vacation for the area shown in the attached drawing. Generally this area is located north of SW Ordnance Road, Ankeny and the alley west of SW Cherry Street.

Here's a link to the Polk County Assessor's site for the north/south alley portion
<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&gp=802423254016>
Here's a less helpful link to the east/west portion along SW Oralabor Road
<https://www.assess.co.polk.ia.us/cgi-bin/web/tt/infoqry.cgi?tt=card/card&dp=18100053012000>

Please pass this request to the appropriate person and then let me know what you require to obtain a release of public utility easement.

Thank you,

Deb Gervais | Senior Planner
Community Development - Planning
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564
ph/fx/txt: 515-963-3558

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE VACATED BY THE CITY OF ANKENY TO JEFFREY M. BLACK AND AMY M. BLACK, CLIFF R. THOMPSON, AND GIO PROPERTIES, LLC

WHEREAS, the City of Ankeny Public Works staff determined that there is excess right-of way on a portion of SW Ordinance Road and the City Council has initiated the vacation process;

WHEREAS, public hearing on said vacation and sale was held on the 2nd day of June, 2025, pursuant to notice published as required by law; and

WHEREAS, it was determined that the vacated property would better serve the needs of adjacent property owners: Jeffrey M. Black and Amy M. Black, Cliff R. Thompson, and Gio Properties, LLC; and

WHEREAS, by Ordinance No. 2227 the City has vacated certain real estate shown on the attached exhibit, SW Ordinance Road Vacation Area; and

WHEREAS, the conveyance will convert non-taxable right-of-way into taxable property.

WHEREAS, this Council, having heard all comments for and against said vacation conveyance, determines that the vacation conveyance should be accepted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the City accepts the conveyance of property to Jeffrey M. Black and Amy M. Black, Cliff R. Thompson, and Gio Properties, LLC as shown on the attached exhibit, SW Ordinance Road Vacation Area; 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.

PASSED AND APPROVED this 7th day of July, 2025.

CITY OF ANKENY

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 (515) 963-3558
Address Tax Statements: Jeffrey M. Black and Amy M. Black, 621 SW Cherry Street, Ankeny, IA 50023-2913

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

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 Jeffrey M. Black and Amy M. Black, does hereby QUIT CLAIM unto said Jeffrey M. Black and Amy M. Black, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED "EXHIBIT A"

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.

SIGNED this 7th day of July, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 7th day of **July**, 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 7th day of **July**, 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.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

City of Ankeny
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3558

Address Tax Statements: Gio Properties, LLC, 625 SW Walnut Street, Ankeny, IA 50023-2927

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

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 Gio Properties, LLC, does hereby QUIT CLAIM unto said Gio Properties, LLC, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED "EXHIBIT C"

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.

SIGNED this 7th day of July, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 7th day of **July**, 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 7th day of **July**, 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.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

City of Ankeny
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Deb Gervais, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3551

Address Tax Statements: Cliff R. Thompson, 622 SW Walnut Street, Ankeny, IA 50023-2932

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

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 Cliff R. Thompson, does hereby QUIT CLAIM unto said Cliff R. Thompson, all its right, title and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED "EXHIBIT B"

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.

SIGNED this 7th day of July, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

BE IT REMEMBERED that on the 7th day of **July**, 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 7th day of **July**, 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.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

Ankeny City Council Agenda

July 7, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Economic Development Council Consider mayoral appointments of Scott Port and Thomas Friedman to the Economic Development Council, effective immediately - June 30, 2028.

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 mayoral appointments to the Economic Development Council.

ATTACHMENTS

None

