



ANKENY CITY COUNCIL

Regular Meeting
Monday, December 1, 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: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405. Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtNVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

A. PUBLIC FORUM:

B. APPROVAL OF AGENDA:

1. Approval of the December 1, 2025 Agenda

Consider motion to approve and accept the December 1, 2025 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2025-68 A request to vacate Public Utility Easements located on Lots 3 & 4, Plaza 36

Consider motion to close Public Hearing 2025-68.

Consider motion to accept first consideration of ORDINANCE 2246.

D. APPROVAL OF CONSENT AGENDA:

• **MINUTES**

- CA - 1.** Approval of official council actions of the regular meeting of November 17, 2025 as published, subject to correction, as recommended by the City Clerk.
- CA - 2.** Receive and file minutes of the Plan and Zoning Commission meeting of November 4, 2025.
- CA - 3.** Receive and file minutes of the Library Board of Trustees meeting of October 16, 2025.

• **LICENSES AND PERMITS**

- CA - 4.** Consider motion to approve the issuance of Cigarette, Tobacco, Vapor, Nicotine, and Device Retailer Permits.
- CA - 5.** Consider motion to approve the issuance of liquor licenses and beer/wine permits.

• **FINANCE/BUDGET**

- CA - 6.** Consider motion to approve Change Order #2 increasing the contract amount by \$880.00 to Alpha Landscapes, for construction services on the N Ankeny Blvd and 18th Street Intersection Improvements project.
- CA - 7.** Consider motion to approve Change Order #1 increasing the contract amount by \$23,205.00 to Caliber Concrete, LLC, for construction services on the county NW 72nd Place Westbound Right Turn Lane project.
- CA - 8.** Consider motion to approve Payment #8 in the amount of \$1,839.95 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.
- CA - 9.** Consider motion to approve Payment #3 in the amount of \$5,334.44 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.
- CA - 10.** Consider motion to approve Payment #2 in the amount of \$6,309.18 to Alpha Landscapes, for construction services on the NE Delaware Ave Reconstruction: NE 5th to NE 18th: Landscaping project.
- CA - 11.** Consider motion to approve Payment #6 in the amount of \$4,705.00 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr. — Concept Study project.
- CA - 12.** Consider motion to approve Payment #13 in the amount of \$2,604.90 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr — NW 9th St & NW Ash Dr Intersection Improvements project.
- CA - 13.** Consider motion to approve Payment #1 in the amount of \$105,815.61 to Caliber

Concrete, LLC, for construction services on the County NW 72nd Place Westbound Right Turn Lane project.

- CA - 14.** Consider motion to approve Payment #7 in the amount of \$3,925.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- CA - 15.** Consider motion to approve Payment #17 in the amount of \$31,336.05 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements — Phase 2 project.
- CA - 16.** Consider motion to approve Payment #35 in the amount of \$24,735.51 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 17.** Consider motion to approve Payment #27 in the amount of \$2,788.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements — Phase 2 project.
- CA - 18.** Consider motion to approve Payment #20 in the amount of \$2,676.00 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 #3 in the amount of \$40,260.00 to Nilles Associates, Inc. for engineering services on the Deer Creek Sanitary Trunk Sewer project.
- CA - 20.** Consider motion to approve Payment #13 in the amount of \$53,201.35 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
- CA - 21.** Consider motion to approve Payment #9 in the amount of \$1,675.98 to Olsson, Inc., for engineering services on the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements project.
- CA - 22.** Consider motion to approve Payment #1 in the amount of \$11,560.03 to Olsson, Inc., for engineering services on the Traffic Signal Timing Updates - NE/SE Delaware Avenue project.
- CA - 23.** Consider motion to approve Payment #7 in the amount of \$276,651.72 to Shekar Engineering PLC for construction services on the SW Des Moines Street Utility Improvements.
- CA - 24.** Consider motion to approve Payment #11 in the amount of \$4,225.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements—Phase 4 project.
- CA - 25.** Consider motion to approve Payment #49 (FINAL) in the amount of \$3,494.95 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 26.** Consider motion to approve Payment #21 in the amount of \$16,713.05 to Snyder & Associates for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 27.** Consider motion to approve Payment #9 in the amount of \$6,308.50 to Snyder &

Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study project.

CA - 28. Consider motion to approve Payment #15 in the amount of \$4,524.50 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam Improvements project.

CA - 29. Consider motion to approve Payment #2 in the amount of \$5,011.65 to Snyder & Associates, Inc., for engineering services on the SW/SE Oralabor Road Traffic Signal Timing Updates project.

CA - 30. Consider motion to approve Payment #41 in the amount of \$1,500.00 to Strand Associates, Inc., for engineering services on the Ankeny ASR project.

CA - 31. Consider motion to approve the December 1, 2025 Accounts Payable.

• **PERSONNEL ITEMS**

CA - 32. Consider motion to authorize a side-by-side position in the police department which would temporarily increase the authorized FTE count by one.

• **COMMUNITY DEVELOPMENT ITEMS**

CA - 33. Consider motion to adopt **RESOLUTION** accepting a Corrected Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and a Corrected Public Water Main Easement, located on Lot 1 in Georgetown Plat 12; and associated with the Triad Kids Gym Site Plan at 1980 NW Briargate Drive.

• **ENGINEERING ITEMS**

CA - 34. Consider motion to adopt **RESOLUTION** accepting public improvements in MHC Kenworth of Des Moines (Delaware Landing Plat 3) for water main, sanitary sewer, subgrade, and paving.

• **CAPITAL IMPROVEMENT PROJECTS**

CA - 35. Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc. for the design engineering services of the NW 18th Street Reconstruction Project - NW State Street to NW Ash Drive in an amount not to exceed \$658,632.00.

CA - 36. Vintage Business Park - North Lake Maintenance Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with RW Excavating Solutions in the amount of \$192,685.00; and c) Final Payment #3 in the amount of \$760.00 and Release of Retainage in the amount of \$9,634.25.

CA - 37. 2025 Sanitary Manhole Grouting Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Visu-Sewer, LLC in the amount of \$39,650.00; and c) Final Payment #2 in the amount of \$16,981.25 and Release of Retainage in the amount of \$1,982.50, which includes previously approved Change Order #1 for \$5,850.00.

CA - 38. 2025 Sanitary Manhole Rehabilitation Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Visu-Sewer, LLC in the amount of \$166,060.00; and c) Final Payment #2 in the amount of

\$52,138.52 and Release of Retainage in the amount of \$8,964.20.

- **ADMINISTRATIVE ITEMS**

CA - 39. Consider motion to adopt **RESOLUTION** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

CA - 40. Consider motion to adopt **RESOLUTION** approving a Grant Management Policy of the City of Ankeny, Iowa.

CA - 41. Consider motion to adopt **RESOLUTION** setting a time and place for a public hearing on the proposed 2026-2030 Capital Improvement Program (date of hrg: 12/15/25 @ 5:30 p.m.).

- **ORDINANCES**

CA - 42. Consider motion to accept third consideration of ORDINANCE 2244, an Ordinance amending Chapter 167 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Vegetation Height Restrictions, sending it on its final passage and publication as required by law.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-42

Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-42.

E. LEGISLATIVE BUSINESS:

- **APPROVAL OF ORDINANCES**

43. Ord 2245 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the Crosswinds Business Park Planned Unit Development, PUD zoning.

Consider motion to accept second consideration of ORDINANCE 2245.

F. NEW BUSINESS:

1. Proposed 2026 State Legislative Priorities

Consider motion to adopt RESOLUTION establishing the City of Ankeny's 2026 State Legislative Priorities.

2. \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C

Consider motion to adopt RESOLUTION approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes; approval of Tax Exemption Certificate.

3. Proposed Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA)

Consider motion to adopt RESOLUTION approving and authorizing execution and delivery of Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), consenting to the issuance of Bonds by the Board of the WRA for the purpose of constructing improvements under the terms of said Agreement, and related matters.

G. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

City Manager

- **REPORT OF THE GOVERNING BODY:**

Mayor Bentz

City Council Members:

Council Member Davis

Council Member Perry

Council Member Ruddy

Council Member Shafer

Council Member Stearns

- **FUTURE COUNCIL AGENDA ITEMS:**

- Public Hearing - Otter Creek Trunk Sewer Ext - Phase 4, 12/15/25 at 5:30 p.m.

- Public Hearing - Westlawn Place Area Utility Improvements - Phase 1, 12/15/25 at 5:30 p.m.

- Public Hearing - 2026-2030 CIP, 12/15/25 at 5:30 p.m.

- Regular City Council Meeting, 1/5/26 at 5:30 p.m.

H. ADJOURNMENT



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Approval of the December 1, 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 December 1, 2025 agenda, with or without amendment.

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

PH 2025-68 A request to vacate Public Utility Easements located on Lots 3 & 4, Plaza 36 Plat 1

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Ordinance – 1st Reading
Public Hearing
LEGAL

EXECUTIVE SUMMARY

DRA Properties LC has requested the vacation of Public Utility Easements on Lots 3 & 4, Plaza 36 Plat 1. DRA Properties, LC recently did a plat of survey that redrew the lot lines for Lots 2, 3, and 4 of Plaza 36 Plat 1, combining them and making two larger lots. The vacated easements will be replaced with other easement(s) once future development occurs.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate the Public Utility Easements

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to close Public Hearing 2025-68.

Consider motion to accept first consideration of ORDINANCE 2246.

ATTACHMENTS

1. PH Coversheet
2. Ordinance
3. Aerial Map
4. Applicant Letter
5. Easement Vacation Exhibit



PUBLIC HEARING 2025-68

5:30 P.M.

DECEMBER 1, 2025

**PROPOSED VACATION OF PUBLIC UTILITY EASEMENTS, LOCATED ON LOTS 3 & 4,
PLAZA 36 PLAT 1**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2246 vacating Public Utility Easements, located on Lots 3 & 4, Plaza 36 Plat 1.

Notice of this hearing was published in the Des Moines Register on the 21st day of November, 2025.

Mayor:

"Has any written correspondence been received regarding this proposed vacation"?

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 vacation."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed vacation, 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 2025-68.
- ☐ Consider **MOTION** to accept first consideration of ORDINANCE 2246.

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3557

ORDINANCE

**ORDINANCE VACATING PUBLIC UTILITY EASEMENTS,
LOCATED ON LOTS 3 & 4, PLAZA 36 PLAT 1**

WHEREAS, pursuant to notice published in the manner required by law, on the 1st day of December, 2025, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate public utility easements, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said Easement is no longer necessary; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release said Easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this 5th day of January, 2026.

CITY OF ANKENY, IOWA

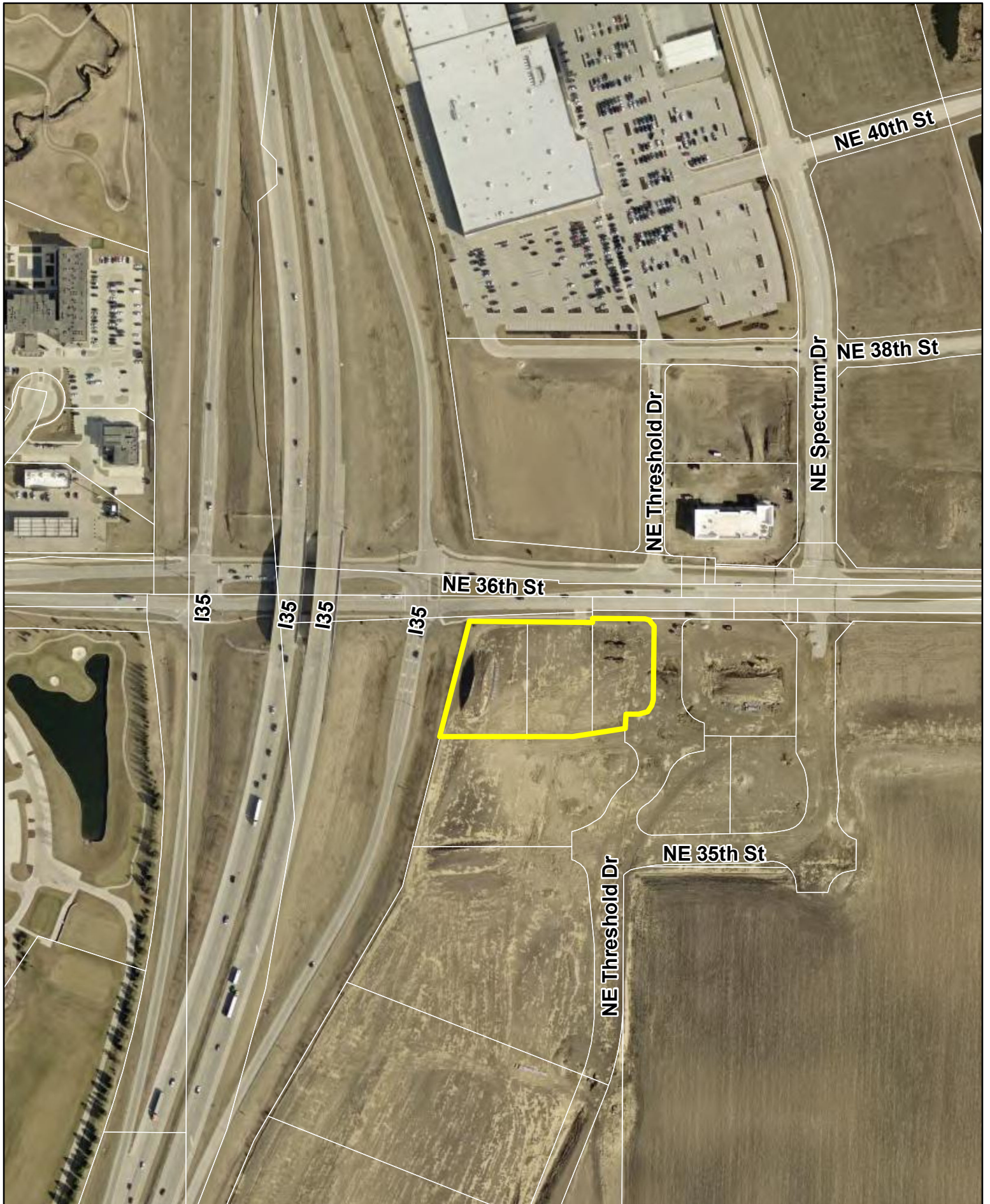
Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____





October 28, 2025

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Lots 3 & 4 – Plaza 36 Plat 1 – Public Utility Easement Vacation

Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, LC, we respectfully request the vacation of a portion of the existing public utility easement located within Lots 3 and 4 of Plaza 36 Plat 1. A plat of survey is currently under review to combine Lots 2, 3, and 4 into two parcels, and the existing easements are situated within the interior of the proposed new parcels.

We respectfully request the City Council's approval of this vacation. Thank you for your time and consideration.

Sincerely,

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.

EXHIBIT "A"

EASEMENT VACATION LEGAL DESCRIPTION

THE EAST 10 FEET EXCEPT THE SOUTH 44.8 FEET AND EXCEPT THE NORTH 27 FEET OF LOT 3, PLAZA 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

AND

THE EAST 10 FEET EXCEPT THE SOUTH 49.5 FEET AND EXCEPT THE NORTH 27 FEET OF LOT 4, PLAZA 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

PREPARED FOR PROPRIETOR

CITY OF ANKENY
410 WEST 1ST STREET
ANKENY, IOWA 50023

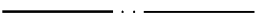
DRA PROPERTIES, LC
1525 NE 36TH STREET
ANKENY, IOWA 50021



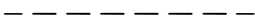
LEGEND



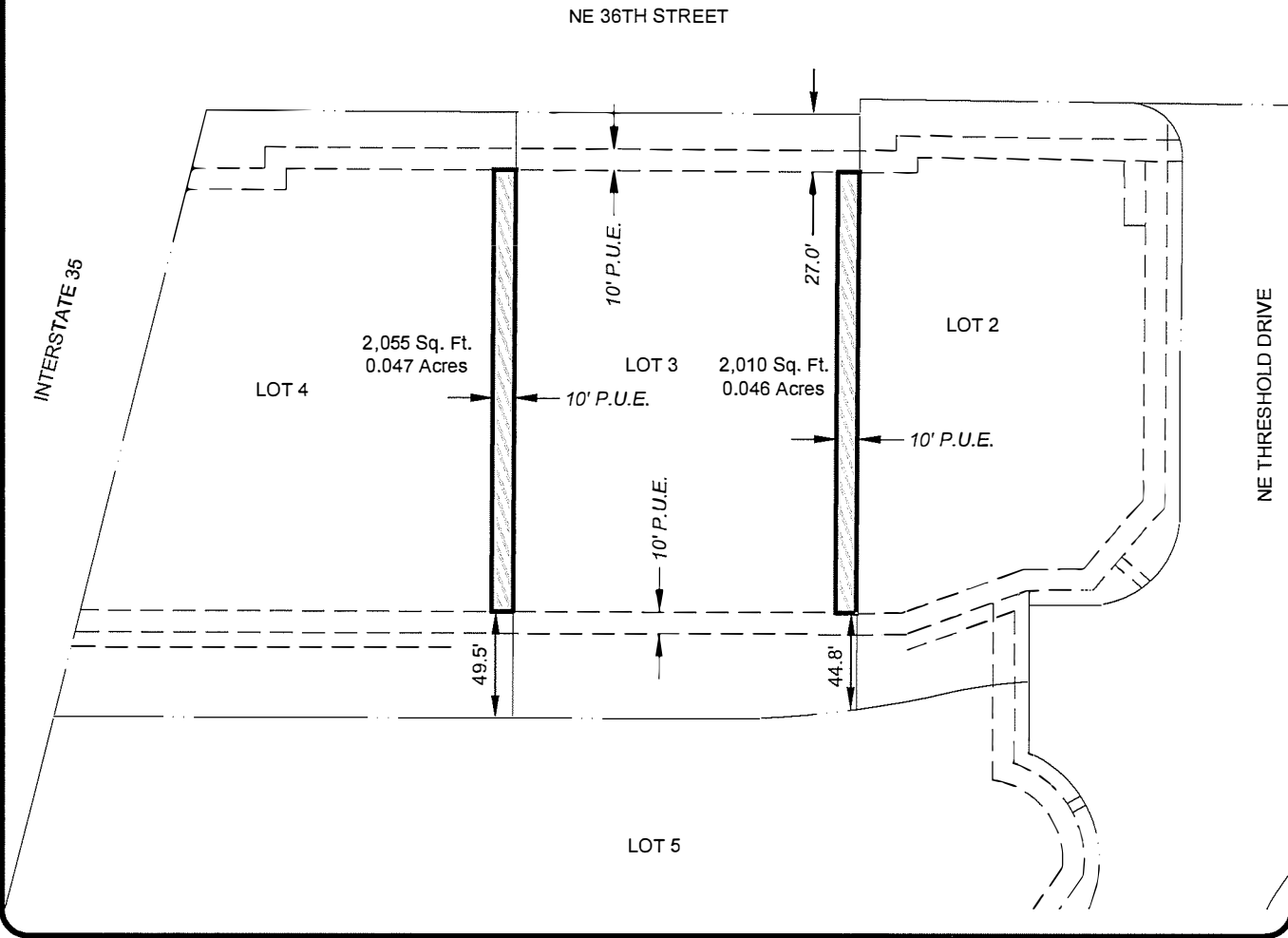
SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE



EXISTING EASEMENT LINE





1933 SW MAGAZINE RD
ANKENY, IOWA
50023
(515) 965-0123 phone
www.nillesinc.com

PROJECT:
EASEMENT VACATION

LOCATION:
ANKENY, IOWA

NAI No.: 24029	DRAWN BY: TJM	DWG No.: 2/3
DATE: 11/14/2025	CHECKED BY: ADS	SHEET TITLE: VAC-A

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Approval of official council actions of the regular meeting of November 17, 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, November 17, 2025, 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

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

CEREMONY

1. Mayor Bentz administered the Oath of Office to Council Member Matt Davis.

APPROVAL OF AGENDA

1. Council Member Davis moved, Stearns seconded, to approve and accept the November 17, 2025 agenda without amendment. Ayes: 4.

PUBLIC HEARINGS

1. PH 2025-67. Mayor Bentz announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2245 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to amend the Crosswinds Business Park Planned Unit Development, PUD Zoning. Layman's Description – approximately 444 acres (+/-) located south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of NE 54th Avenue (County). Notice of this hearing was published in the Des Moines Register on the 7th day of November, 2025 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that city staff are requesting that City Council initiate a rezoning from PUD, Planned Unit Development to PUD, Planned Unit Development, for an amendment to the Crosswinds Business Park PUD and waive the requirement for notification through on-site signage based upon the size and perimeter of the site.

Mayor Bentz then asked for any public comment regarding the proposed rezoning. Dennis Sult addressed council, asking for consideration of neighbors in protecting their best interests. Council Member Stearns moved, Ruddy seconded, to close public hearing 2025-67. Ayes: 4. Council Member Stearns moved, Ruddy seconded, to accept first consideration of ORDINANCE 2245. Ayes: Stearns, Ruddy, Davis, Shafer.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of November 3, 2025, as published.

2. Receive and file minutes of the Plan and Zoning Commission meeting of October 21, 2025.
3. Receive and file minutes of the Cultural Arts Board meeting of June 11, 2025.

Licenses and Permits

4. Issuance of Cigarette, Tobacco, Vapor, Nicotine, and Device Retailer Permits.
5. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

6. Receive and file Financial Reports for October 2025.
7. Receive and file Building Permit Report for October 2025.
8. Receive and file the Utility Billing Report for October 2025.
9. Change Order #1 increasing the contract amount by \$14,250.00 to Jasper Construction Services, Inc. for construction services on the Sawgrass Park Dam Improvements project.
10. Change Order #1 increasing the contract amount by \$73.09 to Jasper Construction Services for construction services on the Trestle Ridge Park project.
11. Change Order #2 increasing the contract amount by \$35,036.43 to Rognes Corporation for construction services on the SE 3rd Street Utility Improvements - Phase 2 project.
12. Payment #7 in the amount of \$147,485.88 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements – Phase 4.
13. Payment #11 in the amount of \$466,065.41 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.
14. Payment #7 in the amount of \$30,844.94 to Civil Design Advantage for engineering services on the SE Creekview Drive Extension (RISE) project.
15. Payment #8 in the amount of \$19,465.46 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements — Phase 1 project.
16. Payment #11 in the amount of \$4,956.95 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension — Phase 4 project.
17. Payment #1 in the amount of \$183,248.03 to Jasper Construction Services for construction services on the Trestle Ridge Park project.
18. Payment #1 in the amount of \$43,012.71 to Jasper Construction Services, Inc., for construction services on the Sawgrass Park Dam Improvements project.
19. Payment #8 in the amount of \$9,771.60 to JEO Consulting Group, Inc., for engineering services on the Ankeny North Four Mile Creek Sanitary Sewer Study project.
20. Payment #20 in the amount of \$12,104.80 to McClure Engineering for construction administration and observation on the SW Des Moines Street Utility Improvements.
21. Payment #2 in the amount of \$36,340.00 to Nilles Associates, Inc. for engineering services on the Deer Creek Sanitary Trunk Sewer project.
22. Payment #7 in the amount of \$26,490.51 to On Track Construction, LLC, Inc., for construction services on the SW Walnut Street and SW Ordinance Road Water Main project.
23. Payment #16 in the amount of \$80,500.76 to Rognes Corporation, for construction services on the SE 3rd Street Improvements — Phase 2 project.
24. Payment #6 in the amount of \$546,826.04 to Shekar Engineering, PLC, for construction services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
25. Payment #7 in the amount of \$35,879.92 to Van Maanen Electric, Inc., for construction services on the Fiber Optic Network Upgrade project.
26. November 17, 2025 Accounts Payable by fund: General \$247,198; Hotel Motel Tax \$158,909; Road Use Tax \$76,782; Seizure \$2,010; Police/Fire Pension \$1,405; Debt Service \$2,158,669; Library Foundation \$421; Miracle Park \$7,052; Solid Waste \$114,102; Water \$729,765; Water Sinking \$245,263; Sewer \$807,112; Storm Water \$15,178; Golf Course \$18,082; Enterprise Project \$698,070; Revolving \$13,232; Risk Management \$44,041; Health Insurance \$104; Capital Projects \$1,220,900; Payroll Totals \$1,594,963; Transfers/ACH (\$239,593); Agenda Payments Approved Separately (\$1,902,100); Grand Total \$6,011,565.

Personnel Items

27. Approve the revised classification position description recommended for Accounting Manager.

Community Development Items

28. **RESOLUTION 2025-447** setting a public hearing for a request to vacate Public Utility Easements located on Lots 3 & 4, Plaza 36 Plat 1 (date of hrg: 12/1/25 @ 5:30 p.m.)

Engineering Items

29. **RESOLUTION 2025-448** agreeing to cancellation of original contract and bonds and accepting new contract and bonds in Kimberley Villas Plat 3 for water main and sanitary sewer.

Capital Improvement Projects

30. Approve the Professional Services Agreement with Snyder & Associates, Inc. for the design engineering and construction engineering services of the N Ankeny Boulevard - 1st Street to 11th Street Improvements Landscaping project in an amount not to exceed \$46,500.00.
31. **Traffic Signal Upgrades**: Approve: a) Final Change Order #1 increasing the contract amount by \$4,730.00; b) Certificate of Completion; c) **RESOLUTION 2025-449** accepting the public improvements with Iowa Signal, Inc. in the amount of \$82,030.00; and d) Final Payment #1 in the amount of \$79,569.10; Retainage Payment in the amount of \$2,460.90.
32. **2025 City-Wide Permanent Surface Restoration**: Approve: a) Final Change Order #1 decreasing the contract amount by \$750.00; b) Certificate of Completion; c) **RESOLUTION 2025-450** accepting the public improvements with Alpha Landscapes LLC in the amount of \$57,100.00; and d) Final Payment #1 in the amount of \$55,387.00 and Release of Retainage in the amount of \$1,713.00.
33. **2025 PCC Street Patching Program**: Approve: a) Final Change Order #1 decreasing the contract amount by \$3,116.60; b) Certificate of Completion; c) **RESOLUTION 2025-451** accepting the public improvements with Iowa Contracting, Inc. in the amount of \$582,025.50; and d) Final Payment #4 in the amount of \$53,152.50; Retainage Payment in the amount of \$29,101.28.
34. **NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard: Landscape Improvements**: Approve: a) Final Change Order #2 increasing the contract amount by \$1,782.00; b) Certificate of Completion; c) **RESOLUTION 2025-452** accepting the public improvements with Alpha Landscapes in the amount of \$83,555.00; and d) Final Payment #3 in the amount of \$0.00; Retainage Payment in the amount of \$7,722.86.
35. **NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street**: Approve: a) Certificate of Completion; b) **RESOLUTION 2025-453** accepting the public improvements with Elder Corporation in the amount of \$9,813,528.33; and c) Final Payment #18 in the amount of \$0.00; Retainage Payment in the amount of \$30,000.00.
36. **RESOLUTION 2025-454** ordering construction on the Otter Creek Trunk Sewer Extension — Phase 4 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/9/25 @ 10:30 A.M. / date of hrg: 12/15/25 @ 5:30 P.M.)
37. **RESOLUTION 2025-455** ordering construction on the Westlawn Place Area Utility Improvements - Phase 1 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/9/25 @ 10:30 A.M. / date of hrg: 12/15/25 @ 5:30 P.M.)

Administrative Items

38. Approve a tender agreement with Auto-Owners Insurance Company to complete the 2022 Prairie Ridge Aquatics Center caulking project.
39. Approve 2026 Parks & Recreation Department fees.
40. **RESOLUTION 2025-456** approving debt certification forms, appropriating funds and directing filing of certifications.

Ordinances

41. Accept third consideration of **ORDINANCE 2240**, an Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Knapp-Elwell, LC from PUD, Planned Unit Development to PUD, Planned Unit Development, sending it on its final passage and publication as required by law.
42. Accept third consideration of **ORDINANCE 2241**, an Ordinance amending Chapter 55 of the Code of Ordinances of The City of Ankeny, Iowa by adding a new section Prohibiting False Representation of Service Animal, sending it on its final passage and publication as required by law.
43. Accept third consideration of **ORDINANCE 2242**, an Ordinance amending the Code of Ordinances for the City of Ankeny, Iowa by amending provisions related to Chapter 41, Public Health and Safety, sending it on its final passage and publication as required by law.
44. Accept third consideration of **ORDINANCE 2243**, an Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa by incorporating the 2025 Legislative changes related to Retail Alcohol Licenses, and Cigarette and Tobacco Regulations, sending it on its final passage and publication as required by law.

APPROVAL OF CONSENT AGENDA

1. Council Member Stearns moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-44. Ayes: Stearns, Shafer, Davis, Ruddy.

LEGISLATIVE BUSINESS

Approval of Ordinances

45. **Ord 2244.** An Ordinance amending Chapter 167 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Vegetation Height Restrictions. Council Member Shafer moved, Stearns seconded, to accept second consideration of ORDINANCE 2244. Ayes: Shafer, Stearns, Davis, Ruddy.

NEW BUSINESS

1. Proposed public art on a traffic signal control cabinet Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2025-457** approving a wrap consisting of public art on a traffic signal control cabinet at the northwest corner of NW School Street and West First Street in front of Parkview Middle School. Ayes: Ruddy, Shafer, Davis, Stearns.

ADJOURNMENT

1. Meeting was adjourned at 6:05 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 11/28/25.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Receive and file minutes of the Plan and Zoning Commission meeting of November 4, 2025.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. P&Z Minutes 2025-11-04

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, November 4, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Pro Tem Trina Flack called the November 4, 2025, meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Glenn Hunter, Trina Flack, Lisa West, Todd Ripper and Phil Tuning. Absent: Ted Rapp and R.Weisheit.

Staff present: Eric Jensen, Eric Carstens, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the November 4, 2025 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes of the October 7, 2025 Plan and Zoning Commission meeting

Motion to approve and accept the October 7, 2025 minutes of the Plan and Zoning Commission meeting.

Item # 2. Deer Creek Reserve Plat 1 Final Plat and Deer Creek Reserve Site Plan

Motion to recommend City Council approval of the Deer Creek Reserve Plat 1 Final Plat.

Motion to approve the site plan for Deer Creek Reserve, subject to recordation of the Deer Creek Reserve Plat 1 Final Plat.

Referencing Item #2, Deer Creek Reserve Site Plan, Commissioner Hunter commented that he understands that the materials meet the standards, but he is not pleased with the architecture for this site plan. He also commented that he would have preferred to see more green space instead of 109 extra parking stalls.

Motion by P.Tuning to approve the recommendations for Consent Agenda Items #1 - #2. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the November 3, 2025 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the Tuesday November 18, 2025 Plan and Zoning Commission meeting and reviewed the October 2025 Building Permit Report.

Commissioner's Reports

There were no reports.

ADJOURNMENT

There being no further business, Commissioner Hunter moved to adjourn the meeting. Second by Commissioner Tuning. Meeting adjourned at 6:35 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang
Recording Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Receive and file minutes of the Library Board of Trustees meeting of October 16, 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 OCT 2025

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

Thursday, October 16, 2025

Regular meeting: 6 p.m.

Location: Library

Present: Gene Lucht, Nancy Medema, Fred Schuster, Heather Stephenson, Miranda Piepho (virtual)

Staff: Sam Mitchel

Other: Erin Coughlin and Molly Guerra

Topic	Discussion
Call to Order	Schuster called the meeting to order.
Approval of Minutes	Medema moved to approve September minutes. Stephenson seconded. Approved by all.
Public Comments	
Consent Agenda	Mitchel presented financials. • Run rate = 25% • Mitchel will be asking CTI to visit library to look at the internet and cable connections in the meeting rooms. Patrons have been reporting spotty connections recently. • A variety of other maintenance issues have also happened lately to affect the run rate. • Schuster confirmed with Mitchel that the city has begun their process for the next FY budget cycle. Jennifer Sease volunteered to come back in November to give a brief presentation on the budget process. All in favor. Mitchel will set that up with Sease.
Policy/Procedure Review	
Director's Report	Mitchel presented Director's report. • Held a staff development training on safety. • Participated in the city employee tailgating event. • Conducted monthly AED and fire extinguisher inspections. • Elevator 2 is still inoperable. • Strategic Planning Committee met to discuss the mission statement. • Mitchel attended metro-area library directors meeting. • Conducted Marketing meeting to discuss Web Content Accessibility Guidelines. Medema asked if additional time was set aside for board trainings. Mitchel confirmed that additional sessions will open up. Schuster asked Erin Coughlin about National Library Card Signup Month – we didn't reach our goal of 400. Heb asked what the average was. Erin responded that the number varies – we've had some months hitting just 100 new cards, other months see 500 new cards issued. September is our big advertisement campaign month to encourage new sign ups. Promoted this via Social Media. Schuster asked how orgs get library cards. Erin responded that they don't give out many, but the library did just issue a nursing home a card. They get extended check outs (4 weeks).
Department Reports	

Topic	Discussion
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Friends of the Library (update)	Mitchel mentioned the Friends' bingo event this coming weekend. Medema confirmed their next meeting will be October 30.
Old Business	
New Business	Strategic Plan – Review Draft - Stephenson recommended we wait to vote on the plan until more board members are present. Sommerfeld also commented via email that she wanted to revisit the mission statement. Agreed by all to discuss in November. Web Content Accessibility Guidelines (WCAG) - This relates to ADA laws – everything we have on our website has to be accessible to a screen reader. Library is starting to review our website and Facebook page to make sure we are in compliance. We will also be updating content to ensure we are using the right style of headings. We will also be updating how we display reports, charts, and images on the website. Mitchel has reached out to Library of the Blind to see if they can provide any input on what we need to consider when assessing our online content. Any updates we make must be made by April 2026. FY27 Budget & FY26 Amendment: Initial Discussion - Mitchel confirmed that anything we want to do for the remainder of FY26, Sease recommended that we submit an amendment. - Vega Discovery is being submitted as an amendment. This will help us meet the WCAG guidelines. Medema wanted to confirm that this wouldn't affect our Polaris subscription. - FY27 Budget Items to be included: - Summer Intern - Vega Interact (patron notification software) - Polaris Cloud (if we get this, we would have to pay for Vega Interact) - Additional desktop computer for Circulation Workroom - Window Shades - Sound Panels 5-Year Personnel Plan – This is new this FY. Will include: - Outreach Librarian - primary job will be to visit nursing homes, daycares, helping with programs, book drop off, etc. - Page – we rely heavily on volunteers. Some staff, when they have time, will do some shelving. However, we can't always count on that or expect it. A Page would help with these types of tasks. Stephenson asked about Polaris – are we paying the same as other libraries for same service? Coughlin has reached out to other libraries, and confirmed that even though there are modules we aren't using, we seem to be getting a great deal. State Library of Iowa Annual Report - Mitchel provided for board review. Schuster will have to electronically sign once it's been submitted.
Continuing Education	

Topic	Discussion
Executive Session	
Adjournment	Stephenson motioned to adjourn. Next meeting: November 20, 2025

Respectfully submitted, Miranda Piepho, Secretary

Approved: 11/20/25



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the issuance of Cigarette, Tobacco, Vapor, Nicotine, and Device Retailer 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. Caseys Marketing Company, dba Casey's #4675, 2710 SW Snyder Blvd, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (New), Tentatively 1/5/26 through 6/30/26.
2. AS Outlet, Inc, dba Smokes and Vape, 502 N Ankeny Blvd, Ste 12, Device Retailer (New), Tentatively 12/1/26 through 6/30/26.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Applicants have paid the license fees in accordance with Iowa Code Chapters 453A and 453E.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, 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. Des Moines Area Community College d/b/a Des Moines Area Community College, 2006 S Ankeny Blvd, Bldg. #7 - Special Class C Retail Alcohol License (BW) (Renewal) - Effective February 5, 2025. PENDING DEPT APPROVAL.
2. Iowa CVS Pharmacy LLC d/b/a CVS Pharmacy #10114, 104 E First St. - Class E Retail Alcohol License (LE) (Renewal) - Effective February 10, 2025.
3. Pheasants Forever Inc. d/b/a Northern Polk Chapter 282, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 27, 2025. PENDING DRAM ENDORSEMENT.
4. Great Caterers of Iowa Inc. d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 19, 2025.
5. Hy-Vee Inc. d/b/a Hy-Vee Ankeny #1, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective February 1, 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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Change Order #2 increasing the contract amount by \$880.00 to Alpha Landscapes, for construction services on the N Ankeny Blvd and 18th Street 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. Alpha Landscapes - CO #2

CHANGE ORDER FORM



Project Title: N Ankeny Boulevard and 18th Street Intersection Improvements
Contractor: Alpha Landscapes
Address: 31273 510th Ave, Slater, IA
Finance Budget Code: 913.3913.4405 **Finance Project #** 913.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: August 21st, 2023 **Vendor #** 11844

Change Order Number: 2

Change Order Date: December 1, 2025

Purpose of Change Order:

Replace 40 perennials that died due to the Summer 2025 irrigation ban. 15% of the value of these replacement plants will be held as retainage for the warranty.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
3	Perennials, 1 Gallon Cont., w/ Warranty	EA	40	\$ 22.00	\$ 880.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 880.00**

Contractor Accepted: Alpha Landscapes
 Signature: [Signature] Firm Name: Alpha Landscapes
 Date: 11/17/2025

Engineer Approved: Snyder & Associates
 Signature: [Signature] Firm Name: Snyder & Associates
 Date: 11/13/25

Owner Accepted: City of Ankeny
 Signature: [Signature] Title: Mayor
 Date: 11/17/25

Attest for Owner:
 Signature: [Signature] Title: City Clerk
 Date:

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 69,693.00
1	April 21, 2025	\$ 3,930.00
2	December 1, 2025	\$ 880.00
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Revised Contract Amount **\$ 74,503.00**



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Change Order #1 increasing the contract amount by \$23,205.00 to Caliber Concrete, LLC, for construction services on the county NW 72nd Place Westbound Right Turn Lane project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

This change order is for quantity adjustment to reflect what was measured in the field.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Caliber Concrete - CO #1

CHANGE ORDER FORM



Project Title: County NW 72nd Place Westbound Right Turn Lane
Contractor: Caliber Concrete, LLC
Address: 309 Audubon Street, Adair, Iowa 50002
Finance Budget Code: 965.3965.4451 **Finance Project #:** 965.4451
Vendor Project #: 0 **Purchase Order #:** 0
Original Contract Date: September 2, 2025 **Vendor Account #:** 10157

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

Purpose of Change Order:

Items #1-6: Quantity adjustment to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Granular Shoulders, Type B	TON	19.00	\$ 55.00	\$ 1,045.00
2	Subbase Over-excavation, 6" Depth	SY	(53.00)	\$ 30.00	\$ (1,590.00)
3	Portable Dynamic Message Sign (PDMS)	CDAY	10.00	\$ 400.00	\$ 4,000.00
4	Temporary Traffic Control	LS	(1.00)	\$ 1,000.00	\$ (1,000.00)
5	Additional Temporary Traffic Control	LS	1.00	\$ 7,150.00	\$ 7,150.00
6	Daily Lane Closures	EA	8.00	\$ 1,700.00	\$ 13,600.00
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 1 makes the following adjustments to the Contract:					\$ 23,205.00

Contractor Accepted: Caliber Concrete, LLC

Signature: [Signature] Firm Name: Caliber Concrete, LLC
 Date: 11.18.2025

Engineer Approved: City of Ankeny

Signature: [Signature] Firm Name: City of Ankeny
 Date: 11/18/2025

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: December 1, 2025

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: December 1, 2025

Record of Change Orders:

Original Contract Amount		\$ 85,883.26
#	Change Order Date	Amount
1	December 1, 2025	\$ 23,205.00
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Revised Contract Amount \$ 109,088.26



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #8 in the amount of \$1,839.95 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 #8

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: ~~November 17, 2025~~ ^{December 1} Payment Application #: 8

Payment Period: From: September 20, 2025 Through: October 31, 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:	\$ 44,614.34	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned Less Retainage:	\$ 44,614.34	
Less Previous Applications for Payment:	\$ 42,774.39	
SUBTOTAL:		\$ 1,839.95

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 1,839.95

Balance to Finish, Including Retainage: \$ 96,985.66

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.

Signature: Michelle M. Smalley
 Firm Name: November 5, 2025
 Date

City of Ankeny Staff Approval:

Signature: Leslie Hart
 Date: Nov 13, 2025

Submit to: Leslie Hart, P.E., PTOE, Traffic Engineering Manager
 E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 11/5/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 21, 2025	\$ 6,106.32
2	May 19, 2025	\$ 2,409.25
3	June 16, 2025	\$ 11,287.43
4	July 7, 2025	\$ 7,317.00
5	August 18, 2025	\$ 4,982.27
6	September 15, 2025	\$ 4,479.74
7	October 6, 2025	\$ 6,192.38
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 42,774.39

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

IMPORTANT REMITTANCE INFORMATION

Please include the AECOM invoice number when sending payment

INVOICE NUMBER: 2001079074

Invoice Date: 05-NOV-25

Invoice Due Date: 05-DEC-25

Amount Due: \$1,839.95 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



AECOM
500 SW 7th Street
Suite 301
Des Moines, Iowa 50309
www.aecom.com

515.323.7910 tel
515.244.4803 fax

November 5, 2025

Ms. Leslie Hart, PE, PTOE
Traffic Engineering Manager
City of Ankeny

Subject: **I35 and NE 36th Street Interchange Improvements
Progress Report No. 08
AECOM #60751780**

Dear Ms. Hart:

This progress report summarizes the work completed on the I35 and NE 36th Street Interchange project from September 20, 2025, through October 31, 2025. The following activities were accomplished during this time period:

1. Continued coordination on the Traffic Forecast Memo and Methods and Assumptions Memo.
2. Submitted revised Traffic Forecast Memo to Iowa DOT for review and approval.

The following work is anticipated during the upcoming weeks:

1. Continue safety analysis, traffic forecasting, and forecasted operations review.
2. Further developed Synchro models.
3. Continue layout of current interchange.

The project is proceeding within the current contract budget. With the additional coordination with the Iowa DOT on the necessary updates and review of the MPO's TDM model, our anticipated schedule for completion has been delayed. Once data analysis is complete and we have Iowa DOT approval of the forecast, we will revise the schedule and complete the remaining tasks in a timely manner. Please contact us if you have any questions regarding this report.

Yours sincerely,

Todd L. Allyn, PE

Michelle M. Sweeney, PE, PTOE

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: 05-NOV-25
Invoice Number: 2001079074

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 : 20-SEP-25 - 31-OCT-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	26-SEP-25	13.00	34.35	446.52		
Bernhardt, Mary E	Project Support	26-SEP-25	1.00	43.36	43.37		
Salomonsen, Derek A	Staff Professional	26-SEP-25	1.00	60.32	60.32		
Salomonsen, Derek A	Staff Professional	10-OCT-25	0.50	64.54	32.27		
Salomonsen, Derek A	Staff Professional	24-OCT-25	1.00	64.54	64.54		
Van Sickle, Ethan (Ethan)	Professional	26-SEP-25	2.00	37.52	75.05		
Total Labor Multiplier			18.50		722.07		722.07
OverHead Markup							906.20
Labor CPFF Total							1,628.27
Lump Sum							
<u>Description</u>							<u>Billed Amt</u>
Fixed Fee Labor							211.68
Total Lump Sum							211.68
Project Total : ANK - I35 and NE 36th St Interchange							1,839.95

Invoice Summaries		
Total Current Amount :		1,839.95
Retention Amount :		0.00
Pre-Tax Amount :		1,839.95
Tax Amount :		0.00
Total Invoice Amount :		1,839.95

Billing Summaries					
Billing Summary	Current	Prior	Total	Limit	Remain
Billings	1,839.95	42,774.39	44,614.34	141,600.00	96,985.66
Tax	0.00	0.00	0.00		
Billing Total :	1,839.95	42,774.39	44,614.34		



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$5,334.44 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street 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. Alpha Landscapes - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Boulevard and 18th Street Intersection Improvements
Contractor: Alpha Landscapes
Address: 31273 510th Ave, Slater, IA
Finance Budget Code: 913.3913.4405 **Finance Project #** 913.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: August 21st, 2023 **Vendor #** 11844

Date of Council Meeting: 12/01/25 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 01/01/25 Through: 11/04/25

Contract Summary

Original Contract Amount:	\$	69,693.00	
Net change by Change Orders:	\$	4,810.00	
Contract Amount to Date: (line 1 ± 2)	\$	74,503.00	
Total completed and stored to date:	\$	73,169.80	
Retainage: 5 % of Completed Work:	\$	3,658.49	
Total Earned less Retainage:	\$	69,511.31	
Less previous applications for payment:	\$	64,176.87	
SUBTOTAL	\$	5,334.44	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	5,334.44	

Balance to finish, including retainage: \$ 4,991.69

Contract Time Remaining (If applicable) N/A Completion Date April 15, 2024

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

Construction Contractor Approval:

Alpha Landscapes

Signature

Firm Name

11/17/2025
Date

Engineer / Consultant Approval:

Snyder & Associates

Signature

Firm Name

November 13, 2025
Date

City of Ankeny Staff Approval:

Signature

11/17/25
Date

Submit to:

Leslie Hart

E-mail: Lhart@ankenyiowa.gov

Phone: 515-963-3548

Fax: 515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Mulchization	LS	1		1	\$ 5,595.00	\$ 5,595.00		\$ -	1.00	1.00	\$ 5,595.00	0	100.00%
2	Temporary Traffic Control	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0	100.00%
3	Perennialia, 1 Gallon Container, w/ Warranty	EA	218		218	\$ 22.00	\$ 4,796.00	32.70	\$ 719.40	152.60	185.30	\$ 4,076.60	32.7	85.00%
4	Ornamental Grasses, 1 Gallon Container, w/ Warranty	EA	106		106	\$ 22.00	\$ 2,332.00	15.90	\$ 349.80	74.20	90.10	\$ 1,982.20	15.9	85.00%
5	Offsite Amended Topsoil, 12" Depth	CY	53		53	\$ 90.00	\$ 4,770.00		\$ -	53.00	53.00	\$ 4,770.00	0	100.00%
6	Rod Mulch, 3" Depth, 1 1/2" Clean River Rock w/ Commercial Grade Landscape Fabric	TN	23		23	\$ 250.00	\$ 5,750.00		\$ -	23.00	23.00	\$ 5,750.00	0	100.00%
7	Conventional Seeding and Fertilizing, Type 6 Salt-resistant Mixture, and Bonded Fiber M	LS	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 1,500.00	0	100.00%
8	Electrical Service for Irrigation System	LS	1		1	\$ 11,500.00	\$ 11,500.00		\$ -	1.00	1.00	\$ 11,500.00	0	100.00%
9	Dry Irrigation System	LS	1		1	\$ 30,950.00	\$ 30,950.00		\$ -	1.00	1.00	\$ 30,950.00	0	100.00%
CC1	Auger Holes with Rock	LS	1		1	\$ 3,930.00	\$ 3,930.00	1.00	\$ 3,930.00		1.00	\$ 3,930.00	0	100.00%
CC2	Perennial Replacements	EA	40		40	\$ 22.00	\$ 880.00	28.00	\$ 616.00		28.00	\$ 616.00	12	70.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 74,503.00 PAY PERIOD = \$ 5,615.20

COMPLETED = \$ 73,169.80

98.21%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 18, 2024	\$ 27,066.45
2	December 16, 2024	\$ 37,110.42
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 64,176.87

Record of Change Orders

No.	Date	Amount
1	April 21, 2025	\$ 3,930.00
2	December 1, 2025	\$ 880.00
3		
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20		

CHANGE ORDER TOTAL = \$ 4,810.00

Contract Time Remaining

Contract Period:	Completion Date
Construction Start Date:	August 21, 2023
Completion Date:	April 15, 2024

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$6,309.18 to Alpha Landscapes, for construction services on the NE Delaware Ave Reconstruction: NE 5th to NE 18th: Landscaping project.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Alpha Landscapes - Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Reconstruction: NE 5th to NE 18th: Landscaping
Contractor: Alpha Landscapes
Address: City of Ankeny
Finance Budget Code: 979.3937.4405 Finance Project #: 979.4405
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: July 15th, 2024 Vendor #: 11844

Date of Council Meeting: 12/01/25 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: 11/02/24 Through: 10/31/25

Contract Summary

Original Contract Amount:	\$	53,785.00	
Net change by Change Orders:	\$	650.00	
Contract Amount to Date: (line 1 ± 2)	\$	54,435.00	
Total completed and stored to date:	\$	46,448.75	
Retainage: <u>5</u> % of Completed Work:	\$	2,322.44	
Total Earned less Retainage:	\$	44,126.31	
Less previous applications for payment:	\$	37,817.13	
SUBTOTAL	\$	6,309.18	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,309.18

Balance to finish, including retainage: \$ 10,308.69

Contract Time Remaining (If applicable) N/A Completion Date May 23, 2025

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

Construction Contractor Approval: Alpha Landscapes
Firm Name
Signature [Signature] Date 11/24/25

Engineer / Consultant Approval: Snyder & Associates
Firm Name
Signature [Signature] Date November 21, 2025

City of Ankeny Staff Approval: Adam Lust
Signature [Signature] Date 11/24/25

Submit to: Adam Lust, P.E.
E-mail: alust@ankenyiowa.gov Phone: 515-963-3537 Fax: 515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNIT	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														
1	Medicinal	LS	1		1	\$ 4,850.00	\$ 4,850.00	0.00	\$ -	1.00	1.00	\$ 4,850.00	0.00	100.00%
2	Temporary Traffic Control	LS	1		1	\$ 1,000.00	\$ 1,000.00	0.30	\$ 300.00	0.70	1.00	\$ 1,000.00	0.00	100.00%
3	Urethane Trees, 1.5" Caliper with Warranty	EA	67		67	\$ 385.00	\$ 24,455.00	10.05	\$ 3,688.25	46.90	56.95	\$ 20,766.75	10.05	85.00%
4	Ornamental Trees, 1.5" Caliper with Warranty	EA	20		20	\$ 385.00	\$ 7,700.00	3.00	\$ 1,155.00	14.00	17.00	\$ 6,545.00	3.00	85.00%
5	Conifer Trees, 6' Height with Warranty	EA	12		12	\$ 495.00	\$ 5,940.00	1.80	\$ 705.00	8.40	10.20	\$ 4,470.00	1.80	85.00%
6	Planting and Maintenance of Plants, per Trip	EA	20		20	\$ 235.00	\$ 4,700.00	3.00	\$ 705.00	7.00	10.00	\$ 2,350.00	10.00	50.00%
7	Wood Mulch Beds, 3" Depth w/ Commercial-Grade Landscape Fabric	CY	21		21	\$ 185.00	\$ 3,885.00	0.00	\$ -	21.00	21.00	\$ 3,885.00	0.00	100.00%
8	Spade-Cut Edging at Wood Mulch Beds, 4" Depth	LF	450		450	\$ 2.00	\$ 900.00	0.00	\$ -	450.00	450.00	\$ 900.00	0.00	100.00%
9	Conventional Seeding and Fertilizing, Type 1 Lawn Seed Mixture, and Bonded Fiber Matrix (BFM) Hydromulching	LS	1		1	\$ 875.00	\$ 875.00	0.00	\$ -	1.00	1.00	\$ 875.00	0.00	100.00%
CO1	Tree Removal/Backfill/Seed & Blanket	EA	2		2	\$ 325.00	\$ 650.00	0.00	\$ -	2.00	2.00	\$ 650.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 54,435.00 PAY PERIOD = \$ 6,841.25

COMPLETED = \$ 46,448.75

85.33%

Previous Applications for Payment

Previous Applications for Payment

Record of Change Orders

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

Page 55 of 595



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #6 in the amount of \$4,705.00 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 #6

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: December 1, 2025 Payment Application #: 6

Payment Period: From: September 13, 2025 Through: October 10, 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:	\$	90,923.80	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	90,923.80	
Less Previous Applications for Payment:	\$	86,218.80	
SUBTOTAL:	\$		4,705.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,705.00

Balance to Finish, Including Retainage: \$ 5,352.20

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

Back Parsons

October 31, 2025

Signature

Date

City of Ankeny Staff Approval:

Matthew Grgurich

11/11/2025

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	July 7, 2025	\$ 13,620.30
2	August 4, 2025	\$ 17,434.00
3	September 2, 2025	\$ 35,998.50
4	October 6, 2025	\$ 9,470.00
5	November 3, 2025	\$ 9,696.00
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 86,218.80



**BOLTON
& MENK**

Real People. Real Solutions.

18th Street Reconstruction Monthly Progress Report

Date: October 31, 2025

To: Matt Grugurich

From: Zach Parsons

Billing Range: Through 10/10/25

Invoice No.: 0378299

BMI Project No. 24X.136148

Work Completed Last Period

Set up existing conditions and no build Synchro models. Performed crash analysis. Run turn warrants analysis. Set up proposed alternatives in SIDRA and Synchro. Develop Synchro/Sim Traffic and SIDRA models for Alternatives.

Upcoming Major Work Items

Final Report

Value Added / Potential Scope-Schedule Changes

2035 Interm Scenario

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	\$ 294.00	\$ 4,658.00	\$ 4,952.00	\$ (328.00)	107%	95%
Task 2:	Traffic Data Collection	\$ 11,047.00	\$ -	\$ 7,344.80	\$ 7,344.80	\$ 3,702.20	66%	95%
Task 3:	Survey and Data Collection	\$ 30,000.00	\$ -	\$ 26,353.00	\$ 26,353.00	\$ 3,647.00	88%	95%
Task 4:	Concept Study Analysis	\$ 14,127.00	\$ -	\$ 19,501.00	\$ 19,501.00	\$ (5,374.00)	138%	100%
Task 5:	Technical Report and Deliverables	\$ 36,478.00	\$ 4,411.00	\$ 28,362.00	\$ 32,773.00	\$ 3,705.00	90%	95%
TOTAL		\$ 96,276.00	\$ 4,705.00	\$ 86,218.80	\$ 90,923.80	\$ 5,352.20	94%	94%

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



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

October 31, 2025
Project No: 24X.136148.000
Invoice No: 0378299
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	
Principal	1.50	294.00	
Totals	1.50	294.00	
Total Labor			294.00
Total this Task			\$294.00

Technical Report and Deliverables (0000005)

Professional Services

	Hours	Amount	
Senior Project Engineer	7.00	1,499.50	
Design Engineer	12.00	1,980.00	
Graduate Engineer	3.00	414.00	
Technician	2.50	337.50	
Specialist	1.00	180.00	
Totals	25.50	4,411.00	
Total Labor			4,411.00
Total this Task			\$4,411.00
Total this Invoice			\$4,705.00

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.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #13 in the amount of \$2,604.90 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 #13

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: December 1, 2025 Payment Application #: 13

Payment Period: From: September 13, 2025 Through: October 10, 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:	\$	343,401.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	343,401.75	
Less Previous Applications for Payment:	\$	340,796.85	
SUBTOTAL:	\$		2,604.90

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 2,604.90

Balance to Finish, Including Retainage: \$ 59,129.25

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 11/11/2025

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
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
8	July 7, 2025	\$ 9,608.00
9	August 4, 2025	\$ 31,105.00
10	September 2, 2025	\$ 44,320.00
11	October 6, 2025	\$ 11,394.80
12	November 3, 2025	\$ 16,829.05
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 340,796.85

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.

NW Prairie Ridge Dr-NW 9th St & NW Ash Dr Intersection Improvements

Monthly Progress Report

Date: October 31, 2025

To: Matt Grugurich

From: Zach Parsons

Billing Through: 9/13/2025-10/10/2025

Invoice No.: 0378300

BMI Project No. 24X.135758.000

Work Completed Last Period

Check Plans, Utility Coordination Meeting, Right of Way Coordination

Upcoming Major Work Items

Project currently paused due to shifting of CIP projects.

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, additional turn lane and pedestrian ramp construction at church intersection

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	\$ -	\$ 15,757.50	\$ 15,757.50	\$ 4,068.50	79%	85%
Task 2: Project Coordination & Public Participation and Involvement	\$ 35,398.00	\$ -	\$ 24,841.00	\$ 24,841.00	\$ 10,557.00	70%	75%
Task 3: Survey and Data Collection	\$ 31,348.00	\$ -	\$ 28,018.50	\$ 28,018.50	\$ 3,329.50	89%	90%
Task 4: Design Phase Services	\$ 247,268.00	\$ -	\$ 253,841.50	\$ 253,841.50	\$ (6,573.50)	103%	95%
Task 5: Bidding Phase Services	\$ 3,466.00	\$ -	\$ -	\$ -	\$ 3,466.00	0%	0%
Task 6: JCG Land Services	\$ 60,800.00	\$ 2,604.90	\$ 13,913.85	\$ 16,518.75	\$ 44,281.25	27%	27%
Task 7: Construction Materials Testing (CMT)	\$ 4,425.00	\$ -	\$ 4,425.00	\$ 4,425.00	\$ -	100%	100%
TOTAL	\$ 402,531.00	\$ 2,604.90	\$ 340,797.35	\$ 343,402.25	\$ 59,128.75	85%	91%

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



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
 MGrgrich@AnkenyIowa.gov
 Matt Grgurich
 Ankeny, IA 50023

October 31, 2025
 Project No: 24X.135758.000
 Invoice No: 0378300
 Client Account: ANKENY_CI_IA

Ankeny/PRA9 Intersection Improvements

Subconsultant - JCG Land Services (0000006)

Consultants

JCG Land Services, Inc.	2,604.90	
Total Consultants	2,604.90	2,604.90
Total this Task		\$2,604.90
Total this Invoice		\$2,604.90

Billings to Date

	Current	Prior	Total
Labor	0.00	322,458.50	322,458.50
Consultant	2,604.90	13,913.85	16,518.75
Expense	0.00	4,425.00	4,425.00
Totals	2,604.90	340,797.35	343,402.25

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.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #1 in the amount of \$105,815.61 to Caliber Concrete, LLC, for construction services on the County NW 72nd Place Westbound Right Turn Lane 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. Caliber Concrete - Pymt #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: County NW 72nd Place Westbound Right Turn Lane
Contractor: Caliber Concrete, LLC
Address: 309 Audubon Street, Adair, Iowa 50002
Finance Budget Code: 965.3965.4451 Finance Project #: 965.4451
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: September 2, 2025 Vendor Account #: 10157

Date of Council Meeting: December 1, 2025 Payment Application #: 1

Payment Period: From: October 6, 2025 Through: November 7, 2025

Contract Summary:

Original Contract Amount: \$ 85,883.26
Net Change by Change Orders: \$ 23,205.00
Contract Amount to Date: (line 1 ± 2) \$ 109,088.26

Total Completed and Stored to Date: \$ 109,088.26
Retainage: 3 % of Completed Work: \$ 3,272.65
Total Earned Less Retainage: \$ 105,815.61
Less Previous Applications for Payment: \$ -
SUBTOTAL: \$ 105,815.61

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 105,815.61

Balance to Finish, Including Retainage: \$ 3,272.65

Contract Time Remaining (Substantial): 4.5 Working Days

Contract Time Remaining (Full): 2.0 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: Caliber Concrete, LLC

Signature: [Signature] Firm Name: Contrell Date: 11-18-2025

Engineer / Consultant Approval: _____

Signature: _____ Firm Name: _____ Date: _____

City of Ankeny Staff Approval: _____

Signature: [Signature] Date: 11/18/2025

Submit to: Matthew Grgurich, P.E.

E-mail: MGrgurich@Ankenylowa.gov Phone Number: 515-963-3549

Date Printed: 11/17/2025

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
2.01	Topsoil, On-site	CY	14.00		14.00	\$ 36.00	\$ 504.00	14.00	\$ 504.00		14.00	\$ 504.00	0.00	100.00%
2.02	Excavation, Class 13, for widening	CY	170.00		170.00	\$ 15.00	\$ 2,550.00	170.00	\$ 2,550.00		170.00	\$ 2,550.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	532.00		532.00	\$ 2.30	\$ 1,223.60	532.00	\$ 1,223.60		532.00	\$ 1,223.60	0.00	100.00%
2.04	Compaction Testing	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		1.00	\$ 1,500.00	0.00	100.00%
2.05	Granular Shoulders, Type B	TON	42.00	19.00	61.00	\$ 55.00	\$ 3,355.00	61.00	\$ 3,355.00		61.00	\$ 3,355.00	0.00	100.00%
7.01	STREET SAND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 12" Thick	SY	444.00		444.00	\$ 119.83	\$ 53,231.16	444.00	\$ 53,231.16		444.00	\$ 53,231.16	0.00	100.00%
7.02	Subbase Over-excavation, 6" Depth	SY	53.00	(53.00)	0.00	\$ 30.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.03	Pavement Removal, HMA and PCC	SY	245.00		245.00	\$ 1.00	\$ 245.00	245.00	\$ 245.00		245.00	\$ 245.00	0.00	100.00%
8.01	TRAFFIC CONTROL													
8.01	Painted Pavement Markings, Waterborne	STA	12.50		12.50	\$ 300.00	\$ 3,750.00	12.50	\$ 3,750.00		12.50	\$ 3,750.00	0.00	100.00%
8.02	Painted Symbols and Legends, Waterborne	EA	4.00		4.00	\$ 250.00	\$ 1,000.00	4.00	\$ 1,000.00		4.00	\$ 1,000.00	0.00	100.00%
8.03	Temporary Traffic Control	LS	1.00	(1.00)	0.00	\$ 1,000.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	15.00	10.00	25.00	\$ 400.00	\$ 10,000.00	25.00	\$ 10,000.00		25.00	\$ 10,000.00	0.00	100.00%
9.01	SITEWORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 2	AC	0.10		0.10	\$ 20,000.00	\$ 2,000.00	0.10	\$ 2,000.00		0.10	\$ 2,000.00	0.00	100.00%
9.02	Wattle, Straw, 8" Diameter	LF	275.00		275.00	\$ 3.50	\$ 962.50	275.00	\$ 962.50		275.00	\$ 962.50	0.00	100.00%
9.03	Wattle, Removal	LF	275.00		275.00	\$ 1.00	\$ 275.00	275.00	\$ 275.00		275.00	\$ 275.00	0.00	100.00%
9.04	Erosion Control Mulching, Hydromulching, BFM	AC	0.10		0.10	\$ 20,000.00	\$ 2,000.00	0.10	\$ 2,000.00		0.10	\$ 2,000.00	0.00	100.00%
11.01	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 5,842.00	\$ 5,842.00	1.00	\$ 5,842.00		1.00	\$ 5,842.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
12.01	CHANGE ORDER ITEMS													
12.01	Additional Temporary Traffic Control	LS	1.00		1.00	\$ 7,150.00	\$ 7,150.00	1.00	\$ 7,150.00		1.00	\$ 7,150.00	0.00	100.00%
12.02	Daily Lane Closures	EA	8.00		8.00	\$ 1,700.00	\$ 13,600.00	8.00	\$ 13,600.00		8.00	\$ 13,600.00	0.00	100.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 108,083.26 PAY PERIOD = \$ 108,083.26

COMPLETED = \$ 108,083.26

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

No.	Date	Amount
1	December 1, 2025	\$ 23,205.00
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CHANGE ORDER TOTAL = \$ 23,205.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	October 6, 2025

Substantial Completion:

Contract Working Days:	20.0
Added by Change Order:	
Total Working Days:	20.0
Working Days Used to Date:	15.5
Working Days Remaining:	4.5

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	3.0
Working Days Remaining:	2.0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #7 in the amount of \$3,925.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation 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. Dixon - Pymt #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Magazine Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON ENGINEERING, INC
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 612.3612.4210 **Finance Project #** 612.4210
Vendor Project or Invoice #: 25-1139 **PO #**
Original Contract Date: **Vendor #** 9477

Date of Council Meeting: December 1, 2025 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: November 1, 2024 Through: November 10, 2025

Contract Summary

Original Contract Amount:	\$	8,175.00	
Net change by Change Orders:	\$	51,395.00	
Contract Amount to Date: (line 1 ± 2)	\$		59,570.00
Total completed and stored to date:	\$	41,750.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		41,750.00
Less previous applications for payment:	\$		37,825.00
SUBTOTAL			\$ 3,925.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,925.00

Balance to finish, including retainage: \$ 17,820.00

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: DIXON ENGINEERING, INC
Firm Name

Signature Date

Engineer / Consultant Approval: Dixon Engineering, Inc.
Firm Name

Signature Date November 10, 2025

City of Ankeny Staff Approval:
Signature Donald Clark Date 11-11-25

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** 515-963-3535

Date Printed: 11/11/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 9, 2024	\$ 7,175.00
2	March 7, 2024	\$ 1,000.00
3	May 30, 2024	\$ 18,245.00
4	June 14, 2024	\$ 8,105.00
5	July 15, 2024	\$ 1,650.00
6	December 6, 2024	\$ 1,650.00
7	November 10, 2025	\$ 3,925.00
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Previous Applications for Payment

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Record of Change Orders

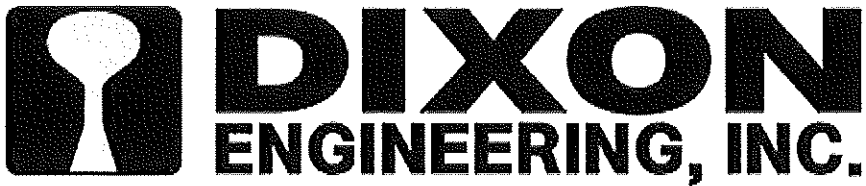
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TOTAL \$ -
Please update Payment Application Sheet

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 \$ 41,750.00



1104 Third Avenue
Lake Odessa, MI 48849
(616) 374-3221

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 25-1139
Date 11/10/2025
Project IA2023TSW-5693 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
1,000,000 Gallon Reservoir - (Magazine Rd) #15 77 03 03			
Technical Specifications & Contract Documents	7,175.00	7,175.00	0.00
Bid Services	1,000.00	1,000.00	0.00
Project Administration	5,000.00	5,000.00	0.00
Pre-construction Meeting	1,550.00	1,550.00	0.00
Weld Services	3,300.00	3,300.00	0.00
Critical Phase Services	32,670.00	14,850.00	0.00
Cathodic Installation	1,650.00	1,650.00	0.00
Finalization Site Review	3,300.00	3,300.00	0.00
Warranty Observation	3,925.00	0.00	3,925.00
Subtotal	59,570.00	37,825.00	3,925.00
Total	59,570.00	37,825.00	3,925.00

Invoice total 3,925.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #17 in the amount of \$31,336.05 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 #17

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: December 1, 2025 Payment Application #: 17

Payment Period: From: October 1, 2025 Through: October 31, 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:	\$	1,124,222.39	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	1,124,222.39	
Less Previous Applications for Payment:	\$	1,092,886.34	
SUBTOTAL:	\$		31,336.05

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: 1 \$ 31,336.05

Balance to Finish, Including Retainage: \$ 130,447.61

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

Brad Hopkey

Digitally signed by Brad Hopkey
DN: CN=Brad Hopkey, OU=Active User Accounts, OU=Members, DC=foth, DC=com
Reason: I am approving this document
Date: 2025.11.14 13:30:14-0500

November 13, 2025

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

11/17/2025

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov

Phone Number: 515-963-3536

Date Printed: 11/12/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 17, 2024	\$ 51,003.36
2	August 5, 2024	\$ 84,823.16
3	September 3, 2024	\$ 37,528.40
4	October 7, 2024	\$ 94,076.12
5	December 2, 2024	\$ 88,846.88
6	February 3, 2025	\$ 30,131.30
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
11	July 7, 2025	\$ 90,612.60
12	July 21, 2025	\$ 19,242.40
13	August 4, 2025	\$ 96,672.40
14	September 15, 2025	\$ 88,423.40
15	October 6, 2025	\$ 135,909.55
16	November 3, 2025	\$ 55,315.49
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,092,886.34

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

November 12, 2025

Project No: 0024A002.00

Invoice No: 100561

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 31,336.05

Project 0024A002.00 West First St Widening and Improvements - Phase 2

Professional Services through October 31, 2025

Professional Personnel

	Hours	Rate	Amount
Engineer/Planner/Scientist VIII	14.00	228.00	3,192.00
Engineer/Planner/Scientist III	18.50	153.00	2,830.50
Technician/Designer VI	1.00	157.00	157.00
Technician/Designer IV	6.00	131.00	786.00
Technician/Designer III	2.50	118.00	295.00
Totals	42.00		7,260.50
Total Labor			7,260.50

Subconsultants

24,075.55

Billing Limits

	Current	Prior	To-Date
Total Billings	31,336.05	1,092,886.34	1,124,222.39
Limit			1,254,670.00
Remaining			130,447.61

Total This Invoice USD 31,336.05



JCG Land Services, Inc.
224 South Bell Ave, Ste A
Ames, IA 50010
515-382-1698
www.jcgland.com

Foth-Infrastructure & Environment LLC
Brad Hopkey
Foth-Infrastructure & Environment LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131

INVOICE

Invoice Date: 10/22/25
Total Amount: \$24,075.55
Number: 7906.254661
Invoice Period: 09/01/25 - 09/30/25
PO Number: IE-P00003534
Terms: Net 30
Project: 7906 - Ankeny W 1st St. Phase 2

INVOICE SUMMARY

Task	Billed Hrs	Rate	Amount
Document Management	49.25	\$105.00	\$5,171.25
QC - Documents	2.25	\$105.00	\$236.25
Acquisition	78.00	\$115.00	\$8,970.00
Abstracting	17.00	\$115.00	\$1,955.00
Document Management	14.75	\$115.00	\$1,696.25
ROW Clerk	9.50	\$115.00	\$1,092.50
Project Management	32.00	\$140.00	\$4,480.00
TOTAL FEES	202.75		\$23,601.25

Code	Quant	Rate	Amount
Copies	--	\$0.00	\$151.60
Mileage 2025	461.00	\$0.70	\$322.70
TOTAL EXPENSE CHARGES	461.00		\$474.30

TOTAL AMOUNT DUE	\$24,075.55
-------------------------	--------------------

PO IE-P00003534
Project #24A002.00

Please remit payment to: JCG Land Services, Inc., 1715 South G Avenue, Nevada, IA 50201.
Thank you.

Summary of Services Report - Project Code: 971.4210

Project Title: West First Street Widening and Improvements – Phase 2

Period: October 1, 2025 to October 31, 2025

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Project coordination and project management.
- Utility coordination continues.
- Updated PDC and plans for a January letting.
- Compile pre-construction CAD files and points files for city.
- Develop scope and fee for construction services agreement.

Work Scheduled:

The following tasks will be completed in November of 2025:

- Continue coordination with utility companies.
- Finalize scope and fee for construction services agreement.
- Complete property acquisition activities.

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.
- Letting date moved from November to December.
- Check plans submitted to DOT on August 5, 2025.
- Final plans will be submitted to DOT on September 16, 2025.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #35 in the amount of \$24,735.51 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 #35

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
30	June 9, 2025	\$ 14,403.34
31	July 7, 2025	\$ 18,654.80
32	August 1, 2025	\$ 18,047.82
33	September 5, 2025	\$ 8,994.04
34	October 10, 2025	\$ 42,667.41
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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 \$ 888,871.88



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. 1200774471
Invoice Date 14-NOV-2025
Invoice Amount Due \$24,735.51
Payment Terms 30 NET

Remit To PO Box 74008202
Chicago, IL 60674-8202
ACH/EFT Payments Bank of America ML US
ABA# 081000032
Account# 355004076604

Ankeny NW Irvindale Elevated Storage Tank

Professional Services
From: 28-SEP-2025 To: 01-NOV-2025

Professional Services Summarization	Hours	Billing Rate	Amount
Electrical Engineer	1.00		136.58
Project Accountant	0.50		57.31
Project Engineer	13.50		1,864.89
RPR	84.25		11,860.72
Sr Project Engineer	13.00		3,167.84
	112.25		\$17,087.34
Total Professional Services			\$17,087.34

Expense Summarization	Quantity	Billing Rate	Amount
Subcontractors-Other		Dixon Engineering Inc	2,365.00
Subcontractors-Other		Nilles Associates Inc	3,300.00
Subcontractors-Other		Terracon Consultants Inc	1,353.00
Vehicle Mileage	651		630.17
Total Expenses			\$7,648.17

Fee Amount	\$990,787.00
Fee Invoiced to Date	\$913,607.39
Fee Remaining	\$77,179.61

Amount Due This Invoice (USD) \$24,735.51

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



Monthly Progress Report

Date: Wednesday November 12, 2025
Project: Ankeny NW Irvinedale Elevated Storage Tank
To: Don Clark, P.E.
From: Scott Fleming, P.E.
Subject: Monthly Progress Report for October 2025

Activities of the Previous Month

Overall Design – 100% Completed

Construction Administration

- HDR reviewed overhead door and manhole submittals, with one submittal (Lighting) in HDR's court to review.
- Submittal of CB&I Pay Application 11 and pending a review of Pay application 12.
- Attended progress meeting via video conference and prepared meeting minutes.

Construction Observation

- Viking Painting crew completed painting work including tank roof exterior and interior.
- Sitework subcontractor installed the sanitary sewer main and manholes. Work began on water main and electrical service.
- HDR's RPR continues part-time (half-day) observation and communicates with the contractor's crews on schedule.

Construction Survey (Nilles)

- Nilles staked the retaining wall along with the NE and NW property corners at the contractor's request.

Elevated Tank Inspection and Testing (Dixon)

- Dixon provided additional observation reports for the steel coating work.

Construction Materials Testing and Special Inspections (Terracon)

- Terracon completed compaction testing of the water main trench backfill in the area of the bulk water station.



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:

- The contractor provided an updated construction schedule showing that the last work items, such as paving, fencing and landscaping, will not be completed until June 2026. HDR's fee budget is based on the construction period ending in November 2025. HDR will continue to use its fee as efficiently as possible.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #27 in the amount of \$2,788.75 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 #27

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: December 1, 2025
PAYMENT REQUEST # 27
PAYMENT PERIOD: From: September 6, 2025 Through: November 7, 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:	\$	178,791.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	178,791.50	
Less previous applications for payment:	\$	176,002.75	
SUBTOTAL	\$		2,788.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,788.75

Balance to finish, including retainage: \$ 3,368.50

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

November 14, 2025

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

11/19/2025

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
23	July 7, 2025	\$ 5,413.50
24	August 4, 2025	\$ 3,421.25
25	September 2, 2025	\$ 4,490.25
26	October 6, 2025	\$ 2,823.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 176,002.75

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:	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

November 18, 2025

Project No: R200170.02

Invoice No: 166211

Invoice Amount: 2,788.75

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 November 7, 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		\$15,453.25	\$15,453.25	0.00
Limited Resident Project Representation	\$17,280.00		\$10,055.00	\$10,026.25	\$28.75
Construction Staking	\$27,830.00		\$32,390.00	\$29,630.00	\$2,760.00
Post-Construction Services	\$6,021.00		\$4,686.75	\$4,686.75	0.00
Monument Preservation	\$5,175.00		\$262.50	\$262.50	0.00
Total	\$182,160.00		\$178,791.50	\$176,002.75	\$2,788.75
Total Amount Due Upon Receipt :					\$2,788.75

Email Invoice to: BFord@Ankenylowa.gov

Billing Backup

Tuesday, November 18, 2025

JEO Consulting Group, Inc.

Invoice 166211 Dated 11/18/2025

9:12:58 PM

ProjectR200170.02Ankeny SE 3rd Street Improvements - Phase 2

Phase600TRALimited Resident Project Representation (TRA)

Hours this Invoice			Hours		Amount
130 - Project Accountant	9/12/2025		.25	115.00	28.75
	Totals		.25		28.75
	Total Labor				28.75
Total this Phase					\$28.75

Phase	610SUR	Construction Staking (SUR)			
Hours this Invoice					
			Hours		Amount
50 - Senior Survey Technician	9/9/2025	8.00	125.00		1,000.00
50 - Senior Survey Technician	9/15/2025	2.00	125.00		250.00
50 - Senior Survey Technician	10/9/2025	10.00	125.00		1,250.00
63 - Survey Project Manager	9/24/2025	2.00	130.00		260.00
	Totals	22.00			2,760.00
	Total Labor				2,760.00
Total this Phase					\$2,760.00
Total this Project					\$2,788.75
Total this Report					\$2,788.75



November 14, 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. 27
JEO Project No. 200170.02

Becky,

This is the twenty-seventh progress report for the above referenced project and covers work through November 7, 2025. Work related to this project includes construction staking.

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #20 in the amount of \$2,676.00 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 #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Walnut Street and SW Ordinance Road Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021
Finance Budget Code: 635.3635.4210 Finance Project #: 635.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 5, 2024 Vendor Account #: 6447

Date of Council Meeting: December 1, 2025 Payment Application #: 20

Payment Period: From: 10/19/2025 Through: 11/15/2025

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:	\$	291,765.03	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	291,765.03	
Less Previous Applications for Payment:	\$	289,089.03	
SUBTOTAL:	\$		2,676.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 2,676.00

Balance to Finish, Including Retainage: \$ 33,359.97

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

11/19/2025

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
15	July 7, 2025	\$ 12,836.11
16	August 4, 2025	\$ 9,277.89
17	September 2, 2025	\$ 6,725.61
18	October 6, 2025	\$ 20,331.46
19	November 3, 2025	\$ 9,404.87
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 289,089.03

Record of Change Orders:

No.	Date	Amount
1	March 17, 2025	\$ 115,125.00
2		
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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:

November 19, 2025

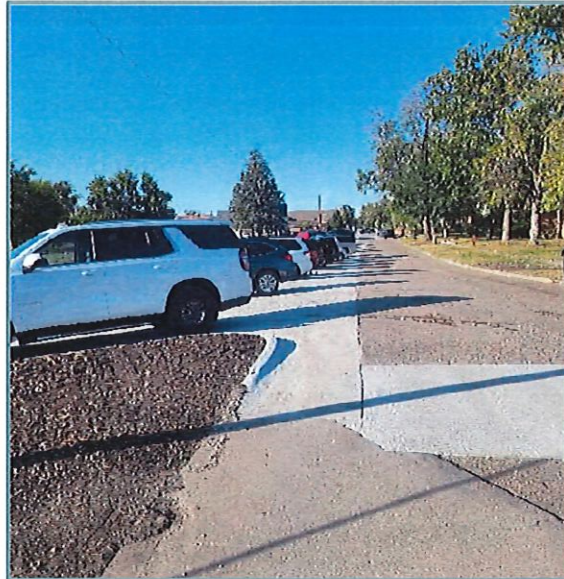
PROJECT NUMBER:

City of Ankeny:

WTM-20-002

MSA:

09085062



TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 95% Complete

MSA staff have coordinated construction meetings and other miscellaneous construction items with the contractor and City, coordinated pay applications and change orders and working through the punchlist items..

TASK 2: CONSTRUCTION STAKING

Task 2: 100% Complete

No work was completed on this task during this time period.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 5% Complete

No work was completed on this task during this time period.

TASK 4: SRF ADMINISTRATION AND COORDINATION

Task 4: 70% 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. City staff will be completing the as-built documents for the project.



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: 023016
Invoice Date: 11/20/2025
Invoice Terms: Due upon receipt
Project No: R09085062.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

From 10/19/2025 To 11/15/2025

R09085062.00 Walnut St. Watermain CRS

R09085062.00.100 - Construction Administration

Subtotal Construction Administration 1,580.00

R09085062.00.400 - SRF Administration and Coordination

Subtotal SRF Administration and Coordination 1,096.00

Total 2,676.00

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

November 19, 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 #20 for work completed between October 19, 2025 and November 15, 2025. Please refer to the attached Project Update for a summary of the work completed to date. On Track has one remaining item to completed, along with finalizing the punchlist completion.

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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #3 in the amount of \$40,260.00 to Nilles Associates, Inc. for engineering services on the Deer Creek Sanitary Trunk Sewer 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. Nilles - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Deer Creek Sanitary Trunk Sewer
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 661.3661.4210 Finance Project #: 661.4210
Vendor Project #: 25057 Purchase Order #:
Original Contract Date: September 2, 2025 Vendor Account #: 3164

Date of Council Meeting: December 1, 2025 Payment Application #: 3

Payment Period: From: October 1, 2025 Through: October 31, 2025

Contract Summary:

Original Contract Amount: \$ 191,300.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 191,300.00

Total Completed and Stored to Date: \$ 170,380.00
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 170,380.00
Less Previous Applications for Payment: \$ 130,120.00
SUBTOTAL: \$ 40,260.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 40,260.00

Balance to Finish, Including Retainage: \$ 20,920.00

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: Nilles Associates, Inc.

Firm Name

[Signature]

Signature

November 20, 2025

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

[Signature]

Signature

11/20/25

Date

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023

E-mail: DClark@AnkenyIowa.gov

Phone Number: 515-963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 6, 2025	\$ 93,780.00
2	November 17, 2025	\$ 36,340.00
3		
4		
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: _____
Construction Start Date: _____

Substantial Completion:

Contract Working Days: _____
Added by Change Order: _____
Total Working Days: 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 = \$ 130,120.00



Nilles Associates, Inc.

1933 SW Magazine Road
Ankeny, IA 50023
Tel: 515-965-0123
www.nillesinc.com

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

INVOICE

INVOICE DATE: 11/10/2025
INVOICE NO: 25057.03
BILLING FROM: 10/1/2025
BILLING TO: 10/31/2025

25057 - Deer Creek Sanitary Trunk Sewer

Managed By: Jake Nilles

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
25057 - Deer Creek Sanitary Trunk Sewer - Preliminary Design Phase	\$104,200.00	100.00	\$104,200.00	\$104,200.00	\$0.00
25057 - Deer Creek Sanitary Trunk Sewer - Easement Acquisition and Negotiation	\$13,000.00	50.00	\$6,500.00	\$6,500.00	\$0.00
25057 - Deer Creek Sanitary Trunk Sewer - Geotechnical Report	\$18,000.00	100.00	\$18,000.00	\$9,000.00	\$9,000.00
25057 - Deer Creek Sanitary Trunk Sewer - Final Design Phase	\$52,100.00	80.00	\$41,680.00	\$10,420.00	\$31,260.00
25057 - Deer Creek Sanitary Trunk Sewer - Bidding and Negotiating Phase	\$4,000.00	-	\$0.00	\$0.00	\$0.00
TOTAL	\$191,300.00		\$170,380.00	\$130,120.00	\$40,260.00

25057 - DEER CREEK SANITARY TRUNK SEWER - CONSTRUCTION SERVICES

SUBTOTAL \$40,260.00

AMOUNT DUE THIS INVOICE \$40,260.00

This invoice is due upon receipt

Thank you for your business.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #13 in the amount of \$53,201.35 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Optic Network Upgrade
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 888.3888.4210 Finance Project #: 888.4210
Vendor Project #: 023-02927 Purchase Order #: N/A
Original Contract Date: April 3, 2023 Vendor Account #: 10076

Date of Council Meeting: December 1, 2025 Payment Application #: 13
Payment Period: From: August 3, 2025 Through: November 1, 2025

Contract Summary:

Original Contract Amount:	\$	423,644.46	
Net Change by Change Orders:	\$	244,453.89	
Contract Amount to Date: (line 1 ± 2)	\$	668,098.35	
Total Completed and Stored to Date:	\$	503,890.46	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	503,890.46	
Less Previous Applications for Payment:	\$	450,689.11	
SUBTOTAL:	\$	53,201.35	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	53,201.35	

Balance to Finish, Including Retainage: \$ 164,207.89

Contract Time Remaining (Substantial): 304.0 Working Days
Contract Time Remaining (Full): 304.0 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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Olsson, Inc.

Firm Name

Signature

November 11, 2025

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 11/11/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 5, 2023	\$ 68,955.27
2	November 6, 2023	\$ 46,421.62
3	April 1, 2024	\$ 109,620.76
4	July 1, 2024	\$ 61,293.30
5	August 5, 2024	\$ 27,297.19
6	October 7, 2024	\$ 32,736.83
7	November 18, 2024	\$ 25,861.11
8	February 3, 2025	\$ 14,806.12
9	April 7, 2025	\$ 13,807.58
10	June 2, 2025	\$ 15,801.42
11	August 4, 2025	\$ 14,262.51
12	September 15, 2025	\$ 19,825.40
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 450,689.11

Record of Change Orders:

No.	Date	Amount
1	April 21, 2025	\$ 244,453.89
2		
3		
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CHANGE ORDER TOTAL = \$ 244,453.89

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	979.0
Added by Change Order:	
Total Working Days:	979.0
Working Days Used to Date:	675.0
Working Days Remaining:	<u>304.0</u>

Full Completion:

Contract Working Days:	979.0
Added by Change Order:	
Total Working Days:	979.0
Working Days Used to Date:	675.0
Working Days Remaining:	<u>304.0</u>



MONTHLY PROGRESS REPORT

City of Ankeny, Fiber Optic Network Upgrade
Project No. 023-02927

Work Period: 08/03/2025 – 11/01/2025

Summary of Work Completed This Period:

- Coordinated, adjusted scheduling, prepared for, facilitated and participated in bi-weekly status meetings in the field with the City and VME.
- Completed design revision marks-ups for field changes in the shared project BlueBeam.
- Coordinated adjusted staging of work as required for other project or City efforts.
- Coordinated with VME to obtain GIS data from field locates.
- Completed field punch list walk throughs with the City and VMT for areas that are completed for all required construction.
- As requested by the City, construction inspection efforts were supported for all splicing/termination specialty work. This includes:
 - Overnight fiber cutovers for network revisions for Fire 4 to be brought online and the fiber repair with a new splice enclosure on Delaware for the network cable.
 - Observation and as-built documentation of over 800 splices and terminations.
- Coordinated network architecture with EtherWAN representatives and configured network devices. This includes:
 - Firmware upgrades and configuration for the core layer 3 switch with all required VLANs for the field switches.
 - Firmware upgrades, switch configuration file building, and switch configuration file uploading for all of comm group 7 and comm group 6.
 - Coordinated required field device communications changes required to maintain communications to old IP scheme for new network rollout.
- 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.
- Provide coordination for the City and VME through construction administration.
- Provide construction inspection as requested by the City.
- Prepare and submit current work period invoice and progress report.

Issues, Special Problems, or Comments:

- None at this time.

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

olsson

November 13, 2025
Invoice No: 553631

Leslie Hart
City of Ankeny IA
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

Invoice Total	\$53,201.35
----------------------	--------------------

Olsson Project # 023-02927 Ankeny Fiber Optic Network Upgrade

Professional services rendered through November 1, 2025 for work completed in accordance with our Agreement dated April 3, 2023.

Phase	500	Construction Administration and Coordination
Labor		

	Hours	Rate	Amount
Project Manager			
Emory, Meredith	64.50	226.93	14,636.99
Totals	64.50		14,636.99
Total Labor			14,636.99
		Total this Phase	\$14,636.99

Phase	700	Construction Inspection
Labor		

	Hours	Rate	Amount
Principal			
Wiles, Tyler	1.50	259.56	389.34
Project Manager			
Emory, Meredith	63.50	226.93	14,410.06
Assistant Professional			
Broadhead, Landon	176.25	112.72	19,866.90
Designer			
Van Den Broek, Ryan	2.50	118.16	295.40
Totals	243.75		34,961.70
Total Labor			34,961.70
		Total this Phase	\$34,961.70

Phase	800	As-Built Record Drawings & GIS Updates
-------	-----	--

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	023-02927	Ankeny Fiber Optic Network Upgrade	Invoice	553631
---------	-----------	------------------------------------	---------	--------

Labor

	Hours	Rate	Amount	
Assistant Professional				
Broadhead, Landon	31.75	112.72	3,578.86	
Totals	31.75		3,578.86	
Total Labor				3,578.86
		Total this Phase		\$3,578.86

Phase 999 Expenses

Reimbursable Expenses

Personal Vehicle Mileage			23.80	
Total Reimbursables			23.80	23.80
		Total this Phase		\$23.80

Billing Limits

	Current	Prior	To-Date
Total Billings	53,201.35	450,689.11	503,890.46
Limit			668,098.35
Balance Remaining			164,207.89

AMOUNT DUE THIS INVOICE \$53,201.35

Billings to Date

	Current	Prior	Total
Labor	53,177.55	449,056.44	502,233.99
Expense	23.80	1,603.42	1,627.22
Internal Unit	0.00	29.25	29.25
Totals	53,201.35	450,689.11	503,890.46

Email Invoices to: Lhart@ankenyiowa.gov; CC: memory@olsson.com

Authorized By: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$1,675.98 to Olsson, Inc., for engineering services on the SW Oralabor Road and 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 #9

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: ~~November 3, 2025~~ ^{December 1} Payment Application #: 89

Payment Period: From: October 5, 2025 Through: November 4, 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:	\$	178,165.98	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	178,165.98	
Less Previous Applications for Payment:	\$	176,490.00	
SUBTOTAL:	\$		1,675.98
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		<u>1,675.98</u>

Balance to Finish, Including Retainage: \$ 60,268.02

Contract Time Remaining (Substantial): (27.0) Working Days

Contract Time Remaining (Full): (27.0) 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

November 10, 2025

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

Date Printed: 11/10/2025

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
4	July 7, 2025	\$ 31,582.15
5	July 21, 2025	\$ 41,679.49
6	August 18, 2025	\$ 12,954.08
7	October 6, 2025	\$ 23,052.66
8	November 3, 2025	\$ 25,361.70
9	December 1, 2025	
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 176,490.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: February 17, 2025

Substantial Completion:

Contract Working Days: 160.0
Added by Change Order:
Total Working Days: 160.0
Working Days Used to Date: 187.0
Working Days Remaining: (27.0)

Full Completion:

Contract Working Days: 160.0
Added by Change Order:
Total Working Days: 160.0
Working Days Used to Date: 187.0
Working Days Remaining: (27.0)



MONTHLY PROGRESS REPORT

City of Ankeny, SW Oralabor Road & SW Irvinedale Drive Concept Study
Project No. 025-00225

Work Period: 10/5/2025 – 11/4/2025

Summary of Work Completed This Period:

- Prepared and submitted previous work period invoice and progress report

Summary of Future Work for Next Period:

- Revise draft technical memo based on comments received
- Prepare final technical memo
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

-

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

olsson

November 13, 2025
Invoice No: 558355

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

Invoice Total	\$1,675.98
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Olsson Project # 025-00225 Ankeny IA Oralabor and Irvinedale Intersection Study
Professional services rendered October 5, 2025 through November 4, 2025 for work completed in accordance with our Agreement dated February 17, 2025.

Phase	100	Project Management		
Labor				
		Hours	Rate	Amount
Principal				
Wiles, Tyler		2.00	259.56	519.12
Project Manager				
Cutler, Chase		6.00	192.81	1,156.86
	Totals	8.00		1,675.98
	Total Labor			1,675.98
			Total this Phase	\$1,675.98
Billing Limits				
		Current	Prior	To-Date
Total Billings		1,675.98	176,490.00	178,165.98
Limit				238,434.00
Balance Remaining				60,268.02
		AMOUNT DUE THIS INVOICE		
				\$1,675.98

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #1 in the amount of \$11,560.03 to Olsson, Inc., for engineering services on the Traffic Signal Timing Updates - NE/SE Delaware Avenue 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Traffic Signal Timing Updates - NE/SE Delaware Avenue
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 260.3265.4210 Finance Project #: 260.4210
Vendor Project #: 025-03956 Purchase Order #: N/A
Original Contract Date: September 15, 2025 Vendor Account #: 10076

Date of Council Meeting: December 1, 2025 Payment Application #: 1

Payment Period: From: September 15, 2025 Through: November 1, 2025

Contract Summary:

Original Contract Amount:	\$	55,270.85	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	55,270.85	
Total Completed and Stored to Date:	\$	11,560.03	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	11,560.03	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	11,560.03	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	11,560.03	

Balance to Finish, Including Retainage: \$ 43,710.82

Contract Time Remaining (Substantial): 195.0 Working Days

Contract Time Remaining (Full): 195.0 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:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Olsson, Inc.

Firm Name

Signature

November 11, 2025

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 11/11/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date: September 15, 2025

Substantial Completion:

Contract Working Days: 230.0
Added by Change Order:
Total Working Days: 230.0
Working Days Used to Date: 35.0
Working Days Remaining: 195.0

Full Completion:

Contract Working Days: 230.0
Added by Change Order:
Total Working Days: 230.0
Working Days Used to Date: 35.0
Working Days Remaining: 195.0

PREVIOUS PAY APPS TOTAL = \$ -



MONTHLY PROGRESS REPORT

City of Ankeny, Traffic Signal Timing Updates – NE/SE Delaware Ave
Project No. 025-03956

Work Period: 09/15/2025 – 11/01/2025

Summary of Work Completed This Period:

- Completed project setup and management
- Prepared for and attended in-person Project Kick Off Meeting on September 22, 2025
- Began data collection preparations, coordination, and collection
 - Continued input to System Tracking Spreadsheet to compile existing conditions
 - Completed development of signal field conditions sheets for data collection
 - Compiled and reviewed City provided traffic count data for import to Synchro
 - Setup and downloaded Streetlight gates for a year of 24/7 data to be used in support of Time-Of-Day (TOD) schedule development
 - Compiled data in reviewable HTML TOD graphic
 - Reviewed and processed existing signal databases
 - Databases were provided by city staff
 - Collected before travel time runs
 - Reviewed data and coordinated additional collection of runs with the City
 - Processed and trimmed runs collected
- Reviewed and combined Synchro models and scenarios from city models
 - Exported for import and use with Tru-Traffic
- Began proposed timing development
 - Began TOD evaluation

Summary of Future Work for Next Period:

- Continue timing development process in coordination with City and project teams
 - Finalize development of proposed TOD scenario
 - Begin cycle length evaluations for AM, MD, PM periods
 - Set a review coordination meeting with the City and project teams
- Prepare and submit current work period invoice and progress report.

Issues, Special Problems, or Comments:

- None at this time.

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

olsson

November 13, 2025
Invoice No: 558433

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

Invoice Total	\$11,560.03
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Olsson Project # 025-03956 Ankeny IA Traffic Signal Timing Updates
Professional services rendered through November 1, 2025 for work completed in accordance with our Agreement dated September 15, 2025.

Phase	100	Project Management & Coordination		
Labor				
		Hours	Rate	Amount
Project Manager				
Emory, Meredith		2.50	226.93	567.33
Assistant Professional				
Broadhead, Landon		6.00	112.72	676.32
Totals		8.50		1,243.65
Total Labor				1,243.65
			Total this Phase	\$1,243.65

Phase	200	Date Acquisition & Existing Conditions		
Labor				
		Hours	Rate	Amount
Project Manager				
Andersen, David		5.50	237.31	1,305.21
Emory, Meredith		13.00	226.93	2,950.09
Assistant Professional				
Broadhead, Landon		28.25	112.72	3,184.34
CAD Operator				
Kuhse, Sydney		10.00	67.87	678.70
Totals		56.75		8,118.34
Total Labor				8,118.34
			Total this Phase	\$8,118.34

Phase	300	Traffic signal Plans Timing & Development		
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	025-03956	Ankeny IA Traffic Signal Timing Updates	Invoice	558433
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Labor

	Hours	Rate	Amount	
Assistant Professional				
Broadhead, Landon	19.50	112.72	2,198.04	
Totals	19.50		2,198.04	
Total Labor				2,198.04
		Total this Phase		\$2,198.04

Billing Limits	Current	Prior	To-Date	
Total Billings	11,560.03	0.00	11,560.03	
Limit			55,270.85	
Balance Remaining			43,710.82	
		AMOUNT DUE THIS INVOICE		\$11,560.03

Email invoices to: Lhart@ankenyiowa.gov; CC: memory@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: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #7 in the amount of \$276,651.72 to Shekar Engineering PLC for construction services on the SW Des Moines Street Utility Improvements.

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. Shekar - Pymt #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Utility Improvements
Contractor: Shekar Engineering, PLC
Address: 2600 MLK Jr. Pkwy, Suite 200; Des Moines, IA 50310
Finance Budget Code: 699.3699.4453 **Finance Project #:** 699.4453
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 3, 2025 **Vendor Account #:** 8519

Date of Council Meeting: ¹²⁻¹ ~~November 17, 2025~~ ^{RUF} **Payment Application #:** 7
Payment Period: From: October 1, 2025 Through: October 31, 2025

Contract Summary:

Original Contract Amount:	\$	1,647,725.65	
Net Change by Change Orders:	\$	6,567.39	
Contract Amount to Date: (line 1 ± 2)	\$	1,654,293.04	
Total Completed and Stored to Date:	\$	977,057.14	
Retainage: 5 % of Completed Work:	\$	48,852.86	
Total Earned Less Retainage:	\$	928,204.28	
Less Previous Applications for Payment:	\$	651,552.56	
SUBTOTAL:	\$	276,651.72	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 276,651.72

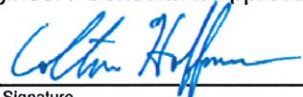
Balance to Finish, Including Retainage: \$ 726,088.76

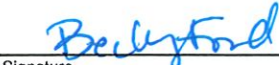
Contract Time Remaining (Substantial): 47.0 Working Days
Contract Time Remaining (Full): 10.0 Working Days

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: Shekar Engineering PLC

Matthew Sundberg, PE ^{Firm Name} ^{Digitally signed by Matthew Sundberg, PE} ^{DN: C=US, E=mat@shekarus, O=Shekar} ^{Engineering, PLC, OU=Project Manager,} ^{CN=Matthew Sundberg, PE} ^{Reason: I am approving this document} ^{Date: 2025.11.07 17:00:54-05'00'} ^{11/7/2025}
Signature Date

Engineer / Consultant Approval: McClure Engineering
^{Firm Name} ^{11/7/2025}
 Signature Date

City of Ankeny Staff Approval: ^{11/11/2025}
 Signature Date

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

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL 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	UNIT	30.00		30.00	\$ 255.00	\$ 7,650.00	0.00	\$ -	30.40	30.40	\$ 7,752.00	(0.40)	101.33%
2.02	TOPSOIL, OFF-SITE	CY	218.00		218.00	\$ 25.50	\$ 5,559.00	0.00	\$ -	43.60	43.60	\$ 1,111.80	174.40	20.00%
2.03	EXCAVATION, CLASS 10	CY	1,860.00		1,860.00	\$ 16.32	\$ 30,355.20	669.60	\$ 10,927.87	23.00	2,112.60	\$ 34,383.07	855.60	54.00%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	5,100.00		5,100.00	\$ 2.04	\$ 10,404.00	1,939.00	\$ 3,955.56	834.00	2,773.00	\$ 5,595.92	2,327.00	54.37%
2.05	SUBGRADE TREATMENT, GEOTEXT, TRIANGULAR	SY	1,020.00		1,020.00	\$ 4.08	\$ 4,161.60	0.00	\$ -	0.00	0.00	\$ -	1,020.00	0.00%
2.06	SUBBASE MODIFIED, 6-INCH DEPTH (VIRGIN AGGREGATE)	SY	5,100.00		5,100.00	\$ 12.24	\$ 62,424.00	1,939.00	\$ 23,733.36	834.00	2,773.00	\$ 33,941.52	2,327.00	54.37%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$ 4,919.50	\$ 4,919.50	0.35	\$ 1,686.83	0.15	0.50	\$ 2,498.75	0.50	50.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$ 9,975.00	\$ 9,975.00	0.00	\$ -	0.50	0.50	\$ 4,987.50	0.50	50.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 18-INCH DIAMETER	LF	890.00		890.00	\$ 105.52	\$ 93,912.80	0.00	\$ -	558.00	558.00	\$ 58,886.16	332.00	62.10%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 18-INCH DIAMETER	LF	23.00		23.00	\$ 121.82	\$ 2,801.86	0.00	\$ -	23.00	23.00	\$ 2,801.86	0.00	100.00%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 18-INCH DIAMETER	LF	40.00		40.00	\$ 152.13	\$ 6,085.20	0.00	\$ -	40.00	40.00	\$ 6,085.20	0.00	100.00%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18-INCH DIAMETER	LF	18.00		18.00	\$ 178.72	\$ 3,216.96	0.00	\$ -	0.00	0.00	\$ -	18.00	0.00%
4.05	SANITARY SEWER SERVICE STUB, PVC, 4-INCH DIAMETER	LF	753.00		753.00	\$ 63.75	\$ 48,003.75	0.00	\$ -	271.00	271.00	\$ 17,276.25	482.00	35.99%
4.06	REMOVAL OF SANITARY SEWER, LESS THAN OR EQUAL TO 36-INCH DIAMETER	LF	1,002.00		1,002.00	\$ 7.72	\$ 7,735.44	0.00	\$ -	636.00	636.00	\$ 4,909.92	366.00	63.47%
4.07	TEMPORARY SANITARY SEWER CLEANOUT, TYPE 1, 18-INCH DIAMETER	EA	2.00		2.00	\$ 5,276.00	\$ 10,552.00	0.00	\$ -	2.00	2.00	\$ 10,552.00	0.00	100.00%
4.08	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	37.00		37.00	\$ 84.34	\$ 3,120.58	0.00	\$ -	0.00	0.00	\$ -	37.00	0.00%
4.09	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	418.00		418.00	\$ 90.05	\$ 37,640.90	0.00	\$ -	418.00	418.00	\$ 37,640.90	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	381.00		381.00	\$ 127.93	\$ 48,741.33	0.00	\$ -	381.00	381.00	\$ 48,741.33	0.00	100.00%
4.11	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 36-INCH DIAMETER	LF	800.00		800.00	\$ 15.93	\$ 12,744.00	0.00	\$ -	777.00	777.00	\$ 12,377.61	23.00	97.13%
4.12	FOOTING DRAIN COLLECTION/DRIP, CORRUGATED PVC, 18-INCH DIAMETER	LF	1,384.00		1,384.00	\$ 23.51	\$ 32,537.84	659.00	\$ 15,493.09	320.00	979.00	\$ 23,016.29	405.00	70.74%
4.13	FOOTING DRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	3.00		3.00	\$ 2,526.63	\$ 7,579.89	1.00	\$ 2,526.63	2.00	3.00	\$ 7,579.89	0.00	100.00%
4.14	FOOTING DRAIN CUT, FITS AND CONNECTIONS, 18-INCH DIAMETER	EA	4.00		4.00	\$ 825.11	\$ 3,300.44	3.00	\$ 2,475.33	0.00	3.00	\$ 2,475.33	1.00	75.00%
4.15	STORM SEWER SERVICE STUB, PVC, 1.5-INCH DIAMETER	LF	327.00		327.00	\$ 45.84	\$ 14,989.68	99.00	\$ 4,538.16	113.50	212.50	\$ 9,741.00	114.50	62.00%
4.16	PRE-RECONSTRUCTION CLEANING AND INSPECTION, 4-INCH DIAMETER SANITARY SERVICE	LF	200.00		200.00	\$ 7.68	\$ 1,536.00	0.00	\$ -	166.00	166.00	\$ 1,274.88	34.00	83.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, C900 PVC, 4-INCH DIAMETER	LF	4.00		4.00	\$ 169.77	\$ 679.08	0.00	\$ -	8.00	8.00	\$ 1,356.16	(4.00)	200.00%
5.02	WATER MAIN, TRENCHED, C900 PVC, 6-INCH DIAMETER	LF	14.00		14.00	\$ 58.28	\$ 815.92	0.00	\$ -	30.00	30.00	\$ 1,745.40	(16.00)	214.29%
5.03	WATER MAIN, TRENCHED, C900 PVC, 8-INCH DIAMETER	LF	1,481.00		1,481.00	\$ 35.56	\$ 52,664.36	0.00	\$ -	930.00	930.00	\$ 33,070.80	551.00	62.80%
5.04	FITTING, 22.5 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 1,288.35	\$ 1,288.35	0.00	\$ -	1.00	1.00	\$ 1,288.35	0.00	100.00%
5.05	FITTING, 45 DEGREE BEND, 8-INCH DIAMETER	EA	4.00		4.00	\$ 805.05	\$ 3,220.20	0.00	\$ -	4.00	4.00	\$ 3,220.20	0.00	100.00%
5.06	FITTING, 90 DEGREE BEND, 8-INCH DIAMETER	EA	8.00		8.00	\$ 907.73	\$ 7,261.84	0.00	\$ -	1.00	1.00	\$ 907.73	7.00	12.50%
5.07	FITTING, 90 DEGREE BEND, 4-INCH DIAMETER	EA	2.00		2.00	\$ 729.75	\$ 1,459.50	0.00	\$ 0.00%	0.00	0.00	\$ -	2.00	0.00%
5.08	FITTING, SLEEVE, 8-INCH DIAMETER	EA	1.00		1.00	\$ 705.79	\$ 705.79	0.00	\$ -	1.00	1.00	\$ 705.79	0.00	100.00%
5.09	FITTING, REDUCER, 8-INCH X 8-INCH DIAMETER	EA	1.00		1.00	\$ 693.46	\$ 693.46	0.00	\$ -	1.00	1.00	\$ 693.46	0.00	100.00%
5.10	FITTING, REDUCER, 6-INCH X 8-INCH DIAMETER	EA	4.00		4.00	\$ 880.72	\$ 3,522.88	0.00	\$ -	3.00	3.00	\$ 2,642.16	1.00	75.00%
5.11	FITTING, TEE, 8-INCH X 8-INCH X 8-INCH	EA	1.00		1.00	\$ 1,348.96	\$ 1,348.96	0.00	\$ -	1.00	1.00	\$ 1,348.96	0.00	100.00%
5.12	FITTING, TEE, 8-INCH X 8-INCH X 8-INCH	EA	3.00		3.00	\$ 1,303.41	\$ 3,910.23	0.00	\$ -	0.00	0.00	\$ -	3.00	0.00%
5.13	FITTING, CAP, 4-INCH	EA	2.00		2.00	\$ 545.25	\$ 1,090.50	0.00	\$ -	5.00	5.00	\$ 2,726.25	(3.00)	250.00%
5.14	WATER SERVICE, POLYETHYLENE, 0.75-INCH DIAMETER, NEAR SIDE	EA	15.00		15.00	\$ 1,115.32	\$ 16,729.80	0.00	\$ -	9.00	9.00	\$ 10,037.88	6.00	60.00%
5.15	WATER SERVICE, POLYETHYLENE, 0.75-INCH DIAMETER, FAR SIDE	EA	10.00		10.00	\$ 1,386.40	\$ 13,864.00	0.00	\$ -	4.00	4.00	\$ 5,545.60	6.00	40.00%
5.16	WATER SERVICE, PVC, 6-INCH DIAMETER	EA	1.00		1.00	\$ 2,811.15	\$ 2,811.15	0.00	\$ -	1.00	1.00	\$ 2,811.15	0.00	100.00%
5.17	WATER MAIN ABANDONMENT, FILL AND PLUG, 4-INCH DIAMETER	LF	237.00		237.00	\$ 13.95	\$ 3,306.15	0.00	\$ -	0.00	0.00	\$ -	237.00	0.00%
5.18	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	1,243.00		1,243.00	\$ 8.83	\$ 10,975.69	0.00	\$ -	558.00	558.00	\$ 4,927.14	685.00	44.89%
5.19	VALVE, GATE, 6-INCH DIAMETER	EA	2.00		2.00	\$ 2,355.58	\$ 4,711.16	0.00	\$ -	2.00	2.00	\$ 4,711.16	0.00	100.00%
5.20	VALVE, GATE, 8-INCH DIAMETER	EA	6.00		6.00	\$ 3,163.37	\$ 18,980.22	0.00	\$ -	3.00	3.00	\$ 9,490.11	3.00	50.00%
5.21	TAPPING VALVE ASSEMBLY, 4-INCH DIAMETER	EA	1.00		1.00	\$ 5,957.74	\$ 5,957.74	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.22	TAPPING VALVE ASSEMBLY, 6-INCH DIAMETER	EA	1.00		1.00	\$ 7,464.32	\$ 7,464.32	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.23	STANDARD FIRE HYDRANT ASSEMBLY	EA	1.00		1.00	\$ 8,698.72	\$ 8,698.72	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.24	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	\$ 8,652.85	\$ 25,958.58	0.00	\$ -	3.00	3.00	\$ 25,958.58	0.00	100.00%
5.25	FIRE HYDRANT ASSEMBLY REMOVAL	EA	3.00		3.00	\$ 542.17	\$ 1,626.51	0.00	\$ -	1.00	1.00	\$ 542.17	2.00	33.33%
5.26	WATER MAIN, TEMPORARY, PEX, 2-INCH DIAMETER	LF	2,000.00		2,000.00	\$ 18.46	\$ 36,920.00	0.00	\$ -	801.00	801.00	\$ 14,786.46	1,199.00	40.05%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-301, 48-INCH DIAMETER	EA	6.00		6.00	\$ 7,109.86	\$ 42,659.16	0.00	\$ -	4.00	4.00	\$ 28,439.44	2.00	66.67%
6.02	MANHOLE, SW-401, 48-INCH DIAMETER, TYPE 38 GRATE CASTING	EA	1.00		1.00	\$ 4,639.20	\$ 4,639.20	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.03	INTAKE, SW-501, CAST-IN-PLACE	EA	1.00		1.00	\$ 7,184.48	\$ 7,184.48	1.00	\$ 7,184.48	0.00	1.00	\$ 7,184.48	0.00	100.00%
6.04	INTAKE, SW-501, CAST-IN-PLACE, MODIFIED	EA	2.00		2.00	\$ 18,642.86	\$ 37,285.76	2.00	\$ 37,285.76	0.00	2.00	\$ 37,285.76	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

6.05	INTAKE, SW-505, CAST-IN-PLACE	EA	2.00		2.00	\$	4,982.93	\$	9,965.86	1.00	\$	4,982.93	0.00	1.00	\$	4,982.93	1.00	50.00%
6.06	INTAKE, SW-506, CAST-IN-PLACE	EA	2.00		2.00	\$	14,459.59	\$	28,919.18	2.00	\$	28,919.18	0.00	2.00	\$	28,919.18	0.00	100.00%
6.07	EXTERNAL DROP CONNECTION, 8-INCH DIAMETER	EA	1.00		1.00	\$	11,699.17	\$	11,699.17	0.00	\$	-	0.00	1.00	\$	11,699.17	0.00	0.00%
6.08	EXTERNAL DROP CONNECTION, 10-INCH DIAMETER	EA	1.00		1.00	\$	13,992.82	\$	13,992.82	0.00	\$	-	0.00	1.00	\$	13,992.82	0.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY MINOR, BEL-PAVEL CASTING	EA	1.00		1.00	\$	2,916.24	\$	2,916.24	0.00	\$	-	0.00	1.00	\$	2,916.24	0.00	100.00%
6.10	REMOVE MANHOLE, SANITARY	EA	6.00		6.00	\$	1,724.48	\$	1,724.48	0.00	\$	-	0.00	4.00	\$	5,099.92	2.00	66.67%
6.11	REMOVE INTAKE	EA	3.00		3.00	\$	618.22	\$	3,091.10	0.00	\$	-	0.00	3.00	\$	1,854.66	2.00	66.67%
7.01	STREETS AND RELATED WORK																	
7.01	PAVEMENT, PCC, 8-INCH DEPTH, CLASS C-SD	SY	4,278.00		4,278.00	\$	65.52	\$	280,294.56	789.00	\$	51,695.28	755.00	1,544.00	\$	101,167.88	2,724.00	36.09%
7.02	PAVEMENT, PCC, 8-INCH DEPTH, CLASS C-SD, FULLY REINFORCED	SY	36.00		36.00	\$	90.23	\$	3,248.28	0.00	\$	-	0.00	0.00	\$	-	36.00	0.00%
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$	5,944.56	\$	5,944.56	0.00	\$	-	0.00	0.50	\$	2,972.28	0.50	50.00%
7.04	REMOVAL OF SIDEWALK	SY	1,030.00		1,030.00	\$	10.20	\$	10,506.00	8.00	\$	81.60	645.85	653.85	\$	6,595.27	378.15	63.48%
7.05	REMOVAL OF DRIVEWAY	SY	855.00		855.00	\$	10.20	\$	8,520.20	0.00	\$	-	0.00	309.90	\$	3,059.90	525.10	57.07%
7.06	SIDEWALK, PCC, 4-INCH THICK	SY	940.00		940.00	\$	43.86	\$	41,228.40	0.00	\$	-	0.00	278.72	\$	12,224.66	661.28	29.65%
7.07	SIDEWALK, PCC, 6-INCH THICK	SY	44.00		44.00	\$	63.24	\$	2,782.56	0.00	\$	-	0.00	24.23	\$	1,532.31	19.77	55.07%
7.08	SIDEWALK, PCC, 4-INCH THICK WITH INTEGRAL CURB	SY	78.00		78.00	\$	68.30	\$	5,317.40	0.00	\$	-	0.00	0.00	\$	-	78.00	0.00%
7.09	DETECTABLE WARNING, GALVANIZED STEEL	SF	72.00		72.00	\$	58.10	\$	4,099.20	0.00	\$	-	0.00	48.00	\$	2,892.80	24.00	66.67%
7.10	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH THICK	SY	784.00		784.00	\$	59.55	\$	43,049.10	0.00	\$	-	0.00	81.33	\$	4,773.00	652.67	11.08%
7.11	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH THICK	SY	158.00		158.00	\$	78.50	\$	11,594.00	0.00	\$	-	0.00	0.00	\$	-	158.00	0.00%
7.12	FULL DEPTH PATCHES, PCC, 8-INCH THICK	SY	261.00		261.00	\$	93.84	\$	24,492.24	0.00	\$	-	0.00	317.00	\$	29,747.28	156.00	121.46%
7.13	SCUBASE OVER-EXCAVATION	TON	150.00		150.00	\$	61.20	\$	9,180.00	0.00	\$	-	0.00	53.30	\$	3,261.96	96.70	35.53%
7.14	PAVEMENT REMOVAL	SY	4,167.00		4,167.00	\$	10.20	\$	42,503.40	0.00	\$	-	0.00	2,897.69	\$	27,515.44	1,469.31	64.74%
7.15	GRANULAR SHOULDERS, CLASS A CRUSHED STONE	TON	4.00		4.00	\$	69.25	\$	273.00	0.00	\$	-	0.00	0.00	\$	-	4.00	0.00%
7.16	TEMPORARY PAVEMENT, PCC, 6-INCH DEPTH, CLASS C	SY	534.00		534.00	\$	60.48	\$	32,285.84	624.00	\$	37,727.04	33.40	957.40	\$	39,748.40	1,223.10	123.17%
7.17	REMOVAL OF TEMPORARY PAVEMENT	SY	534.00		534.00	\$	10.20	\$	5,446.80	0.00	\$	-	0.00	16.50	\$	168.30	517.50	3.09%
8.01	PAINTING CONTROL																	
8.01	PAINTED PAVEMENT MARKINGS, DURABLE	SYA	2.13		2.13	\$	1,377.00	\$	2,933.01	0.00	\$	-	0.00	0.00	\$	-	2.13	0.00%
8.02	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	1.00		1.00	\$	408.00	\$	408.00	0.00	\$	-	0.00	0.00	\$	-	1.00	0.00%
8.03	GROOVES CUT FOR PAVEMENT MARKINGS	SYA	2.13		2.13	\$	867.00	\$	1,846.71	0.00	\$	-	0.00	0.00	\$	-	2.13	0.00%
8.04	ISGROOVES CUT FOR SYMBOLS AND LEGENDS	EA	1.00		1.00	\$	178.50	\$	178.50	0.00	\$	-	0.00	0.00	\$	-	1.00	0.00%
8.05	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$	23,358.00	\$	23,358.00	0.25	\$	5,839.50	0.25	0.50	\$	11,679.00	0.50	50.00%
8.06	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	10.00		10.00	\$	178.50	\$	1,785.00	0.00	\$	-	0.00	10.00	\$	1,785.00	0.00	100.00%
8.07	TRAFFIC SIGNS	SF	7.80		7.80	\$	40.80	\$	318.24	0.00	\$	-	0.00	0.00	\$	-	7.80	0.00%
8.08	WOOD POSTS	LF	36.00		36.00	\$	20.40	\$	734.40	0.00	\$	-	0.00	9.00	\$	183.60	27.00	25.00%
8.09	UPSHAPED RAIL STEEL POST	LF	12.00		12.00	\$	10.20	\$	122.40	0.00	\$	-	0.00	0.00	\$	-	12.00	0.00%
8.10	REMOVE AND REINSTALL TYPE A SIGNS	EA	7.80		7.80	\$	204.00	\$	1,428.00	0.00	\$	-	0.00	3.00	\$	612.00	4.80	42.86%
9.01	SITE WORK AND LANDSCAPING																	
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.00		1.00	\$	714.00	\$	714.00	0.00	\$	-	0.12	0.12	\$	85.68	0.88	12.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	1.00		1.00	\$	2,706.10	\$	2,706.10	0.00	\$	-	0.10	0.10	\$	270.61	0.90	10.00%
9.03	FILTER SOCK, 8-INCH	LF	2,790.00		2,790.00	\$	1.73	\$	4,826.70	0.00	\$	-	0.00	37.00	\$	64.01	2,753.00	1.33%
9.04	FILTER SOCK, REMOVAL	LF	2,790.00		2,790.00	\$	0.20	\$	558.00	0.00	\$	-	0.00	0.00	\$	-	2,790.00	0.00%
9.05	EROSION CONTROL, MULCHING, HYDROMULCHING, BFM	AC	2.00		2.00	\$	2,692.00	\$	5,384.00	0.00	\$	-	0.22	0.22	\$	582.44	1.78	11.03%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	8.00		8.00	\$	51.00	\$	408.00	0.00	\$	-	0.00	4.00	\$	204.00	4.00	50.00%
9.07	INLET PROTECTION DEVICE, DROPHIN	EA	11.00		11.00	\$	102.00	\$	1,122.00	0.00	\$	-	0.00	2.00	\$	204.00	9.00	18.18%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	22.00		22.00	\$	5.10	\$	112.20	0.00	\$	-	0.00	0.00	\$	-	22.00	0.00%
9.09	REMOVE AND SALVAGE FENCE	LF	168.00		168.00	\$	51.00	\$	8,568.00	0.00	\$	-	0.00	81.00	\$	4,131.00	87.00	48.21%
9.10	TEMPORARY FENCE, ORANGE MESH SAFETY FENCE, 48-INCH	LF	3,000.00		3,000.00	\$	4.74	\$	14,220.00	0.00	\$	-	1.207.00	1,207.00	\$	5,727.18	1,793.00	40.23%
10.01	MISCELLANEOUS																	
11.01	MOBILIZATION	LS	1.00		1.00	\$	98,559.04	\$	98,559.04	0.50	\$	48,429.52	0.50	1.00	\$	98,559.04	0.00	100.00%
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$	4,726.00	\$	4,726.00	0.20	\$	945.00	0.20	0.40	\$	1,890.00	0.60	40.00%
11.03	TEMPORARY GRANULAR SIDEWALK	SY	722.00		722.00	\$	92.50	\$	37,905.00	0.00	\$	-	0.00	512.00	\$	26,880.00	210.00	70.91%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	8.00		8.00	\$	1,942.50	\$	15,540.00	0.00	\$	-	0.00	4.00	\$	7,770.00	4.00	50.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$	3,274.20	\$	3,274.20	0.20	\$	982.26	0.20	0.50	\$	1,587.10	0.50	50.00%
11.06	SUBSURFACE UTILITY INVESTIGATION	EA	15.00		15.00	\$	787.50	\$	11,812.50	0.00	\$	-	0.00	1.00	\$	787.50	14.00	6.67%
12.01	CHANGE ORDER ITEMS																	
12.01	REMOVAL AND REINSTALLATION OF EXISTING FENCE, WOODEN	LS	0.00		1.00	\$	825.00	\$	825.00	0.00	\$	-	0.00	1.00	\$	825.00	0.00	100.00%
12.02	SUBBASE OVER-EXCAVATION, 3' AGGREGATE	TON	0.00		35.75	\$	71.50	\$	2,556.13	0.00	\$	-	0.00	35.75	\$	2,556.13	0.00	100.00%
12.03	FITTING, SLEEVE, 4-INCH DIAMETER	EA	0.00		2.00	\$	895.50	\$	1,771.00	0.00	\$	-	0.00	2.00	\$	1,771.00	0.00	100.00%
12.04	DEWATERING	LS	0.00		1.00	\$	1,045.00	\$	1,045.00	0.00	\$	-	0.00	1.00	\$	1,045.00	0.00	100.00%
12.05	SUBBRAN CLEANOUT CASTING	EA	0.00		1.00	\$	370.26	\$	370.26	0.00	\$	-	0.00	1.00	\$	370.26	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK																		59.06%
CONTRACT = \$1,654,293.04 PAY PERIOD = \$ 291,212.35 COMPLETED = \$ 977,057.14																		

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 19, 2025	\$ 189,903.57
2	June 16, 2025	\$ 114,819.10
3	July 21, 2025	\$ 67,577.76
4	August 18, 2025	\$ 41,480.71
5	September 15, 2025	\$ 130,503.94
6	October 20, 2025	\$ 107,267.48
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
1	June 16, 2025	\$ 6,567.39
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CHANGE ORDER TOTAL = \$ 6,567.39

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	March 31, 2025

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	113.0
Working Days Remaining:	<u>47.0</u>

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	
Working Days Remaining:	<u>10.0</u>

PREVIOUS PAY APPS TOTAL = \$ 651,552.56



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #11 in the amount of \$4,225.00 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 #11

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: December 1, 2025 Payment Application #: 11

Payment Period: From: September 22, 2025 Through: November 16, 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:	\$	108,938.90	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$		108,938.90
Less Previous Applications for Payment:	\$		104,713.90
SUBTOTAL:			\$ 4,225.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,225.00

Balance to Finish, Including Retainage: \$ 25,511.10

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
9	June 26, 2025	\$ 5,030.90
10	September 24, 2025	\$ 6,533.00
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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 = \$ 104,713.90



November 19, 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. 11
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the eleventh progress report for the above referenced project and covers work through November 16, 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 understand construction is nearing its completion so we will be ready to assist the City for a final walk through and preparing record drawings in the next couple of months.

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 December 1, 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

November 19, 2025

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01D - 11

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 November 16, 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
Engineer VIII	4.00	206.00	824.00
Project Manager VII	5.00	194.00	970.00
Technician VII	12.50	129.00	1,612.50
Technician II	10.00	78.00	780.00
Total Services	31.50		4,186.50

4,186.50

Fleet Mileage 38.50

Billing Limits

	Current	Prior	To-Date
Total Billings	4,225.00	20,263.90	24,488.90
Limit			50,000.00
Remaining			25,511.10

Phase Subtotal \$4,225.00

Amount Due this Invoice \$4,225.00

	Total	Prior	Current
Billings to Date	108,938.90	104,713.90	4,225.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	119.0975.01D	Ank-NWNorthlawnAreaUtilityImprovePh4	Invoice	11
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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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #49 (FINAL) in the amount of \$3,494.95 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 #49

city of
Ankeny
bringing it all together

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
46	6/25/2025	\$ 8,400.40
47	7/23/2025	\$ 12,062.55
48	8/21/2025	\$ 3,195.15
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50		

TOTAL \$ 1,465,884.54

#	Date	Amount
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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



November 19, 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. 49 (FINAL)
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the forty-ninth and final progress report for the above referenced project and covers work between August 18, 2025, and November 16, 2025. Construction services performed through this period includes construction administration, observation, and general correspondence with City staff and Contractor.

Construction of the project is complete, and the project was accepted by the City Council at the November 17, 2025, council meeting. The project documentation is complete, and the Iowa DOT determined that an audit would not be required for this project. The Record Drawings have been submitted to the City. The Monument Preservation Survey is complete and recorded at Polk County.

We appreciate the opportunity to have worked with you and City staff to make this a successful project. We look forward to continuing working for the City and you on future projects. Should you have any questions on this update, please feel free to contact me. We will attend the December 1, 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.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 19, 2025

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.010 - 49-
FINAL

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.010 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through November 16, 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	6.50	245.00	1,592.50
Engineer II	1.25	123.00	153.75
Landscape Architect I	4.00	109.00	436.00
Technician VIII	10.75	130.00	1,397.50
Technician VII	.50	120.00	60.00
Total Services	23.00		3,639.75
Total Services			3,639.75

Fleet Mileage 7.70

Additional Fees

Project Close out Credit	-152.50
Total Additional Fees	-152.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.010	Ank-NEDelawareAveReconNE5thSttoNE18thSt			Invoice	49-FINAL
Billing Limits		Current	Prior	To-Date		
Total Billings		3,494.95	700,394.87	703,889.82		
Limit				711,800.00		
Remaining				7,910.18		
				Phase Subtotal	\$3,494.95	
				Amount Due this Invoice	<u>\$3,494.95</u>	

	Total	Prior	Current
Billings to Date	1,469,379.49	1,465,884.54	3,494.95

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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #21 in the amount of \$16,713.05 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 #21

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: December 1, 2025 Payment Application #: 21

Payment Period: From: October 20, 2025 Through: November 16, 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:	\$	820,224.08	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	820,224.08	
Less Previous Applications for Payment:	\$	803,511.03	
SUBTOTAL:	\$	16,713.05	

OTHER CHARGES:

CURRENT PAYMENT DUE: \$ 16,713.05

Balance to Finish, Including Retainage: \$ 775.92

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
16	June 25, 2025	\$ 17,834.95
17	July 23, 2025	\$ 23,042.05
18	August 20, 2025	\$ 21,935.10
19	September 24, 2025	\$ 17,436.75
20	October 22, 2025	\$ 10,028.80
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 803,511.03

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

November 19, 2025

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.010 - 21

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.010 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through November 16, 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	1.00	269.00	269.00
Engineer VII	27.50	194.00	5,335.00
Engineer V	1.50	173.00	259.50
Technician VIII	19.25	139.00	2,675.75
Technician VII	1.00	129.00	129.00
Technician VI	68.00	116.00	7,888.00
Total Services	118.25		16,556.25
Total Services			16,556.25

Fleet Mileage 156.80

Billing Limits	Current	Prior	To-Date
Total Billings	16,713.05	106,111.15	122,824.20
Limit			123,600.00
Remaining			775.80

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	123.0584.010	Ank-NANkBlvdImprov1stStto11thSt	Invoice	21
Phase Subtotal				\$16,713.05
Amount Due this Invoice				<u>\$16,713.05</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



November 19, 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. 21
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the twenty-first progress report for the above referenced project and covers work through November 16, 2025. Our work through this period includes construction assistance. The majority of our work over the past month has focused on construction assistance for the traffic signals along the corridor and coordinating with utility companies to ensure there are no conflicts. Additionally, a portion of our work included the continuing review of the force account documentation from the contractor to ensure accurate information is sent the DOT. This next month the Contractor will be focused on finishing the roadway paving, sidewalk, and trail along the corridor, as well as getting the site in order for a winter shutdown.

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 December 1, 2025, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #9 in the amount of \$6,308.50 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 #9

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 12/1/2025 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: 10/20/25 through: 11/16/25

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:	\$	112,922.90	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	112,922.90	
Less previous applications for payment:	\$	106,614.40	
SUBTOTAL	\$		6,308.50
	\$		-
CURRENT PAYMENT DUE	\$		6,308.50

Balance to finish, including retainage: \$ 25,977.10

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 P.P. [Signature] Date 11/20/2025

City of Ankeny Staff Approval
Signature [Signature] Date 11/21/2025

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	6/25/2025	\$ 8,408.50
5	7/23/2025	\$ 14,771.00
6	8/20/2025	\$ 17,700.25
7	9/23/2025	\$ 17,931.25
8	10/23/2025	\$ 3,265.10
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TOTAL \$ 106,614.40

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Record of Change Orders

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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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 19, 2025

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 125.0208.010 - 9

Finance Budget Code 899.3899-4210

Finance Project Code 889.4210

Email

Project 125.0208.010 S Ankeny Blvd & Oralabor Rd Concept Study

Professional Services through November 16, 2025

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	6.00	269.00	1,614.00
Sr. Engineer	5.00	225.00	1,125.00
Engineer V	17.75	173.00	3,070.75
Engineer II	3.75	133.00	498.75
Total Services	32.50		6,308.50
			6,308.50

Billing Limits	Current	Prior	To-Date
Total Billings	6,308.50	106,614.40	112,922.90
Limit			138,900.00
Remaining			25,977.10

Phase Subtotal \$6,308.50

Amount Due this Invoice \$6,308.50

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



November 19, 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. 9
S&A PROJECT NO. 125.0208.01

Dear Mr. Haberichter:

This is the ninth progress report for the above referenced project and covers work through November 16, 2025. Our work through this period included the following:

- Attended meeting with City to discuss Stage 2 alternatives.
- Prepared memo to Iowa DOT regarding Stage 2 alternatives.
- Revised concept design drawings per City comments.

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.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

MAL/ajb

Enclosures



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #15 in the amount of \$4,524.50 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam 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

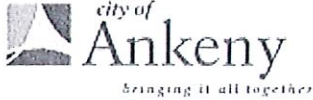
PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Sawgrass Park Dam Improvements
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 686.3686.4210 Finance Project #: 686.4210
Vendor Project #: 124.0622.01 Purchase Order #:
Original Contract Date: May 6, 2024 Vendor Account #: 990

Date of Council Meeting: December 1, 2025 Payment Application #: 15

Payment Period: From: October 20, 2025 Through: November 16, 2025

Contract Summary:

Original Contract Amount:	\$	73,700.00	
Net Change by Change Orders:	\$	116,890.71	
Contract Amount to Date: (line 1 ± 2)	\$	190,590.71	
Total Completed and Stored to Date:	\$	151,625.01	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	151,625.01	
Less Previous Applications for Payment:	\$	147,100.51	
SUBTOTAL:	\$	4,524.50	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,524.50

Balance to Finish, Including Retainage: \$ 38,965.70

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford

E-mail: Phone Number: 515/963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 22, 2024	\$ 11,762.25
2	June 19, 2024	\$ 16,301.53
3	July 24, 2024	\$ 3,843.03
4	September 25, 2024	\$ 14,721.35
5	November 20, 2024	\$ 3,206.00
6	January 23, 2025	\$ 13,163.75
7	February 18, 2025	\$ 9,042.10
8	March 27, 2025	\$ 33,658.80
9	April 23, 2025	\$ 7,757.50
10	May 22, 2025	\$ 10,729.00
11	June 25, 2025	\$ 11,867.00
12	July 23, 2025	\$ 1,438.40
13	September 24, 2025	\$ 6,063.75
14	October 22, 2025	\$ 3,546.05
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 147,100.51

Record of Change Orders:

No.	Date	Amount
1	January 6, 2025	\$ 80,350.00
2	August 18, 2025	\$ 36,540.71
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5/5/2025		
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CHANGE ORDER TOTAL = \$ 116,890.71

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



November 19, 2025

Becky Ford
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SAWGRASS POND DAM IMPROVEMENTS
PROGRESS REPORT NO. 15
S&A PROJECT NO. 124.0622.01

Dear Ms. Ford:

This is the fifteenth progress report for the above-referenced project and covers services through November 16, 2025. Work during this period included construction staking, part-time construction observation, preparing Change Order No. 1 and Pay Application No. 1, construction progress meetings, and preparing meeting minutes.

We look forward to continuing to work for the City and with you on this important project. Should you have any questions on this update, do not hesitate to contact me. We will be in attendance at the December 1, 2025, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/sak

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 19, 2025

Becky Ford
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 124.0622.010 - 15

Finance Budget Code 686.3686.4210

Finance Project Code 686.4210

Vendor 990

Email

Project 124.0622.010 Sawgrass Park Dam Improvements

Professional Services through November 16, 2025

Basic Services

Phase Subtotal 0.00

Construction Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.00	225.00	225.00
Project Manager VII	1.00	194.00	194.00
Engineer V	8.50	173.00	1,470.50
Technician VII	5.00	129.00	645.00
Technician IV	17.00	95.00	1,615.00
Technician II	4.00	78.00	312.00
Total Services	36.50		4,461.50

4,461.50

Fleet Mileage

63.00

Phase Subtotal \$4,524.50

Billing Limits

	Current	Prior	To-Date
Total Billings	4,524.50	147,100.51	151,625.01
Limit			190,590.71
Remaining			38,965.70

Amount Due this Invoice \$4,524.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Steven Klocke

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #2 in the amount of \$5,011.65 to Snyder & Associates, Inc., for engineering services on the SW/SE Oralabor Road Traffic Signal Timing Updates 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW/SE Oralabor Road Traffic Signal Timing Updates
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 260.3265.4210 **Finance Project Code:** 260.4210
Vendor Project or Invoice #: 125.1133.010 **PO #**
Original Contract Date: September 2, 2025 **Vendor #** 990

Date of Council Meeting 12/1/2025 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: 10/20/25 through: 11/16/25

Contract Summary

Original Contract Amount:	\$	<u>58,900.00</u>	
Net change by Change Orders: Amd #1&2		<u> </u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>58,900.00</u>	
 Total completed and stored to date:	\$	<u>14,752.90</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>14,752.90</u>	
Less previous applications for payment:	\$	<u>9,741.25</u>	
SUBTOTAL	\$		<u>5,011.65</u>
	\$		<u>-</u>
 CURRENT PAYMENT DUE	\$		<u>5,011.65</u>

Balance to finish, including retainage: \$ 44,147.10

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:

Leslie Hart

Email: lhart@ankenyiowa.gov

Phone: 515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	10/23/2025	\$ 9,741.25
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TOTAL \$ 9,741.25

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	September 2, 2025
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



November 19, 2025

Ms. Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: ORALABOR ROAD TRAFFIC SIGNAL TIMING UPDATES
PROGRESS REPORT NO. 2
S&A PROJECT NO. 125.1133.01

Dear Ms. Hart:

This is the second progress report for the above referenced project and covers work through November 16, 2025. Our work through this period included the following:

- Completed "Before" travel time analysis.
- Completed field review and lane utilization analysis.
- Completed intersection data sheets.
- Synchro model development.
- Coordination with Olsson regarding TOD plans and cycle lengths.

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.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/ajb

Enclosures



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 19, 2025

City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 125.1133.010 - 2

Email

Project 125.1133.010 SW/SE Oralabor Road Traffic Signal Timing Updates

Professional Services through November 16, 2025

	Hours	Rate	Amount	
Principal Engineer II	2.00	269.00	538.00	
Engineer V	8.25	173.00	1,427.25	
Engineer III	20.50	147.00	3,013.50	
Total Services	30.75		4,978.75	
Total Services				4,978.75
Employee Mileage			28.00	
Total Expenses			28.00	28.00
Fleet Mileage				4.90
Billing Limits	Current	Prior	To-Date	
Total Billings	5,011.65	9,741.25	14,752.90	
Limit			58,900.00	
Remaining			44,147.10	

Amount Due this Invoice \$5,011.65

	Total	Prior	Current
Billings to Date	14,752.90	9,741.25	5,011.65

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



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve Payment #41 in the amount of \$1,500.00 to Strand Associates, Inc., for engineering services on the Ankeny ASR 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. Strand - Pymt #41

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: Strand Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0231594 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: December 1, 2025 **PAYMENT REQUEST #** 41
PAYMENT PERIOD: From: October 1, 2025 Through: October 31, 2025

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	520,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	870,200.00	
Total completed and stored to date:	\$	870,044.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	870,044.94	
Less previous applications for payment:	\$	868,544.94	
SUBTOTAL			\$ 1,500.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,500.00

Balance to finish, including retainage: \$ 155.06

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Strand Associates, Inc

Firm Name

Steven J. Troyer, P.E.

November 18, 2025

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
26	05/31/23	\$ 13,381.15
27	06/30/23	\$ 7,324.25
28	07/31/23	\$ 2,898.00
29	08/31/23	\$ 1,485.00
30	09/30/23	\$ 2,574.00
31	10/30/23	\$ 2,766.00
32	11/30/23	\$ 1,441.00
33	12/31/23	\$ 1,089.00
34	01/31/24	\$ 1,166.00
35	02/29/24	\$ 1,686.00

Previous Applications for Payment

No.	Date	Amount
36	03/31/24	\$ 5,812.50
37	7/31/24	\$ 694.00
38	08/31/24	\$ 416.00
39	09/30/24	\$ 277.50
40	09/30/25	\$ 47,000.00
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Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

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 \$ 868,544.94



Strand Associates, Inc.
414 South 17th Street, Suite 107
Ames, IA 50010
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

November 12, 2025
Project No: 7020.001
Invoice No: 0231594

Professional Services Billed: October 1, 2025 through October 31, 2025

Project: 7020.001 Ankeny ASR - Final Design

Fee

Total Fee	172,600.00		
Percent Complete	100.00	Total Earned	172,600.00
		Previous Fee Billing	172,600.00
		Current Fee Billing	0.00
Total this Project			0.00

Project: 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project 0.00

Project: 7020.003 Ankeny ASR - Bidding

Fee

Total Fee	31,000.00		
Percent Complete	100.00	Total Earned	31,000.00
		Previous Fee Billing	31,000.00
		Current Fee Billing	0.00
Total this Project			0.00

Project: 7020.004 Ankeny ASR - Construction Administration; Demolition

Total this Project 0.00

TERMS: Payment is due within 30 days of the date on this invoice, unless otherwise specified in the agreement.

Page 1 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0231594
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Project:	7020.005	Ankeny ASR - RPR Demolition		
			Total this Project	0.00

Project:	7020.006	Ankeny ASR - Geotechnical Report		
			Total this Project	0.00

Project:	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
			Total this Project	0.00

Project:	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		326,000.00		
Percent Complete	100.00	Total Earned	326,000.00	
		Previous Fee Billing	324,500.00	
		Current Fee Billing	1,500.00	
			Total this Project	\$1,500.00

Project:	7020.009	Ankeny ASR - Bidding Documents		
			Total this Project	0.00

Project:	7020.010	Construction Resident Project Representative		
			Total this Project	0.00

Project:	7020.011	Construction Staking Services		
			Total this Project	0.00

Project:	7020.012	Construction Field and Laboratory Testing Services		
			Total this Project	0.00

TERMS: Payment is due within 30 days of the date on this invoice, unless otherwise specified in the agreement. Page 2 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0231594
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Total this Invoice **\$1,500.00**

TERMS: Payment is due within 30 days of the date on this invoice, unless otherwise specified in the agreement.

Page 3 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the December 1, 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
DECEMBER 1, 2025**

Fund		PAYMENTS
100	General Fund	\$ 332,195.74
220	Fire Gift Fund	522.00
233	Hotel Motel Tax Fund	1,996.62
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	161,798.77
270	Seizure Fund	-
280	Tax Increment Financing Fund	61,651.00
284	Economic Development Fund	-
290	Police/Fire Pension Fund	589.27
300	Debt Service Fund	-
430	Library Foundation Fund	707.78
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	112,988.64
510	Water Fund	681,323.54
520	Water Improvement Fund	-
530	Water Sinking Fund	158,588.50
550	Sewer Fund	7,633.18
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	2,046.91
590	Golf Course Fund	10,728.53
600-699	Enterprise Project Funds	453,568.88
710	Revolving Fund	21,271.97
720	Risk Management Fund	14,318.00
730	Health Insurance Fund	9,483.12
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
882-998	Capital Projects Funds	259,042.60
Sub Total		\$ 2,290,455.05
Payroll Totals		2,165,520.09
Service Transfers/ACH Drafts		(236,374.97)
Agenda Payments Approved Separately		(707,657.84)
Grand Total		<u>\$ 3,511,942.33</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.



City Manager



Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012560	RHETT GAINNEY							
M-CHECK	RHETT GAINNEY	UNPOST V	11/25/2025			253852		1,514.05CR

* * 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:	1 VOID DEBITS	0.00		
	VOID CREDITS	1,514.05CR	1,514.05CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	1,514.05CR	0.00	0.00
BANK: TOTALS:	1	1,514.05CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
001310	ALAN W ABBOTT							
	I-CY2025-DISABILITY	CY2025 WORK DISABILITY- PD/FD	R	12/01/2025	589.27	254250		589.27
				*** VENDOR TOTALS ***		1 CHECKS		589.27
000164	G & S HARDWARE INC							
	I-211368/2	BROOM -PRSC	R	12/01/2025	59.99	254251		
	I-211374/2	CONCRETE MIX - PKS	R	12/01/2025	23.97	254251		
	I-211379/2	LAMPPLDR/LT CNTROL -PRSC	R	12/01/2025	31.97	254251		115.93
				*** VENDOR TOTALS ***		1 CHECKS		115.93
000983	ADVENTURE LIGHTING, INC							
	I-126218	BALLEST - PD	E	12/03/2025	640.93	013170		640.93
				*** VENDOR TOTALS ***		1 CHECKS		640.93
012303	AECOM TECHNICAL SERVICES, INC							
	I-2001079074 #8	PAY 8-I35/36TH ST INTRCHG IMP	E	12/03/2025	1,839.95	013229		1,839.95
				*** VENDOR TOTALS ***		1 CHECKS		1,839.95
000315	JERRY AGAN							
	I-11/2025 LICENSE	STATE IA ELEC LICENSE - CD	R	12/01/2025	77.06	254252		77.06
				*** VENDOR TOTALS ***		1 CHECKS		77.06
007297	J F AHERN COMPANY							
	I-771917	3 YEAR TEST CONTRACT - PD	E	12/03/2025	5,530.00	013197		5,530.00
				*** VENDOR TOTALS ***		1 CHECKS		5,530.00
000026	AHLERS & COONEY PC							
	I-902552	SVCS 11/13/25 BOND RELATED-MGR	E	12/03/2025	123.00	013154		123.00
				*** VENDOR TOTALS ***		1 CHECKS		123.00
011649	AHS RESCUE LLC							
	I-35086	CARABINER -FD	E	12/03/2025	319.26	013218		319.26
				*** VENDOR TOTALS ***		1 CHECKS		319.26
000226	AIRGAS NORTH CENTRAL INC							
	I-5519931901	CYLINDER RENTALS - CG	R	12/01/2025	80.91	254253		
	I-5519932270	CYLINDER RENTALS - FD	R	12/01/2025	199.62	254253		
	I-5519932420	RECYCLING RENT-WW	R	12/01/2025	5.58	254253		
	I-9166295046	ACETYLENE RENTALS- CG	R	12/01/2025	84.15	254253		370.26
				*** VENDOR TOTALS ***		1 CHECKS		370.26
011840	ALL AMERICAN FIRE EQUIPMENT IN							
	I-404813	BATTERY - FD	R	12/01/2025	287.46	254254		287.46
				*** VENDOR TOTALS ***		1 CHECKS		287.46

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009981	ALL CITY MANAGEMENT SERVICES,							
I-104560	SCHOOL CROSSING GUARDS-PD	E	12/03/2025	7,392.57		013211		7,392.57
	*** VENDOR TOTALS ***					1 CHECKS		7,392.57
011844	ALPHA LANDSCAPES, LLC							
I-PAY 2-DEL/5TH/18TH	PAY 2-DEL RECON:5TH-18TH LNDSC	R	12/01/2025	6,309.18		254255		6,309.18
011844	ALPHA LANDSCAPES, LLC							
I-PAY 3-ANK B/18TH	PAY 3-ANK BLVD/18TH INT IMP	R	12/01/2025	5,334.44		254256		5,334.44
	*** VENDOR TOTALS ***					2 CHECKS		11,643.62
009262	AMAZON CAPITAL SERVICES INC							
I-11XQ-9Q1G-FPP9	MISC MULTIMEDIA - KL	E	12/03/2025	54.76		013207		
I-13R4-M667-4THT	PAPER-KL	E	12/03/2025	9.95		013207		
I-13YH-TWDF-4VTL	PROG EVENT SUPPLIES-KL	E	12/03/2025	22.99		013207		
I-149L-R7DL-DPRF	MISC MULTI MEDIA - KL	E	12/03/2025	171.66		013207		
I-14VL-4NNX-R34X	MISC MULTIMEDIA-KL	E	12/03/2025	39.84		013207		
I-14XF-XP7Y-C3GM	KIDS TOYS - KL	E	12/03/2025	62.98		013207		
I-16DJ-DV1K-7WR3	MISC BOOKS - KL	E	12/03/2025	284.70		013207		
I-16P3-NP9M-FW9L	MISC MULTIMEDIA - KL	E	12/03/2025	99.75		013207		
I-17P9-P4R7-4LDT	FAN/URINAL -PD	E	12/03/2025	433.55		013207		
I-17V4-V3DL-1669	MISC MULTIMEDIA - KL	E	12/03/2025	94.70		013207		
I-19J6-GVXN-DL1L	MISC BOOKS - KL	E	12/03/2025	197.18		013207		
I-1C6D-WP66-LCKY	CALENDAR/TISSUE/MISC - PW	E	12/03/2025	76.31		013207		
I-1CGF-CCH9-MQDG	WINDOW CLINGS-KL	E	12/03/2025	35.14		013207		
I-1DK6-Y93X-66PN	MOTOR/KLEIN TOOLS -MU	E	12/03/2025	195.40		013207		
I-1DNH-LYTH-7LNQ	MISC MULTIMEDIA - KL	E	12/03/2025	53.74		013207		
I-1FJR-HFQN-LXPF	MISC MULTIMEDIA-KL	E	12/03/2025	39.90		013207		
I-1FJX-L7J3-NLXW	STICKERS TEEN PARTY - KL	E	12/03/2025	219.78		013207		
I-1GLW-HF4J-NGQQ	COFFEE POT -FD	E	12/03/2025	100.28		013207		
I-1JP6-WGKV-GHNL	MISC MULTIMEDIA-KL	E	12/03/2025	76.80		013207		
I-1K3W-63VH-41VC	WIRELESS MOUSE - PW	E	12/03/2025	40.63		013207		
I-1L4J-J6J1-FC1Y	EXT HARD DRIVES - PD	E	12/03/2025	379.59		013207		
I-1MRR-LCQX-9CGY	TIMING TOOL KIT - CG	E	12/03/2025	21.51		013207		
I-1N3Y-WWYH-PN39	MISC CALENDAR - KL	E	12/03/2025	6.99		013207		
I-1P1Q-QVKF-CD9R	MISC BOOKS - KL	E	12/03/2025	19.98		013207		
I-1QVJ-TVFT-L6W7	SOIL PROBE RODS - WTR	E	12/03/2025	116.76		013207		
I-1RDX-T4LK-DWMR	OFFICE SUPPLIES-KL	E	12/03/2025	19.51		013207		
I-1T3C-YGY4-QW6X	MISC MULTIMEDIA-KL	E	12/03/2025	89.75		013207		
I-1T4T-GFQD-GKHF	MISC MULTIMEDIA-KL	E	12/03/2025	24.96		013207		
I-1TR7-LP77-DWG1	CHARCOAL FILTERS - ACC	E	12/03/2025	356.20		013207		
I-1VR6-J7XY-NXXK	CLUTCH -CG	E	12/03/2025	16.99		013207		
I-1WKC-GP9J-NM6H	STORAGE CIRC - KL	E	12/03/2025	22.94		013207		
I-1WNLP-CWFP-CDC7	LIGHT GUARD COVER - KL	E	12/03/2025	9.99		013207		
I-1WPV-LCMK-6WJT	MISC BOOKS - KL	E	12/03/2025	40.30		013207		
I-1WX4-6W13-6DTV	WRITING TABLETS-KW	E	12/03/2025	23.99		013207		
I-1XDG-YXPY-4TH6	CIRCULATION-KL	E	12/03/2025	139.89		013207		
I-1XH9-3QFG-MKTW	MISC MULTIMEDIA-KL	E	12/03/2025	17.95		013207		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-1XJK-QRDJ-G1MJ	SURGE PROTECTOR-IT	E	12/03/2025	293.00		013207		
I-1XMW-DTTV-71QG	OUTLETS - FD	E	12/03/2025	122.33		013207		
I-1YFM-TCT7-NFGR	MILITARY CMT RETURN - HR	E	12/03/2025	12.34		013207		4,045.01
			*** VENDOR TOTALS ***			1 CHECKS		4,045.01
012254	AM ACQUISITIONS INC							
I-0042169	NAMEPLATE - MD	E	12/03/2025	23.00		013228		23.00
			*** VENDOR TOTALS ***			1 CHECKS		23.00
000038	AMERICAN RED CROSS							
I-23017526	ADULT/PED 1ST AID-AC	E	12/03/2025	120.00		013155		120.00
			*** VENDOR TOTALS ***			1 CHECKS		120.00
012278	KEVIN ANDREWS							
I-11/10/2025 SHOES	SHOES KA - FD	E	12/03/2025	140.00		013252		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY26 #6 DEC GYM	DECEMBER 2025 GYM USE PMT	R	12/01/2025	6,300.00		254257		6,300.00
			*** VENDOR TOTALS ***			1 CHECKS		6,300.00
011996	ANKENY HARDWARE STORE LLC							
I-1201526	SEALING TAPE - FD	E	12/03/2025	8.59		013221		
I-1202246	PLUMBERS PUTTY - PRSC	E	12/03/2025	2.99		013221		
I-1202315	HILLMAN -ACC	E	12/03/2025	30.68		013221		
I-1202382	DRILL BITS - ACC	E	12/03/2025	71.97		013221		
I-1202456	PAINT HARDENER - PRSC	E	12/03/2025	8.98		013221		
I-1203281	MOTOR TREATMENT -PRSC	E	12/03/2025	47.96		013221		
I-1203477	VINEGAR/BLADE- PKS	E	12/03/2025	32.48		013221		
I-1203595	BRAKE CLEANER/ENG CLNR-PRSC	E	12/03/2025	33.36		013221		
I-1203660	POLYB -OCM	E	12/03/2025	10.99		013221		
I-1203698	BLK GLOVES - PRSC	E	12/03/2025	24.04		013221		272.04
			*** VENDOR TOTALS ***			1 CHECKS		272.04
003319	MIDWEST SOLID WASTE							
I-2132269	11/2025 WASTE SERVICES	E	12/03/2025	1,915.00		013185		1,915.00
			*** VENDOR TOTALS ***			1 CHECKS		1,915.00
009326	RYAN ARENDSE							
I-11/20/2025 MEALS	SERT MEAL REIM-PD	E	12/03/2025	10.68		013244		10.68
			*** VENDOR TOTALS ***			1 CHECKS		10.68
000057	ARNOLD MOTOR SUPPLY							
I-15NV225019	FUEL/OIL/AIR FILTERS - CG	R	12/01/2025	214.03		254258		
I-15NV225047	UNIT #126 OIL FILTER	R	12/01/2025	41.81		254258		
I-15NV225071	UNIT #89 AIR FILTER	R	12/01/2025	8.94		254258		
I-15NV225073	UNIT #89 AIR FILTER	R	12/01/2025	15.31		254258		
I-15NV225082	UNIT #126 FUEL FILTER	R	12/01/2025	79.64		254258		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK		INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
I-15NV225170	UNIT #237 AIR FILTER	R	12/01/2025		16.58		254258		
I-15NV225178	UNIT #304 FILTERS/#412 GASKET	R	12/01/2025		695.04		254258		
I-15NV225319	UNIT #202 AIR FILTER	R	12/01/2025		17.91		254258		
I-15NV225393	UNIT #412 ICON BLADE	R	12/01/2025		57.00		254258		
I-15NV225617	HEADLIGHT UNIT #304	R	12/01/2025		95.99		254258		
I-15NV225625	UNIT #304 HEADLAMP	R	12/01/2025		27.00		254258		
I-15NV225667	OIL / AIR FILTER - CG	R	12/01/2025		46.96		254258		
I-15NV225670	UNIT #220 FILTERS	R	12/01/2025		207.51		254258		
I-15NV225789	UNIT#404 AIR FILTER	R	12/01/2025		12.75		254258		
I-15NV225922	BATTERY BOLT - PRSC	R	12/01/2025		0.86		254258		
I-15NV225985	UNIT #277 LAMP RED	R	12/01/2025		50.82		254258		1,588.15
			*** VENDOR TOTALS ***				1 CHECKS		1,588.15
006110	ATW TRAINING SOLUTIONS								
I-2511-2330	MANAGER BOOT CAMP	R	12/01/2025		1,660.00		254259		1,660.00
			*** VENDOR TOTALS ***				1 CHECKS		1,660.00
000744	BANKERS TRUST								
I-RES#2016-193 FY26	25/26 TAX REBATE-50% BAKER MEC	R	12/01/2025		61,651.00		254260		61,651.00
			*** VENDOR TOTALS ***				1 CHECKS		61,651.00
012591	BP RETAIL PARTNERS INC								
I-P83106985	BATTERIES -FD	E	12/03/2025		51.12		013234		
I-P83186408	BATTERIES - FD	E	12/03/2025		34.56		013234		85.68
			*** VENDOR TOTALS ***				1 CHECKS		85.68
003805	MICHAEL BERGMANN								
I-11/20/2025 BOOTS	SAFETY BOOTS-OCM	R	12/01/2025		140.00		254261		140.00
			*** VENDOR TOTALS ***				1 CHECKS		140.00
005868	MICHAEL BERNARD								
I-11/2025 FITNESS	SQUAT RACK FITNESS REIMB	R	12/01/2025		182.58		254262		182.58
			*** VENDOR TOTALS ***				1 CHECKS		182.58
006349	HY-VEE INC-BDI								
I-102118	ALCOHOL FOR RESALE- OC	R	12/01/2025		668.49		254263		668.49
			*** VENDOR TOTALS ***				1 CHECKS		668.49
005950	BLACKSTONE AUDIO INC								
I-2217132	MISC MULTIMEDIA/SHELF RDY-KL	R	12/01/2025		164.56		254264		
I-2217176	MULTI MEDIA / SHELF READY - KL	R	12/01/2025		32.34		254264		196.90
			*** VENDOR TOTALS ***				1 CHECKS		196.90

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007515	EFFLUENT INC							
I-I12880	RENTALS - PRSC	E	12/03/2025	448.00		013199		448.00
	*** VENDOR TOTALS ***					1 CHECKS		448.00
009283	BOLTON & MENK, INC							
I-0378299 #6	PAY 6-18TH ST RECON/STATE/ASH	R	12/01/2025	4,705.00		254265		
I-0378300 #13	PAY 13-PR RDG/9TH/ASH IMP	R	12/01/2025	2,604.90		254265		7,309.90
	*** VENDOR TOTALS ***					1 CHECKS		7,309.90
008100	BOMGAARS SUPPLY INC							
I-79313102	WATER TANK - PKS	R	12/01/2025	399.99		254266		399.99
	*** VENDOR TOTALS ***					1 CHECKS		399.99
005174	BOUND TREE MEDICAL LLC							
I-85995094	EMS SUPPLIES -FD	R	12/01/2025	2,087.20		254267		
I-85996933	EMS SUPPLIES - FD	R	12/01/2025	1,712.62		254267		3,799.82
	*** VENDOR TOTALS ***					1 CHECKS		3,799.82
000127	BRICK GENTRY PC							
I-467248	LEGAL SERVICES	E	12/03/2025	7,605.00		013156		7,605.00
	*** VENDOR TOTALS ***					1 CHECKS		7,605.00
010157	CALIBER CONCRETE LLC							
I-PAY 1-72ND PLACE	PAY 1-COUNTY NW72 PL WB TRNLN	R	12/01/2025	105,815.61		254268		105,815.61
	*** VENDOR TOTALS ***					1 CHECKS		105,815.61
009469	COLTON CAMPBELL							
I-10/28/2025 MEALS	ILEA COURSE 10/28-10/30/25-PD	E	12/03/2025	40.25		013245		40.25
	*** VENDOR TOTALS ***					1 CHECKS		40.25
000385	CAPITAL CITY EQUIPMENT CO							
I-60859D	UNIT #202 CLUTCH	E	12/03/2025	733.49		013162		
I-60923D	STRAP DOOR/FLTR/EDGE -PRSC	E	12/03/2025	210.70		013162		
I-86956A	UNIT #202 BELT	E	12/03/2025	117.85		013162		1,062.04
	*** VENDOR TOTALS ***					1 CHECKS		1,062.04
000211	GALE							
I-999101697665	MISC BOOKS - KL	E	12/03/2025	143.95		013158		
I-999101699292	MISC BOOKS - KL	E	12/03/2025	226.42		013158		
I-999101704654	MISC BOOKS - KL	E	12/03/2025	85.47		013158		
I-999101706404	MISC BOOKS - GL	E	12/03/2025	56.23		013158		
I-999101711032	MISC BOOKS - KL	E	12/03/2025	74.97		013158		
I-999101711034	MISC BOOKS - KL	E	12/03/2025	79.47		013158		
I-999101712376	MISC BOOKS - KL	E	12/03/2025	74.97		013158		
I-999101727110	MISC BOOKS-KL	E	12/03/2025	121.50		013158		
I-999101733239	MISC BOOKS-KL	E	12/03/2025	62.97		013158		
I-999101737521	MISC BOOKS-KL	E	12/03/2025	52.48		013158		
I-999101737522	MISC BOOKS-KL	E	12/03/2025	74.22		013158		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-999101737523	MISC BOOKS-KL	E	12/03/2025	74.22		013158		
I-999101737525	MISC BOOKS-KL	E	12/03/2025	83.22		013158		1,210.09
			*** VENDOR TOTALS ***			1 CHECKS		1,210.09
011409	CENTRAL MCGOWAN INC							
I-0000423927	BEVERAGES FOR RESALE - OC	E	12/03/2025	41.80		013214		
I-0001069161	BEVERAGES FOR RESALE - OC	E	12/03/2025	131.45		013214		173.25
			*** VENDOR TOTALS ***			1 CHECKS		173.25
001962	CENTRAL SERVICE & SUPPLY INC							
I-0214064	UNIT #743 HOSE	R	12/01/2025	15.72		254269		15.72
			*** VENDOR TOTALS ***			1 CHECKS		15.72
003072	QWEST CORPORATION							
I-11/04/2025	11/2025 STATEMENT TRAFFIC	E	12/03/2025	101.99		013180		101.99
			*** VENDOR TOTALS ***			1 CHECKS		101.99
000426	CERTIFIED POWER INC							
I-40541323	#654 MOWER CYLINDER	R	12/01/2025	1,282.97		254270		1,282.97
			*** VENDOR TOTALS ***			1 CHECKS		1,282.97
012239	CHARTERS ON VINE LLC							
I-1617	LIGHT TOUR - ACC	E	12/03/2025	800.00		013226		800.00
			*** VENDOR TOTALS ***			1 CHECKS		800.00
011576	CINTAS CORPORATION							
I-4248701897	MAT/UNIFORMS CG/STS/TRFC	R	12/01/2025	511.79		254271		
I-4249284908	MATS/UNIFORM RENTAL - SWR	R	12/01/2025	173.24		254271		
I-4249422995	MATS/UNIFORM RENTALS-MU	R	12/01/2025	184.84		254271		
I-4249423115	MATS/UNIFORMS STS/CG/TRFC	R	12/01/2025	451.80		254271		
I-4249615062	SUPPLY RENTALS - OC	R	12/01/2025	159.71		254271		
I-4250048167	SUPPLY RENTALS - ACC	R	12/01/2025	32.38		254271		
I-4250049710	MAT/UNIFORM RENTALS -OCM	R	12/01/2025	115.04		254271		
I-4250240023	MATS/UNIFORMS STS/CG/TRFC	R	12/01/2025	452.88		254271		
I-4250240154	MATS/MOPS -LAKESIDE	R	12/01/2025	28.19		254271		
I-4250240274	MAT/UNIFORM RENTALS - PKS	R	12/01/2025	129.57		254271		
I-4250362207	SUPPLY RENTALS - OC	R	12/01/2025	189.94		254271		
I-4250755621	SUPPLY RENTALS - ACC	R	12/01/2025	32.38		254271		
I-4250757158	UNIFORM RENTALS -OCM	R	12/01/2025	74.48		254271		
I-5301742203	MEDS SEWER - MU	R	12/01/2025	40.68		254271		2,576.92
			*** VENDOR TOTALS ***			1 CHECKS		2,576.92
011627	CONCRETE POLYFIX, INC							
I-2510-3112-3349	CONCRETE REPAIRS -ACC	E	12/03/2025	621.06		013217		621.06
			*** VENDOR TOTALS ***			1 CHECKS		621.06

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002992	CONSTRUCTION MATERIALS TESTING							
I-56838	CYLINDER BREAKS - ENG	E	12/03/2025	104.00		013179		104.00
	*** VENDOR TOTALS ***					1 CHECKS		104.00
002559	CONSUMERS ENERGY							
I-10/01/25-10/31/25	11/07/2025 STATEMENT	E	12/03/2025	2,740.67		013178		2,740.67
	*** VENDOR TOTALS ***					1 CHECKS		2,740.67
009121	CONTRACTOR SOLUTIONS							
I-1-571716	SUPPLIES-WTR	R	12/01/2025	12.88		254272		12.88
	*** VENDOR TOTALS ***					1 CHECKS		12.88
005604	CR SIGNS INC							
I-252422-1	FLAGS - PW	R	12/01/2025	936.00		254273		
I-252423-1	FLAGS - KL	R	12/01/2025	936.00		254273		
I-252424-1	FLAGS - PD	R	12/01/2025	936.00		254273		
I-252425-1	FLAGS - PKS	R	12/01/2025	312.00		254273		3,120.00
	*** VENDOR TOTALS ***					1 CHECKS		3,120.00
000146	CENTURY HOMES CO							
I-96905IN	ACELEPRYN-PRSC	R	12/01/2025	6,147.00		254274		
I-97247IN	FESCUE/HERBICIDE -PRSC	R	12/01/2025	778.00		254274		
I-97248IN	FERTILIZER-PSRC	R	12/01/2025	2,228.00		254274		
I-97249IN	ROUNDUP/HERBICIDE -OCM	R	12/01/2025	335.63		254274		9,488.63
	*** VENDOR TOTALS ***					1 CHECKS		9,488.63
001003	ED DANIELS							
I-125814	FILTERS - PW	E	12/03/2025	262.54		013172		
I-125815	POCKET SYNTHETIC BAGS -PD	E	12/03/2025	312.96		013172		
I-125816	FILTERS -KL	E	12/03/2025	714.36		013172		
I-125817	FILTERS - LAKESIDE	E	12/03/2025	28.16		013172		1,318.02
	*** VENDOR TOTALS ***					1 CHECKS		1,318.02
003518	INFOUSA MARKETING, INC							
I-10004367629	DATA AXLE LIC 11/25-11/25-KL	R	12/01/2025	1,445.00		254275		1,445.00
	*** VENDOR TOTALS ***					1 CHECKS		1,445.00
003099	DELL MARKETING L P							
I-10847063959	DELL MONITORS-WTR	E	12/03/2025	349.98		013182		349.98
	*** VENDOR TOTALS ***					1 CHECKS		349.98
009259	DENNIS SUPPLY COMPANY							
I-DM0002227566-001	DUAL SHAFT -FD	R	12/01/2025	386.66		254276		386.66
	*** VENDOR TOTALS ***					1 CHECKS		386.66

VENDOR SET: 01 City of Ankeny
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DATE RANGE:11/20/2025 THRU 12/03/2025

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			DATE		AMOUNT	DISCOUNT			
011510	DES MOINES CHILDREN'S MUSEUM								
I-17450	ADVENTURE PASS-KL	R	12/01/2025		200.00		254277		200.00
				*** VENDOR TOTALS ***			1 CHECKS		200.00
012080	DES MOINES WATER WORKS - CIWW								
I-005039	11/03/25 11/03/25 STATEMENT CIWW	R	12/01/2025		125,978.97		254278		
I-005040	11/03/2025 11/03/025 STATEMENT CIWW	R	12/01/2025		96,592.47		254278		
I-084793	11/02/2025 11/03/2025 STATEMENT CIWW	R	12/01/2025		83,187.80		254278		
I-099890	11/03/2025 11/03/2025 STATEMENT CIWW	R	12/01/2025		98,832.61		254278		
I-101656	11/03/2025 11/03/2025 STATEMENT CIWW	R	12/01/2025		80,968.04		254278		
I-105134	11/03/2025 11/03/2025 STATEMENT CIWW	R	12/01/2025		160,704.00		254278		646,263.89
				*** VENDOR TOTALS ***			1 CHECKS		646,263.89
007438	E & B FIRE AND SAFETY INC								
I-77936	TURNOUT GEAR-FD	R	12/01/2025		66,400.00		254279		66,400.00
				*** VENDOR TOTALS ***			1 CHECKS		66,400.00
009477	DIXON ENGINEERING INC								
I-25-1139 #7	PAY 7-MAG GRND STRG RES PROJ	R	12/01/2025		3,925.00		254280		3,925.00
				*** VENDOR TOTALS ***			1 CHECKS		3,925.00
012565	DOCUSHARE LLC								
I-INV06935	DOCUSHARE RENEWAL TO 10/26	E	12/03/2025		2,924.46		013232		2,924.46
				*** VENDOR TOTALS ***			1 CHECKS		2,924.46
004568	DOLL DISTRIBUTING LLC								
I-1898183	ALCOHOL FOR RESALE - OC	E	12/03/2025		317.50		013187		317.50
				*** VENDOR TOTALS ***			1 CHECKS		317.50
006319	EDWARD DON AND COMPANY								
C-71383007	CR: THERMOMETER - OC	R	12/01/2025		22.91CR		254281		
I-34261241	COFFEE BREWER - FS2	R	12/01/2025		820.72		254281		797.81
				*** VENDOR TOTALS ***			1 CHECKS		797.81
000186	ELECTRONIC ENGINEERING								
I-109017253-1	GPS EQUIPMENT RENTAL-PW	E	12/03/2025		2,973.41		013157		2,973.41
				*** VENDOR TOTALS ***			1 CHECKS		2,973.41
012275	EMS MANAGEMENT & CONSULTANTS,								
I-EMS-020135	10/2025 COLLECTIONS FD	R	12/01/2025		5,941.32		254282		5,941.32
				*** VENDOR TOTALS ***			1 CHECKS		5,941.32
011454	ENCORE DANCE ACADEMY								
I-10/06/25-11/10/25	10/6/25-11/10/25 DANCE	E	12/03/2025		3,740.00		013215		3,740.00
				*** VENDOR TOTALS ***			1 CHECKS		3,740.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

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005478	EXCEL MECHANICAL COMPANY INC							
I-187745	LAUNDRY PLUMBING-ACC	E	12/03/2025	1,640.00		013192		
I-187854	SEMIANNUAL INSPECTION WW	E	12/03/2025	870.00		013192		
I-187855	REZNOR HEATER-PRSC	E	12/03/2025	3,112.00		013192		
I-187858	FURNACE #1 REPAIRS WTR	E	12/03/2025	652.80		013192		
I-187860	THERMOSTAT INSTALL -PRSC	E	12/03/2025	268.47		013192		
I-187887	SHOOTING RANGE VFD-PD	E	12/03/2025	7,500.00		013192		14,043.27
	*** VENDOR TOTALS ***					1 CHECKS		14,043.27
000049	FACTORY MOTOR PARTS COMPANY							
I-2-7041974	UNIT #116 THERMOSTAT	R	12/01/2025	32.30		254283		32.30
	*** VENDOR TOTALS ***					1 CHECKS		32.30
002285	FASTENAL COMPANY							
I-IADES463000	MINOR EQUIPMT-SWR	E	12/03/2025	5.15		013177		5.15
	*** VENDOR TOTALS ***					1 CHECKS		5.15
000197	FEDERAL EXPRESS CORPORATION							
I-9-063-89628	SHIPPING -OC	R	12/01/2025	10.82		254284		10.82
	*** VENDOR TOTALS ***					1 CHECKS		10.82
006858	FERGUSON ENTERPRISES INC #1657							
I-0540533	BELT CLIP BATTERY-WTR	R	12/01/2025	424.74		254285		424.74
	*** VENDOR TOTALS ***					1 CHECKS		424.74
011234	FIRE SERVICE TRAINING BUREAU							
I-260764	INSTR2 JB	R	12/01/2025	50.00		254286		
I-260766	HMAO/FF1/FF2 CP/AD	R	12/01/2025	300.00		254286		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
006511	THE PAPER CORPORATION							
I-286174-00	BUCKEYE CLARION - COM CNTRS	E	12/03/2025	574.00		013195		574.00
	*** VENDOR TOTALS ***					1 CHECKS		574.00
007648	DAIOHS USA INC							
I-MN-866037	COFFEE SERVICE- CH	E	12/03/2025	119.11		013200		119.11
	*** VENDOR TOTALS ***					1 CHECKS		119.11
006979	BECKY FORD							
I-11-2025 FITNESS	GALAXY WATCH - FITNESS REIM	E	12/03/2025	71.97		013240		
I-11/19/25 PE RENEW	STATE IA PE RENEWAL BF-STR WW	E	12/03/2025	100.00		013240		171.97
	*** VENDOR TOTALS ***					1 CHECKS		171.97

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

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002078	FOTH & VAN DYKE LLC							
I-100561 #17	PAY 17-W1ST ST IMP - PH2	R	12/01/2025	31,336.05		254287		
I-100576	SW DES MOINES STREET	R	12/01/2025	428.60		254287		
I-100576-B	SW DES MOINES STREET	R	12/01/2025	346.60		254287		32,111.25
	*** VENDOR TOTALS ***					1 CHECKS		32,111.25
011377	STRAND ASSOCIATES, INC.							
I-0231594 #41	PAY 41-ANKENY ASR	R	12/01/2025	1,500.00		254288		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
011998	GALLS PARENT HOLDINGS, LLC							
I-032762277	LORANG UNIFORM	E	12/03/2025	99.45		013222		
I-032762277A	LORANG UNIFORM	E	12/03/2025	1,250.05		013222		
I-032774425	AE TRAVERSE VESTS NS-PD	E	12/03/2025	297.80		013222		
I-033129463	SHIRTS-PD	E	12/03/2025	118.98		013222		
I-033165815	N SHELTON BALLSITIC VEST	E	12/03/2025	1,072.25		013222		2,838.53
	*** VENDOR TOTALS ***					1 CHECKS		2,838.53
012038	GANNETT MEDIA CORP							
I-0007393208	10/01/25-10/31/25 -	R	12/01/2025	1,626.32		254289		1,626.32
	*** VENDOR TOTALS ***					1 CHECKS		1,626.32
009366	GEMPLER'S INC							
I-INV0004625050	BLANK PRIMERS -PRSC	E	12/03/2025	227.17		013208		227.17
	*** VENDOR TOTALS ***					1 CHECKS		227.17
009054	GPS INDUSTRIES LLC							
I-CON138464	11/1/25-11/30/25 CNCT CNTRL/VI	R	12/01/2025	2,189.00		254290		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
C-9698806669	RETURN CABLE TIE-WTR	E	12/03/2025	248.48CR		013159		
I-9694348450	BINS - FD	E	12/03/2025	887.34		013159		
I-9697597996	TIES/SEALANT-WTR	E	12/03/2025	347.12		013159		
I-9699267689	CABLETIES-WTR	E	12/03/2025	194.52		013159		
I-9705479617	TANKLESS WTR HEATER-FD	E	12/03/2025	231.29		013159		
I-9707882107	MOTOR CAPACITOR - PD	E	12/03/2025	48.83		013159		
I-9710362147	SAFETY PPE COLD WEATHER-WW	E	12/03/2025	282.42		013159		
I-9720863142	HUMIDIFIER -PD	E	12/03/2025	205.46		013159		1,948.50
	*** VENDOR TOTALS ***					1 CHECKS		1,948.50
008737	TRAVIS GRANDGEORGE							
I-11/17/2025 MEAL	11/12/25 SERT MEAL TG-PD	R	12/01/2025	31.75		254291		
I-11/2025 MEALS	RIFFLE TRAINING MEALS-PD	R	12/01/2025	81.03		254291		112.78
	*** VENDOR TOTALS ***					1 CHECKS		112.78

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

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000229	GRAYBAR ELECTRIC CO INC							
I-9350816834	DUPLEX SINGLEMODE - TRFC	R	12/01/2025	97.50		254292		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
001978	HAWKINS INC							
I-7252447	FY26 BLANKET PO (2)	E	12/03/2025	250.00		013174		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
003452	HDR ENGINEERING INC							
I-1200771933	E1ST/I35 8/24/25-11/1/25	R	12/01/2025	1,377.60		254293		
I-1200774471 #35	PAY 35-NW IRVNDLE ELVTD STRG	R	12/01/2025	24,735.51		254293		26,113.11
	*** VENDOR TOTALS ***					1 CHECKS		26,113.11
003550	HEIMAN FIRE EQUIPMENT INC							
I-0948240-IN	FIREFIGHTING GLOVES	R	12/01/2025	1,165.74		254294		1,165.74
	*** VENDOR TOTALS ***					1 CHECKS		1,165.74
003098	HOTSY CLEANING SYSTEMS IN							
I-PSI-320445	FLEETWASH -PRSC	E	12/03/2025	90.00		013181		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
000253	HY-VEE INC							
I-11.9.25 OCT BIO	BIOMETRIC SCREENINGS 2025	R	12/01/2025	8,889.00		254295		8,889.00
	*** VENDOR TOTALS ***					1 CHECKS		8,889.00
008906	IMAGE TREND INC							
I-PS-INV120053	11/2025 MYEMSCARE -FD	E	12/03/2025	96.46		013204		96.46
	*** VENDOR TOTALS ***					1 CHECKS		96.46
012246	INGRAM LIBRARY SERVICES LLC							
I-91838638	MISC BOOKS - KL	E	12/03/2025	1,091.00		013227		
I-91838639	MISC BOOKS - KL	E	12/03/2025	147.40		013227		
I-91838640	MISC BOOKS - KL	E	12/03/2025	488.82		013227		
I-91918220	MISC BOOKS - KL	E	12/03/2025	26.25		013227		
I-91944826	MISC BOOKS - KL	E	12/03/2025	227.02		013227		
I-91973458	MISC BOOKS - KL	E	12/03/2025	146.74		013227		
I-91999461	MISC BOOKS - KL	E	12/03/2025	539.76		013227		
I-92012376	MISC BOOKS - KL	E	12/03/2025	1,228.89		013227		
I-92027529	MISC BOOKS - KL	E	12/03/2025	24.19		013227		
I-92052609	MISC BOOKS - KL	E	12/03/2025	794.77		013227		4,714.84
	*** VENDOR TOTALS ***					1 CHECKS		4,714.84
000407	WEBER BATTERY INC							
I-1925901010168	BATTERY STATION BIKE APD-PD	E	12/03/2025	33.40		013164		33.40
	*** VENDOR TOTALS ***					1 CHECKS		33.40

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

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005403	IOWA COMMUNITIES ASSURANCE POO							
C-20064	CR: ADDTL PROPERTY RNTL EQUIP	R	12/01/2025	605.00	CR	254296		
I-19391	INSURANCE FIRE#4 7/25-7/26 -FD	R	12/01/2025	7,284.00		254296		
I-19833	ADDTL PROPERTY RENTAL EQUIP	R	12/01/2025	655.00		254296		7,334.00
	*** VENDOR TOTALS ***					1 CHECKS		7,334.00
005188	IOWA FINANCE AUTHORITY							
I-D0569R 12/01/2025	2021B WATER REVENUE BONDS-INT	D	12/01/2025	23,750.00		002911		
I-D0654R 12/01/2025	2023A WATER REVENUE BONDS-INT	D	12/01/2025	48,078.61		002911		
I-D0659R 12/01/2025	2023C WATER REVENUE BONDS-INT	D	12/01/2025	28,518.70		002911		
I-D0690R 12/01/2025	2023D WATER REVENUE BONDS-INT	D	12/01/2025	54,139.18		002911		
I-D0808R 12/01/2025	2025B WATER REVENUE BONDS-INT	D	12/01/2025	4,102.01		002911		158,588.50
	*** VENDOR TOTALS ***					1 CHECKS		158,588.50
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-331432	FIRE ARMS TRN FOR BC,DS,TT- PD	R	12/01/2025	3,750.00		254297		3,750.00
	*** VENDOR TOTALS ***					1 CHECKS		3,750.00
004476	IOWA DEPARTMENT OF HEALTH AND							
I-11 2025 12	DECEMBER 2025 STATE SHARE	R	12/01/2025	17,969.62		254298		17,969.62
	*** VENDOR TOTALS ***					1 CHECKS		17,969.62
000272	IOWA PRISON INDUSTRIES							
I-303918	SIGNS - P&R	R	12/01/2025	27.00		254299		27.00
	*** VENDOR TOTALS ***					1 CHECKS		27.00
003146	IOWA TURFGRASS OFFICE							
I-2026 TURF CONF	2026 TURF CONFERENCE JK/EJ/AD	R	12/01/2025	855.00		254300		855.00
	*** VENDOR TOTALS ***					1 CHECKS		855.00
012598	CLARE ISENHART							
I-11/21/25 REFUND	11/21/25 DAMAGE DEPOSIT RFND	R	12/01/2025	500.00		254301		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
007827	JEO CONSULTING GROUP INC							
I-166180	JEO-MAGAZINE & DISTRICT	E	12/03/2025	3,122.50		013201		
I-166211 #27	PAY 27-SE 3RD ST IMP - PH2	E	12/03/2025	2,788.75		013201		5,911.25
	*** VENDOR TOTALS ***					1 CHECKS		5,911.25
011539	JP PARTY RENTALS LLC							
I-46215865	COMBAT LASER TAG - ACC	E	12/03/2025	465.00		013216		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000292	KARL CHEVROLET INC							
I-410292	UNIT #301 CLUSTER	E	12/03/2025	280.00		013161		
I-411528	UNIT #724 CANISTOR	E	12/03/2025	220.50		013161		
I-412386	UNIT #304 VALVES/SEALS/GSKT	E	12/03/2025	697.26		013161		
I-412461	UNIT #412 SENSORS	E	12/03/2025	106.73		013161		
I-413307CHW	UNIT #304 FLUID/SENSOR	E	12/03/2025	46.87		013161		
I-413929	UNIT #237 CANISTER	E	12/03/2025	252.45		013161		1,603.81
	*** VENDOR TOTALS ***					1 CHECKS		1,603.81
012000	KEY COOPERATIVE							
C-95001782	CR: MISBILL RFM DYED-OCM	E	12/03/2025	73.56CR		013223		
I-90000134	11/11/25 DIESEL/UNLEADED	E	12/03/2025	19,498.92		013223		
I-95001777	10/28/25 RFM DYED OCM	E	12/03/2025	982.78		013223		20,408.14
	*** VENDOR TOTALS ***					1 CHECKS		20,408.14
009201	KIESLER POLICE SUPPLY INC							
I-IN270405	223 RIFLE PRACTICE AMMO	E	12/03/2025	18,872.00		013206		18,872.00
	*** VENDOR TOTALS ***					1 CHECKS		18,872.00
000581	MIDWEST MOTOR SUPPLY CO INC							
I-103926623	TUBE/NUT/SCREW - CG	E	12/03/2025	105.41		013168		105.41
	*** VENDOR TOTALS ***					1 CHECKS		105.41
008587	KINZLER CONSTRUCTION SERVICES							
I-2523526.0001	CABLE OIL LABOR SWR-WW	R	12/01/2025	222.50		254302		222.50
	*** VENDOR TOTALS ***					1 CHECKS		222.50
007837	DIANE KLEMME							
I-11/12/2025 MEALS	GCMOA MTG MEAL-CLERK	E	12/03/2025	19.00		013241		19.00
	*** VENDOR TOTALS ***					1 CHECKS		19.00
005189	KULLY SUPPLY INC							
I-691613	VACUUM BREAKER REPAIR KIT-PD	E	12/03/2025	125.30		013190		125.30
	*** VENDOR TOTALS ***					1 CHECKS		125.30
009465	LIBERTY HOLDINGS INC							
I-259090	CONCRETE PW	R	12/01/2025	1,431.00		254303		
I-259223	CONCRETE-PW	R	12/01/2025	1,669.50		254303		
I-259298	CONCRETE - PW	R	12/01/2025	795.00		254303		
I-259379	CONCRETE - PW	R	12/01/2025	1,272.00		254303		
I-259569	CONCRETE - PW	R	12/01/2025	1,720.00		254303		6,887.50
	*** VENDOR TOTALS ***					1 CHECKS		6,887.50

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
012217	LIFTOFF LLC							
I-8427ADD2	LICENSING CTR 11/25-10/2025-IT	E	12/03/2025	6,138.00		013225		6,138.00
	*** VENDOR TOTALS ***					1 CHECKS		6,138.00
000402	LINDE GAS & EQUIPMENT							
I-52451031	8/20-9/20/25 RENTAL PKS	E	12/03/2025	53.34		013163		53.34
	*** VENDOR TOTALS ***					1 CHECKS		53.34
000470	LUMEN							
I-760500493	11/12 STM LOCKBOX-IT	E	12/03/2025	622.95		013165		622.95
	*** VENDOR TOTALS ***					1 CHECKS		622.95
012236	LYMAN-RICHEY CORPORATION							
I-553473	SAND-PRSC	R	12/01/2025	6,230.03		254304		6,230.03
	*** VENDOR TOTALS ***					1 CHECKS		6,230.03
012599	SARAH MACK							
I-11/22/2025 REFUND	11/22/25 DAMAGE DEP REFUND	R	12/01/2025	390.00		254305		390.00
	*** VENDOR TOTALS ***					1 CHECKS		390.00
009473	MACQUEEN EQUIPMENT, LLC							
I-P06820	CRADLE RAIL -FD	E	12/03/2025	21.75		013210		
I-P29303	EQUIP SUPPLY-SWR	E	12/03/2025	75.30		013210		97.05
	*** VENDOR TOTALS ***					1 CHECKS		97.05
001799	MARTIN MARIETTA MATERIALS, INC							
I-47434174	10/6/25 CLASS A - PW	R	12/01/2025	2,437.79		254306		
I-47468940	10/08/25 CLASS A	R	12/01/2025	1,559.75		254306		
I-47484217	10/09/25 CLASS A	R	12/01/2025	1,794.62		254306		
I-47500497	10/10/25 CLASS A	R	12/01/2025	1,092.55		254306		
I-47519888	10/13/25 CLASS A	R	12/01/2025	1,083.02		254306		7,967.73
	*** VENDOR TOTALS ***					1 CHECKS		7,967.73
009346	MARY'S CLEANING CARE INC							
I-35904	11/2025 CLEANING CH	R	12/01/2025	887.00		254307		
I-35906	OFFICE CLEAN 11/2-11/30/25-KL	R	12/01/2025	8,394.00		254307		
I-35909	11/2025 CLEANING- ACC	R	12/01/2025	1,760.15		254307		11,041.15
	*** VENDOR TOTALS ***					1 CHECKS		11,041.15
004747	MENARDS							
I-24563	HAND CLN/SCRUB BRUSH-FD	E	12/03/2025	43.92		013188		
I-24992	TWLS/BRSH/BRM/DSTPN/MISC-FD	E	12/03/2025	184.88		013188		
I-25035	TUBS/POLY/SNSR/GRPR/MISC-FD	E	12/03/2025	194.08		013188		
I-25265	HOSE NOZZLE - FD	E	12/03/2025	16.87		013188		
I-25284	RED OAK BOARDS -FD	E	12/03/2025	410.37		013188		
I-25374	DPIMPSKT/GRNDG WHL/BRSH-TRFC	E	12/03/2025	36.69		013188		
I-25430	CONCRETE - PW	E	12/03/2025	86.88		013188		
I-25433	UTILITY TUB/SNDPAPER -FD	E	12/03/2025	17.64		013188		

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

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I-25441	COVERALLS ASR'S-WW	E	12/03/2025	27.98		013188		
I-25513	PAINT/CNCT/PADS/ZIN - FD	E	12/03/2025	100.99		013188		
I-25527	MISC SUPPLIES-WW	E	12/03/2025	71.45		013188		
I-25535	BENCHTOP -FD	E	12/03/2025	703.98		013188		
I-25559	ZINC/BAR CLAMP -TRFC	E	12/03/2025	73.93		013188		
I-25732	CLNR/BRUSH/BLDS/RAT/BIT-TRFC	E	12/03/2025	171.33		013188		
I-25742	OSI QUAD/CORD/MISC -PW	E	12/03/2025	340.35		013188		
I-25779	MISC SUPPLIES-SWR	E	12/03/2025	633.92		013188		
I-25795	TRI FOLD LED/PAINT HRDNR-PRSC	E	12/03/2025	92.73		013188		
I-25841	DRILLBIT - PW	E	12/03/2025	74.42		013188		
I-25850	CABLE/CLAD/BLANK - PD	E	12/03/2025	118.14		013188		
I-25852 11/13/25	GRNDR/DISC/NUT/FNLG-TRFC	E	12/03/2025	82.60		013188		
I-25893	MISC SUPPLIES-SWR	E	12/03/2025	248.36		013188		
I-25997	MISC SUPPLIES-WTR	E	12/03/2025	211.99		013188		
I-26029	WOOD STAIN -PD	E	12/03/2025	23.96		013188		
I-26031	BLADE/BUSH/ELBW-OCM	E	12/03/2025	56.33		013188		
I-26146	ADPTR/TEE/DRAIN/ANGL-PD	E	12/03/2025	121.26		013188		
I-26152	ICE MELT/GEARTIE/PAIL-PW	E	12/03/2025	83.93		013188		
I-26157	ADPT/CAP/QTURN - FD	E	12/03/2025	35.04		013188		4,264.02
	*** VENDOR TOTALS ***					1 CHECKS		4,264.02
009056	MESTON BROTHERS IRRIGATION, LL							
I-75013332	PVC PER FOOD/COUPLINGS-PRSC	E	12/03/2025	502.00		013205		502.00
	*** VENDOR TOTALS ***					1 CHECKS		502.00
001931	METRO WASTE AUTHORITY							
I-70031082	SEPT2025 CURB IT FEE	E	12/03/2025	112,988.64		013173		112,988.64
	*** VENDOR TOTALS ***					1 CHECKS		112,988.64
012007	THE MANITOWOC COMPANY INC							
I-SW0058359-1	AERIAL TRUCK REPAIR-TRFC	E	12/03/2025	2,838.88		013224		
I-SW0059946-1	UNIT #231 PUMP REPAIRS-TRFC	E	12/03/2025	77.83		013224		2,916.71
	*** VENDOR TOTALS ***					1 CHECKS		2,916.71
005317	MID AMERICAN SIGNAL INC							
I-25-953	CONTROLLER-ORAB&FOURMILE	E	12/03/2025	5,606.00		013191		5,606.00
	*** VENDOR TOTALS ***					1 CHECKS		5,606.00
000271	MIDAMERICAN ENERGY COMPANY							
I-FY26 #6 1695158009	11/12/2025 STATEMENT	E	12/03/2025	103,599.45		013160		103,599.45
	*** VENDOR TOTALS ***					1 CHECKS		103,599.45
1	AKERS, BRIDGET							
I-000202511252827	US REFUND	R	12/01/2025	32.44		254198		32.44

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	ALEXANDER, DESMOND R							
	I-000202511252802 US REFUND	R	12/01/2025	8.95		254199		8.95
1	ANCONA, LEXI							
	I-000202511252845 US REFUND	R	12/01/2025	99.34		254200		99.34
1	ANDERSON, JAYDEN							
	I-000202511252807 US REFUND	R	12/01/2025	17.50		254201		17.50
1	ASH, TAYLOR							
	I-000202511252839 US REFUND	R	12/01/2025	98.89		254202		98.89
1	BAETKE, ALLYSON							
	I-000202511252835 US REFUND	R	12/01/2025	60.90		254203		60.90
1	BAXTER, AUBREA							
	I-000202511252819 US REFUND	R	12/01/2025	85.39		254204		85.39
1	BOOK, KIANA							
	I-000202511252815 US REFUND	R	12/01/2025	47.32		254205		47.32
1	BUCKINGHAM, PATRICK							
	I-000202511252836 US REFUND	R	12/01/2025	54.44		254206		54.44
1	BYFORD, DAVID & AMAN							
	I-000202511252820 US REFUND	R	12/01/2025	63.46		254207		63.46
1	CAREY, LAINEE L							
	I-000202511252843 US REFUND	R	12/01/2025	95.62		254208		95.62
1	CHAMI, ROXANNE							
	I-000202511252822 US REFUND	R	12/01/2025	51.92		254209		51.92
1	DENGLER, KILEE							
	I-000202511252805 US REFUND	R	12/01/2025	25.38		254210		25.38
1	DUBINOVIC, AMIRA							
	I-000202511252829 US REFUND	R	12/01/2025	86.84		254211		86.84
1	EDWARDS, NICHOLAS							
	I-000202511252812 US REFUND	R	12/01/2025	59.43		254212		59.43
1	GARRISON, NICHOLAS J							
	I-000202511252809 US REFUND	R	12/01/2025	100.00		254213		100.00

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DATE RANGE: 11/20/2025 THRU 12/03/2025

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			DATE			NO	STATUS	AMOUNT
1	GUTCH, SHERI							
I-000202511252808	US REFUND	R	12/01/2025	57.65		254214		57.65
1	HILBERT, SPENCER							
I-000202511252837	US REFUND	R	12/01/2025	95.62		254215		95.62
1	IBE, ULOAKU A							
I-000202511252826	US REFUND	R	12/01/2025	50.38		254216		50.38
1	KC ENGINEERING PC							
I-000202511252847	US REFUND	R	12/01/2025	49.02		254217		49.02
1	KLEIN, KELSEY L							
I-000202511252801	US REFUND	R	12/01/2025	9.06		254218		9.06
1	KROPF, ABIGAIL ROSE							
I-000202511252799	US REFUND	R	12/01/2025	54.12		254219		54.12
1	KUEHN, BEVERLY							
I-000202511252811	US REFUND	R	12/01/2025	33.86		254220		33.86
1	LONG, ALEXANDRA							
I-000202511252832	US REFUND	R	12/01/2025	54.36		254221		54.36
1	LYONS, SHARLA							
I-000202511252834	US REFUND	R	12/01/2025	98.49		254222		98.49
1	MALEK, AUGUSTA							
I-000202511252828	US REFUND	R	12/01/2025	36.82		254223		36.82
1	MCCLURE ATI REAL EST							
I-000202511252846	US REFUND	R	12/01/2025	68.80		254224		68.80
1	MCGHIE, RYLEE							
I-000202511252818	US REFUND	R	12/01/2025	61.93		254225		61.93
1	MCGREAL, LUCAS							
I-000202511252840	US REFUND	R	12/01/2025	95.62		254226		95.62
1	MEDINA, ANTHONY							
I-000202511252821	US REFUND	R	12/01/2025	48.53		254227		48.53
1	NEIHEISEL, TRENT							
I-000202511252798	US REFUND	R	12/01/2025	61.11		254228		61.11

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 11/20/2025 THRU 12/03/2025

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			DATE			NO	STATUS	AMOUNT
1	NELSON, BRANDON T							
I-000202511252824	US REFUND	R	12/01/2025	36.35		254229		36.35
1	NOSSAMAN, ERIN E							
I-000202511252797	US REFUND	R	12/01/2025	47.91		254230		47.91
1	OTTO, TRAVIS							
I-000202511252806	US REFUND	R	12/01/2025	61.59		254231		61.59
1	PEARSON, ERIC							
I-000202511252804	US REFUND	R	12/01/2025	46.75		254232		46.75
1	PIZZI, NANCY							
I-000202511252848	US REFUND	R	12/01/2025	47.06		254233		47.06
1	POUCHER, ROBERT							
I-000202511252844	US REFUND	R	12/01/2025	95.62		254234		95.62
1	SCHLEISMAN, BRYAN							
I-000202511252823	US REFUND	R	12/01/2025	19.93		254235		19.93
1	SCHULTES, COLLIN							
I-000202511252813	US REFUND	R	12/01/2025	30.99		254236		30.99
1	SHRADER, JUSTUS							
I-000202511252842	US REFUND	R	12/01/2025	9.33		254237		9.33
1	SKALKO, CHRISTINA M							
I-000202511252800	US REFUND	R	12/01/2025	42.47		254238		42.47
1	THOMPSON, BRAEDEN							
I-000202511252816	US REFUND	R	12/01/2025	100.00		254239		100.00
1	VICE, PAUL							
I-000202511252803	US REFUND	R	12/01/2025	46.65		254240		46.65
1	WATERMAN, CORA							
I-000202511252838	US REFUND	R	12/01/2025	56.78		254241		56.78
1	WETZEL, ALEXIS							
I-000202511252833	US REFUND	R	12/01/2025	46.41		254242		46.41
1	WIEMANN, SARAH							
I-000202511252831	US REFUND	R	12/01/2025	96.30		254243		96.30

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	WIERSON, KENNEDY							
I-000202511252814	US REFUND	R	12/01/2025	56.08		254244		56.08
1	WILLIAMS, DALEASE L							
I-000202511252810	US REFUND	R	12/01/2025	17.92		254245		17.92
1	WILSON, GAGE W							
I-000202511252817	US REFUND	R	12/01/2025	100.00		254246		100.00
1	WNADGL, LLC							
I-000202511252830	US REFUND	R	12/01/2025	53.54		254247		53.54
1	YAKISH, LOGAN							
I-000202511252825	US REFUND	R	12/01/2025	52.40		254248		52.40
1	ZAMAGO, ISRAEL							
I-000202511252841	US REFUND	R	12/01/2025	51.72		254249		51.72
	*** VENDOR TOTALS ***					52 CHECKS		2,978.99
006447	MSA PROFESSIONAL SERVICES INC							
I-023016 #20	PAY 20-SW WLNT/ORD WTR MN	R	12/01/2025	2,676.00		254308		2,676.00
	*** VENDOR TOTALS ***					1 CHECKS		2,676.00
000350	MUNICIPAL SUPPLY INC							
I-0961214-IN	RING FLAT - PW	R	12/01/2025	150.06		254309		
I-0961960-IN	COUPLING/PIPE/TAPE - OCM	R	12/01/2025	135.20		254309		285.26
	*** VENDOR TOTALS ***					1 CHECKS		285.26
003057	NAPA AUTO PARTS							
I-772466	UNIT #104 WIPER BLADES	R	12/01/2025	5.84		254310		
I-772564	RELAYS - PRSC	R	12/01/2025	42.84		254310		
I-772593	BELT - PRSC	R	12/01/2025	17.34		254310		
I-772652	AIR FILTERS - OCM	R	12/01/2025	17.84		254310		
I-772738	GLOVES - CG	R	12/01/2025	18.75		254310		
I-773033	OIL DRY - CG	R	12/01/2025	112.08		254310		
I-773051	BOXED MINIS - CG	R	12/01/2025	57.19		254310		271.88
	*** VENDOR TOTALS ***					1 CHECKS		271.88
011949	GROWMARK, INC.							
I-41004886	DIESEL BULK - CG	R	12/01/2025	545.01		254311		545.01
	*** VENDOR TOTALS ***					1 CHECKS		545.01
003164	NILLES ASSOCIATES INC							
I-25005.03	VINTAGE BUS PK -N LAKE	E	12/03/2025	3,230.00		013183		
I-25057.03 #3	PAY 3-DEER CREEK SAN TRNK SWR	E	12/03/2025	40,260.00		013183		43,490.00
	*** VENDOR TOTALS ***					1 CHECKS		43,490.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010009	NORLEM TECHNOLOGY CONSULTING I							
I-28019	1 YEAR RENW THREAT/WILDFIRE-IT	E	12/03/2025	6,003.34		013212		6,003.34
	*** VENDOR TOTALS ***					1 CHECKS		6,003.34
003727	ODP BUSINESS SOLUTIONS, LLC							
I-443331003001	BRK ROOM/OFFICE SUPPLIES-PW	R	12/01/2025	334.01		254312		
I-446307220001	WASTEBASKETS - CLRKS	R	12/01/2025	14.50		254312		
I-446309047001	PAPER -WTR DEPT	R	12/01/2025	69.22		254312		
I-446591327001	FRAME/PENS/PAPER/HLTR-FD	R	12/01/2025	210.99		254312		
I-446929781001	MISC SUPPLIES	R	12/01/2025	69.51		254312		
I-447352890001	SUPPLIES-PD	R	12/01/2025	25.49		254312		
I-447353340001	OFFICE SUPPLIES-PD	R	12/01/2025	49.96		254312		
I-447357499001	TAPE/BRK ROOM SUPPS/BNDR-PSB	R	12/01/2025	146.14		254312		
I-447531902001	TAPE SEAL/MARKER - FD	R	12/01/2025	111.48		254312		
I-447536368001	DOCUMENT COVERS -FD	R	12/01/2025	40.35		254312		1,071.65
	*** VENDOR TOTALS ***					1 CHECKS		1,071.65
010076	OLSSON, INC							
I-553631 #13	PAY 13-FIBER OPTIC NTRK	R	12/01/2025	53,201.35		254313		
I-558355 #9	PAY 9-ORLBR RD/IRVNDLE INT IMP	R	12/01/2025	1,675.98		254313		
I-558433 #1	PAY 1-TRFC SGNL TMNG UPD-DEL	R	12/01/2025	11,560.03		254313		66,437.36
	*** VENDOR TOTALS ***					1 CHECKS		66,437.36
007878	OVERDRIVE INC							
I-06497C025358106	MISC MULTIMEDIA - KL	E	12/03/2025	65.00		013202		
I-06497C025361631	MISC MULTIMEDIA - KL	E	12/03/2025	67.00		013202		
I-06497C025362267	MISC MULTIMEDIA - KL	E	12/03/2025	267.75		013202		
I-06497C025363346	MISC MULTIMEDIA-KL	E	12/03/2025	980.67		013202		
I-06497C025363688	MISC MULTIMEDIA-KL	E	12/03/2025	998.32		013202		
I-06497C025363936	MISC MULTIMEDIA-KL	E	12/03/2025	232.98		013202		
I-06497DA25364718	MISC MULTIMEDIA-KL	E	12/03/2025	243.74		013202		2,855.46
	*** VENDOR TOTALS ***					1 CHECKS		2,855.46
011375	PAR INDUSTRIES LLC							
I-25538-1	ELECTRIC INSTALL -CFAC	R	12/01/2025	200.00		254314		
I-25869-1	ELECTRIC INSTALL - ACC	R	12/01/2025	318.03		254314		518.03
	*** VENDOR TOTALS ***					1 CHECKS		518.03
002158	PERFICUT COMPANIES INC							
I-83228	HOLIDAY LIGHTS - KL	E	12/03/2025	2,722.26		013176		2,722.26
	*** VENDOR TOTALS ***					1 CHECKS		2,722.26
009158	PERFORMANCE FOODSERVICE - THOM							
I-8033904	FOOD FOR RESALE - OC	R	12/01/2025	951.29		254315		951.29
	*** VENDOR TOTALS ***					1 CHECKS		951.29

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012592	PERRY WEATHER INC.							
I-11161	PERRY WEATHER SW SUBCRPTN	E	12/03/2025	4,400.00		013235		4,400.00
	*** VENDOR TOTALS ***					1 CHECKS		4,400.00
000383	PITNEY BOWES GLOBAL FINANCIAL							
I-3321590708	10/25-12/25 SCALE/METER - CH	R	12/01/2025	409.02		254316		409.02
	*** VENDOR TOTALS ***					1 CHECKS		409.02
011708	PLAYAWAY PRODUCTS LLC							
I-517189	MISC MULIT MEDIA - LK	E	12/03/2025	401.34		013219		401.34
	*** VENDOR TOTALS ***					1 CHECKS		401.34
009386	POMP'S TIRE SERVICE, INC							
I-1400190443	UNIT #245 SERVICE	E	12/03/2025	730.03		013209		
I-1400192405	TUBE - PRSC	E	12/03/2025	28.98		013209		759.01
	*** VENDOR TOTALS ***					1 CHECKS		759.01
012284	PSYCHOLOGY ASSOCIATES PLLC							
I-11042307	25/26 FY PAC COMPLETIONS-PD	R	12/01/2025	525.00		254317		
I-11042319	PRE-EMP EVAL AS, PD, TT, CR-PD	R	12/01/2025	1,185.00		254317		1,710.00
	*** VENDOR TOTALS ***					1 CHECKS		1,710.00
006757	QUALITY STRIPING INC							
I-8927	W 1ST ST WATERBORNE	E	12/03/2025	2,800.00		013196		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
008276	RELIANT FIRE APPARATUS INC							
I-INV-IA-3969FINAL	V132 REPAIRS-FD	R	12/01/2025	9,357.47		254318		
I-INV-IA-4687	SENSOR REPAIRS - FD	R	12/01/2025	99.75		254318		9,457.22
	*** VENDOR TOTALS ***					1 CHECKS		9,457.22
001985	RIDD X PEST CONTROL							
I-67027	Q4 PEST CONTROL	E	12/03/2025	1,763.00		013175		1,763.00
	*** VENDOR TOTALS ***					1 CHECKS		1,763.00
011633	KAREN ROSE							
I-11/05/25-11/19/25	11/2025 PICKLEBALL	E	12/03/2025	226.88		013248		226.88
	*** VENDOR TOTALS ***					1 CHECKS		226.88
006366	ROTELLA'S ITALIAN BAKERY INC							
I-E93112	FOOD FOR RESALE - OC	E	12/03/2025	68.86		013194		68.86
	*** VENDOR TOTALS ***					1 CHECKS		68.86

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007937	DONALD P RUBY							
I-10/20/2025	2023 TERMINATIONS-SCANNING-HR	R	12/01/2025	1,105.34		254319		1,105.34
	*** VENDOR TOTALS ***					1 CHECKS		1,105.34
001906	RW EXCAVATING SOLUTIONS LC							
I-PAY3FNL-VNTG/SYLR	PAY3FNL-VNTG N LK/SAYLR REP	R	12/01/2025	760.00		254320		760.00
001906	RW EXCAVATING SOLUTIONS LC							
I-RTNG-VING/SYLR	RTNG-VINTAGE N LK/SYLR CRK REP	R	12/01/2025	9,634.25		254321		9,634.25
	*** VENDOR TOTALS ***					2 CHECKS		10,394.25
004954	CARMEN L SANTEE							
I-11/2025 FITNESS	JULY-SEPT 25 FITNESS ALLOW	E	12/03/2025	54.00		013236		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
010375	MICHAEL SCHROCK							
I-11/19/2025 MEALS	POLK CTY MGR LUNCH-MGR	E	12/03/2025	15.00		013246		15.00
	*** VENDOR TOTALS ***					1 CHECKS		15.00
006963	DAVID SCHUMACHER							
I-11/2025 MEALS	11/4-11/6 RIFFLE TRN MEALS-PD	E	12/03/2025	79.84		013239		79.84
	*** VENDOR TOTALS ***					1 CHECKS		79.84
008519	SHEKAR ENGINEERING, PLC							
I-PAY 7-DSM ST UTL	PAY 7-SW DSM ST UTLTY IMP	R	12/01/2025	276,651.72		254322		276,651.72
	*** VENDOR TOTALS ***					1 CHECKS		276,651.72
006962	NATHAN SHIMANEK							
I-11/19/2025 MEAL	SERT MEAL REIM-PD	E	12/03/2025	12.51		013238		12.51
	*** VENDOR TOTALS ***					1 CHECKS		12.51
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-497685	WATER SYSTEM PLANNING	E	12/03/2025	11,070.00		013213		11,070.00
	*** VENDOR TOTALS ***					1 CHECKS		11,070.00
003348	SMITH'S SEWER SERVICE INC							
I-480812	FLOOR DRAIN - SEWER	R	12/01/2025	255.15		254323		
I-481161	BLK PLASTIC TILE - STMWTR	R	12/01/2025	531.25		254323		786.40
	*** VENDOR TOTALS ***					1 CHECKS		786.40
012064	ANDREW SMITH							
I-11/13/2025	RIFLE TRAINING MEALS 11/25-PD	E	12/03/2025	71.00		013250		71.00
	*** VENDOR TOTALS ***					1 CHECKS		71.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK		INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
000990	SNYDER & ASSOCIATES INC								
I-119.0975.01D #11	PAY 11-NW NTHLWN UTLTY IMP P4	E	12/03/2025		4,225.00		013171		
I-121.0695.01 #49FNL	PAY 49-FINAL DEL AVE RECN 5/18	E	12/03/2025		3,494.95		013171		
I-123.0584.01 #21	PAY 21-ANK BLVD IMP 1ST-11TH	E	12/03/2025		16,713.05		013171		
I-124.0622.01 #15	PAY 15-SAWGRASS PK DAM IMP	E	12/03/2025		4,524.50		013171		
I-125.0208.01 #9	PAY 9-S ANK BVD/ORLBR CNCPT	E	12/03/2025		6,308.50		013171		
I-125.0504.01A	PRSC BATTING CAGE ENG	E	12/03/2025		2,833.65		013171		
I-125.0504.01B	PRSC STAKING	E	12/03/2025		2,000.00		013171		
I-125.1133.010 #2	PAY 2-SW/SE ORLBR RD SGNL UPD	E	12/03/2025		5,011.65		013171		45,111.30
	*** VENDOR TOTALS ***						1 CHECKS		45,111.30
009231	CODY SNYDER								
I-11/19/25	LEATHER HELMET PROMOT-PD	E	12/03/2025		468.00		013243		468.00
	*** VENDOR TOTALS ***						1 CHECKS		468.00
012076	JONAH SPERRY								
I-11/11/2025	RIFLE TRN MEALS 11/25 - PD	E	12/03/2025		67.50		013251		67.50
	*** VENDOR TOTALS ***						1 CHECKS		67.50
002339	STAPLES CONTRACT & COMMERCIAL								
I-6047331546	OFFICE SUPPLIES-PD	R	12/01/2025		15.42		254324		
I-6047331547	BOX CUTTER-PD	R	12/01/2025		9.99		254324		25.41
	*** VENDOR TOTALS ***						1 CHECKS		25.41
000474	STATE HYGIENIC LABORATORY AR								
I-310452	FY26 BLANKET PO	E	12/03/2025		2,245.00		013166		2,245.00
	*** VENDOR TOTALS ***						1 CHECKS		2,245.00
012446	STATE INDUSTRIAL PRODUCTS								
I-903986998	FRAGRANCE PAK - CH	E	12/03/2025		180.02		013230		180.02
	*** VENDOR TOTALS ***						1 CHECKS		180.02
004250	GL DODGE CITY LLC								
I-191332	FY26 1/2 TON TRUCK-ENG	E	12/03/2025		39,928.00		013186		39,928.00
	*** VENDOR TOTALS ***						1 CHECKS		39,928.00
007400	STRYKER SALES LLC								
I-9210776090	AED BATTERIES	E	12/03/2025		1,350.00		013198		1,350.00
	*** VENDOR TOTALS ***						1 CHECKS		1,350.00
001859	SVPA ARCHITECTS INC.								
I-0040878	PW SALT STORAGE FACILITY	R	12/01/2025		4,242.00		254325		4,242.00
	*** VENDOR TOTALS ***						1 CHECKS		4,242.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/20/2025 THRU 12/03/2025

			CHECK	INVOICE		CHECK	CHECK	CHECK	
VENDOR I.D.	NAME		STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
008803	LISA SWANEPOEL								
I-11/2025 FITNESS 2	JULY-OCT 2025 FITNESS REIMB	E	12/03/2025	93.28			013242		
I-12/2025 FITNESS	5K REGISTRATION-FITNESS REIM	E	12/03/2025	68.85			013242		162.13
	*** VENDOR TOTALS ***						1 CHECKS		162.13
012403	AMANDA SWANSON								
I-11/24/2025 MILEAGE	MILEAGE 9/29-10/22/25-PD	E	12/03/2025	57.40			013253		57.40
	*** VENDOR TOTALS ***						1 CHECKS		57.40
005911	TARGET SOLUTIONS LEARNING LLC								
I-INV128847	11/1/25-04/30/26 MBRSH	E	12/03/2025	5,067.90			013193		5,067.90
	*** VENDOR TOTALS ***						1 CHECKS		5,067.90
000455	TESDELL ELECTRIC LTD								
I-154895	TORNADO HORN REPAIRS	R	12/01/2025	295.00			254326		295.00
	*** VENDOR TOTALS ***						1 CHECKS		295.00
006031	KATIE THIELMAN								
I-OCT 2025 MILEAGE	MILEAGE 10/3-10/22/25-BANQUET	E	12/03/2025	99.05			013237		
I-OCT 2025 MILEAGE 2	10/25-30 MILEAGE-BANQUET	E	12/03/2025	19.95			013237		119.00
	*** VENDOR TOTALS ***						1 CHECKS		119.00
012542	TIGERLILY MUSIC								
I-11/22/25 PROGRAM	GIVING TREE MUSIC 11/22/25-KL	E	12/03/2025	600.00			013231		600.00
	*** VENDOR TOTALS ***						1 CHECKS		600.00
000740	TRIPLETT OFFICE SOLUTIONS								
I-475827-0	BUS CARDS BB & MD - CLERKS	E	12/03/2025	118.00			013169		118.00
	*** VENDOR TOTALS ***						1 CHECKS		118.00
003278	DAVIS EQUIPMENT CORPORATION								
I-JI04303	UNIT#949 REBUILD KIT	E	12/03/2025	35.55			013184		35.55
	*** VENDOR TOTALS ***						1 CHECKS		35.55
000966	U S BANK								
I-10/25 P-CARD STMT	U S BANK	D	11/24/2025	27,516.11			002922		27,516.11
	*** VENDOR TOTALS ***						1 CHECKS		27,516.11
011876	HD SUPPLY, INC.								
I-INV00876304	SUPPLIES-WTR4	E	12/03/2025	201.49			013220		201.49
	*** VENDOR TOTALS ***						1 CHECKS		201.49
000475	UTILITY EQUIPMENT COMPANY								
I-20061807-000	MANHOLE CASTING-PW	E	12/03/2025	2,924.00			013167		
I-20061863-000	FRAME/LID - PW	E	12/03/2025	527.70			013167		3,451.70
	*** VENDOR TOTALS ***						1 CHECKS		3,451.70

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002290	VALMONT INDUSTRIES INC							
I-CD2244690	18TH & ASH T-BASE & BOLTS	R	12/01/2025	6,459.00		254327		6,459.00
	*** VENDOR TOTALS ***					1 CHECKS		6,459.00
001224	VAN METER INDUSTRIAL INC							
I-S013754953.001	DISTRICT LIGHT FIXTURES	R	12/01/2025	3,660.00		254328		3,660.00
	*** VENDOR TOTALS ***					1 CHECKS		3,660.00
005012	VAN-WALL EQUIPMENT INC							
I-6750012	SAW CHAIN - PRSC	E	12/03/2025	23.99		013189		
I-6753678	PAN HEAD SCREW- PW	E	12/03/2025	7.96		013189		31.95
	*** VENDOR TOTALS ***					1 CHECKS		31.95
006456	VISU-SEWER INC							
I-39572 #2 FINAL	PAY 2 FINAL-25 SAN MNHLE GRTNG	R	12/01/2025	16,981.25		254329		16,981.25
006456	VISU-SEWER INC							
I-39572-RETAINAGE	RTNG-2025 SANTRY MNHLE GRTNG	R	12/01/2025	1,982.50		254330		1,982.50
006456	VISU-SEWER INC							
I-39590 #2 FINAL	PAY 2 FINAL-SAN MNHLE REHAB	R	12/01/2025	52,138.52		254331		52,138.52
006456	VISU-SEWER INC							
I-39590 RETAINAGE	RTNG-2025 SANTRY MNHLE REHAB	R	12/01/2025	8,964.20		254332		8,964.20
	*** VENDOR TOTALS ***					4 CHECKS		80,066.47
004796	WALSH DOOR & HARDWARE COMPANY							
I-839066	MAGLOCK REPAIRS -KL	R	12/01/2025	384.25		254333		
I-839246	DEADLOCK/KEYS - KL	R	12/01/2025	279.52		254333		663.77
	*** VENDOR TOTALS ***					1 CHECKS		663.77
011754	CALEB WEDDLE							
I-11/2025 BOOTS	BOOT REIMB - FD	E	12/03/2025	140.00		013249		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
007822	WEE'S TEES LLC							
I-18495	UNIFORMS -FD	R	12/01/2025	6,989.99		254334		
I-19940	UNIFORMS -FD	R	12/01/2025	6,726.99		254334		13,716.98
	*** VENDOR TOTALS ***					1 CHECKS		13,716.98
012578	WINWATER DES MOINES IA CO							
I-030497 01	COMPOSITE LID-SWR	E	12/03/2025	385.00		013233		385.00
	*** VENDOR TOTALS ***					1 CHECKS		385.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/20/2025 THRU 12/03/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009306	STEVEN YOUNG							
I-11/19/2025 MEALS	SERT MEAL REIM 11/18/2025-PD	R	12/01/2025	12.71		254335		12.71
	*** VENDOR TOTALS ***					1 CHECKS		12.71
011416	MICHELLE LEE YUSKA							
I-11/2025 MEALS	GCMOA MTG 11/12/25 - CLERKS	E	12/03/2025	40.00		013247		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-INV-01230	FERTILIZER-PRSC	E	12/03/2025	1,560.00		013203		1,560.00
	*** VENDOR TOTALS ***					1 CHECKS		1,560.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	138	1,567,840.69	0.00	1,567,840.69
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	186,104.61	0.00	186,104.61
EFT:	100	536,509.75	0.00	536,509.75
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	240	2,290,455.05	0.00	2,290,455.05
BANK: APFNB TOTALS:	240	2,290,455.05	0.00	2,290,455.05
REPORT TOTALS:	240	2,290,455.05	0.00	2,290,455.05

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: 11/20/2025 THRU 12/03/2025

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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to authorize a side-by-side position in the police department which would temporarily increase the authorized FTE count by one.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL
Deliver Exceptional Service

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

The police department has submitted a staffing plan to the city manager with a request to temporarily add one full-time patrol officer, or a "side-by-side" in the department. The department currently has five employees on active military duty lasting until approximately July 2026. This request, due to the lower staffing levels from these vacancies, allows the department to hire and train another officer prior to having a permanent vacancy. The addition of a permanent position is proposed to be authorized with the July 1, 2026 budget year. The city manager has reviewed the request and is recommending the city council give authority to hire a full-time officer now instead of waiting until July 2026. There is a current recruitment taking place with a qualified candidate and this new hire could attend the ILEA at the beginning of the year and be in field training when the permanent vacancy occurs.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend authorizing a side-by-side position in the police department which would temporarily increase the authorized FTE count by one.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

No fiscal impact as there are five officers on military deployments that are unpaid.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Corrected Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and a Corrected Public Water Main Easement, located on Lot 1 in Georgetown Plat 12; and associated with the Triad Kids Gym Site Plan at 1980 NW Briargate Drive.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:
Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution - SWME and Pub Water Main
2. Corrected Storm Water Easement
3. Corrected Public Water Main

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone:(515)965-6445

RESOLUTION

RESOLUTION ACCEPTING A CORRECTED STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT AND A CORRECTED PUBLIC WATER MAIN EASEMENT LOCATED ON LOT 1 IN GEORGETOWN PLAT 12 AND ASSOCIATED WITH THE TRIAD KIDS GYM SITE PLAN AT 1980 NW BRIARGATE DRIVE

WHEREAS, the Ankeny Plan and Zoning Commission approved the Triad Kids Gym Site Plan subject to Council approval of the required Storm Water Management easement and the required Public Water Main Easement on September 3, 2025.

WHEREAS, a Corrected Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement and a Corrected Public Water Main Easement located on Lot 1 in Georgetown Plat 12, legally described in the attached Easement documents, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Corrected Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement and Corrected Public Water Main Easement located on Lot 1 in Georgetown Plat 12 and associated with the development of the Triad Kids Gym Site Plan at NW Briargate Drive is hereby accepted.

PASSED AND APPROVED this 1st day of December, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Pat Burk, 6701 Westown Pkwy, Ste. 100, West Des Moines, IA 50266 Phone; 515-274-1450

**CORRECTED STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT
(TO BE PRIVATELY OWNED AND MAINTAINED)**

THIS CORRECTED STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (“Agreement”) is entered into between **KIDS CAMPUS USA, LLC**, a Delaware limited liability company (“**Grantor**”) and the **City of Ankeny, Iowa** (“**City**”), in consideration for the approval by the City of the Project described as Triad Kids Gym – 1980 NW Briargate Dr. (“**Project**”).

Grantor is obligated by the Municipal Code of the City of Ankeny (“**Municipal Code**”) to privately control storm water runoff for its proposed development as a part of the project approval process. In consideration for the City’s approval of the Project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOT 1 IN GEORGETOWN PLAT 12, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

(“**Benefitted Property**”).

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land and binding on all successors and assigns of the Benefitted Property which shall only be amended or released with the written permission of the City.

1. Grantor covenants that it is the owner in fee simple of the Benefitted Property with full power to bind itself and all successor and assigns to the terms of this Agreement.

2. Grantor agrees that the storm water runoff for the Benefited Property shall be controlled through the private installation, construction, repair and maintenance of a Storm Water Management Facility (“**Facility**”) upon, over, under, through and across the two (2) following described areas of the Benefitted Property:

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 48°26'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 30.86 FEET; THENCE SOUTH 56°56'56" EAST ALONG SAID NORTHERLY LINE, 121.85 FEET; THENCE SOUTH 33°03'04" WEST, 36.82 FEET; THENCE NORTH 71°43'02" WEST, 147.76 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 26°12'15" EAST ALONG SAID WESTERLY LINE, 79.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.19 ACRES (8,353 SQUARE FEET).

(as depicted on **Exhibit A** attached hereto and referred to herein as the “**Stormwater Management Easement Area #1**”).

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 10°14'27" EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 95.56 FEET; THENCE SOUTH 71°43'02" EAST, 99.26 FEET; THENCE SOUTH 83°12'31" EAST, 120.00 FEET; THENCE SOUTH 20°26'20" EAST, 49.76 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 69°33'40" WEST ALONG SAID SOUTHERLY LINE, 158.05 FEET; THENCE NORTH 61°57'03" WEST ALONG SAID SOUTHERLY LINE, 112.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES (21,710 SQUARE FEET).

(as depicted on **Exhibit A-1** attached hereto and referred to herein as the “**Stormwater Management Easement Area #2**”).

Stormwater Management Easement Area #1 and Stormwater Management Easement Area #2 are collectively referred to herein as the “**Easement Areas**”.

3. Grantor covenants and agrees that the design, construction, repair and maintenance of the Facility shall meet the storm water runoff control requirements of the Municipal Code.
4. The Benefited Property benefits from the Facility by controlling runoff from the Benefited Property to enhance the enjoyment of the Benefited Property and meet the requirements of the Municipal Code. In recognition of such benefits and to meet the maintenance, repair and replacement obligations of the Municipal Code, each of the fee simple owners of the Benefited Property (the “**Owners**”) shall be responsible for their proportionate share (determined by the number of lots making up the Benefited Property) of any costs required for meet these obligations.
5. Grantor is solely responsible for constructing, installing, maintaining and ensuring that the Facility meets the standards and specifications established in the Municipal Code. If there is a discrepancy between the requirements of the Municipal Code and this Agreement, this Agreement shall control.

Grantor's obligations under this Agreement may not and shall not be transferred until the City confirms in writing that construction of the Facility has been completed pursuant to the requirements of the Municipal Code and this Agreement.

6. Grantor designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Grantor is the responsible party for replacement, reconstruction, repair, inspection, grading and maintenance of the Facility.
7. Grantor hereby accepts notices and service of process for all Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Facility or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Facility. The Owners accept this Designee by virtue of their ownership. Should Grantor assign this designation or change the notice address of the Designee, such change of address shall not be effective written notice is provided to the City. All notices required under this Agreement shall be to the following parties at the following addresses and deemed received three days from mailing by ordinary mail with a copy to the listed e-mail address as follows:

Designee:

KIDS CAMPUS USA, LLC
c/o Bryon Hough
8185 Upland Circle
Chanhassen, Minnesota
Email: bryon@camincorporated

City:

City of Ankeny, Iowa
Public Works/Stormwater Division
c/o Public Works Director
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

8. Upon confirmation by the City of the proper installation of the Facility as set forth in Paragraph 5, the Owners shall thereafter be responsible for performing all maintenance, repair and replacement obligations of the Facility, including the obligations set forth in Part II. Should any action be taken in conflict with this Agreement or should the Facility be damaged in any manner, the Owners shall have the responsibility to remove and correct such conflict or damage to assure the Facility operates as required by the Municipal Code and this Agreement.
9. As detailed in an Stormwater Management Facility Inspection Report Form provided by the City, the Grantor shall cause the Facility to be inspected on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Facility from its original design. The inspection shall be conducted by a professional engineer licensed in the state of Iowa and completed by submission of the Inspection Report to the City's Stormwater Division of Public Works by July 1 of each calendar year other than the year in which the City confirms satisfactory completion of the Facility pursuant to Paragraph 5. The Inspection Report shall include date stamped photographs of the Facility and sufficiently detailed drawings (if required for clarity) explaining any deficiencies or defects. Any identified deficiencies or defects noted by the inspection shall be corrected by the Grantor within 30 days of completion of the Inspection Report. In the event the identified maintenance or repair cannot be completed within 30 days of completion of the Inspection Report, the engineer preparing the

report must contact the City to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair satisfactory to the City. The Inspection photographs and Inspection Report shall be kept and maintained for a period of 5 years from the date of submission of the Inspection Report.

10. Prior to the City's confirmation of completion as set forth in Paragraph 5 the Grantor shall be responsible for providing an as-built volume verification of the Facility. Additionally, the City shall have the right to request an as-built volume verification from the Owners of the Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built volume deficiency shall be corrected by the Grantor or Owners as the case may be within 30 days of receiving written notice from the City to the Designee. In the event the deficiency cannot be completed within 30 days of this notice, the responsible party must contact the City within 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing such maintenance or repair.
11. Grantor and all Owners shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 13, below, to address the maintenance, reconstruction, repair, grading or dredging of the Facility or Easement Area if Grantor or Owner fails to comply with the terms of this Agreement.
12. Should the Owners fail to maintain, reconstruct, repair, inspect, grade or dredge the Facility or the Easement Areas in accordance with this Agreement, then upon notice from the City, the City may cause such action to be completed and assessed to each of the Owners pursuant to the formula set forth below:

1/[Number of lots in Benefited Property] assessed to each of the Owners.

The assessments on each of the Owners shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit B**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a non-exclusive permanent easement over the Easement Areas running with the land to the City and the Grantor.

13. Grantor hereby grants the City a permanent non-exclusive easement for the Facility under, over, through and across the Easement Areas described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Facility and the surface of the Easement Areas in a manner that will permit the free and unobstructed flow of surface water over the Easement Areas described above.
14. It is the obligation of the Grantor and all Owners to maintain the Easement Areas and the Facility as set forth in this Agreement.

The maintenance obligations for the Easement Areas are as follows, as applicable:

If the Easement Areas contain storm water detention and retention ponds or basins then such Easement Areas shall be maintained as follows:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.

- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Areas and any inlets or outlets located within the Easement Areas.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

If the Easement Areas Grass and Bioretention Swales, then such Easement Areas shall be maintained as follows:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Areas.
- c. No chemicals or substances shall be applied to the Easement Areas that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis. Survey data shall be provided if the City determines it necessary.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

If the Easement Areas contain Riparian/Vegetated Buffer, then such Easement Areas shall be maintained as follows:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Replant the vegetation in the Easement Areas as soon as practical when any vegetation dies.
- c. Remove all trash, litter, debris or obstructions in the Easement Areas.
- d. Inspect for erosion in the riparian buffer on an annual basis.
- e. Inspect and determine the depth of the riparian buffer on an annual basis. Survey data shall be provided if the City determines it necessary.
- f. Remove any sediment accumulated greater than 25% of the original design depth.

- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
- 15. No chemicals or any substance shall be applied to the Facility that shall cause actual harm or impair its effectiveness as a storm water runoff control measure.
- 16. No structure shall be erected over or within the Easement Areas without obtaining the prior written approval of the City Engineer.
- 17. No structure, material, device, thing or matter which will obstruct or impede the normal flow of surface water over the Easement Areas shall be erected or caused to be placed within the Easement Areas.
- 18. No planting of trees and shrubs is allowed within the Easement Areas (other than planting allowed and required by the City and this Agreement).
- 19. No change shall be made to the grade, elevation or contour of any part of the Easement Areas without obtaining the prior written consent of the City Engineer.
- 20. The City and their agents, contractors, employees and assigns shall have the right of access to the Easement Areas to exercise its rights under this Agreement, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Areas and the right to do maintenance, repair, reconstruction, inspection, grading and dredging to comply with this Agreement with all reasonable costs charged to the Grantor. The City shall also have the right of access across the Easement Areas in order to meet its obligations to repair, maintain and replace if needed any Public Storm Sewer located in or around the Easement Areas.
- 21. This Agreement and the Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.
- 22. Should there be a conflict between this Agreement any other written covenants affecting the property within the Project, this Agreement shall control.
- 23. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.
- 24. 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.

(Remainder of page intentionally left blank – Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 7 day November, 25

GRANTOR:

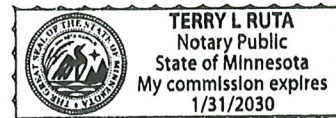
KIDS CAMPUS USA, LLC, a Delaware limited liability company

By: [Signature]
Name: Bryon Hough
Title: President

STATE OF MINNESOTA, COUNTY OF CARVER, ss:

On this 7th day of NOVEMBER, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared .Grantor, to me personally known, who being by me duly sworn, did say that he is Title of Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, LLC, etc., by it and by him voluntarily executed.

[Signature: Terry L. Ruta]
Notary Public in and for the State of Minnesota



CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____

City Clerk of the City of Ankeny, Iowa

OWNER IF OTHER THAN GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

CONSENT OF LENDER

The undersigned, Alexandra Rasmussen, a VP Lender of Americana Community Bank (“**Lender**”), as mortgagee, under that certain Mortgage, Security Agreement, Assignment of Leases and Rents (“**Mortgage**”) dated as of April 23, 2023 for the benefit of Lender filed for record on April 23rd, 2023 in the office of the Polk County, Iowa hereby acknowledges and consents to this Easement Agreement.

Americana Community Bank

By: Antanetra S. Rasmissan

Its: VP Lender

STATE OF MINNESOTA)
) ss.
COUNTY OF Carver)

The foregoing was acknowledged before me this 7th day of November, 2025, by Alexander Kufwossen the VP Lender of Americana Community Bank a Minnesota Bank, on behalf of said Bank.

Terry Ranta
Notary Public

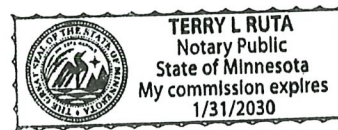


EXHIBIT A

LEGAL DESCRIPTION OF STORMWATER MANAGEMENT EASEMENT #1

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 48°26'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 30.86 FEET; THENCE SOUTH 56°56'56" EAST ALONG SAID NORTHERLY LINE, 121.85 FEET; THENCE SOUTH 33°03'04" WEST, 36.82 FEET; THENCE NORTH 71°43'02" WEST, 147.76 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 26°12'15" EAST ALONG SAID WESTERLY LINE, 79.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.19 ACRES (8,353 SQUARE FEET).

DEPICTION THE STORMWATER MANAGEMENT EASEMENT AREA #1

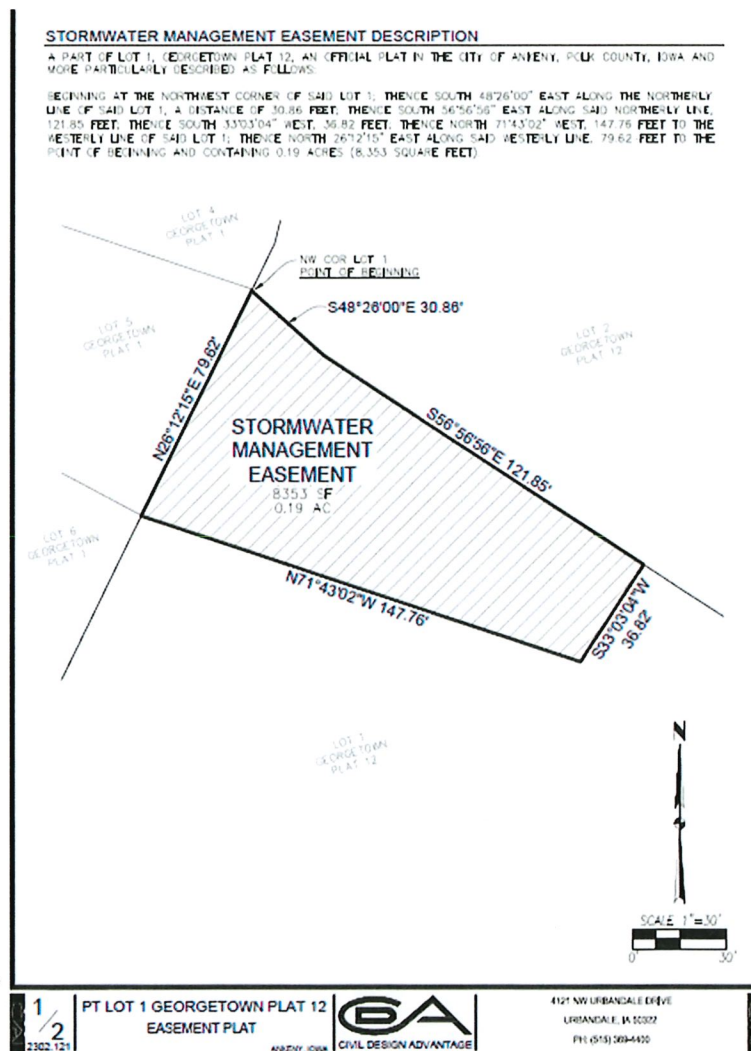


EXHIBIT A -1

LEGAL DESCRIPTION OF STORMWATER MANAGEMENT EASEMENT #2

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 10°14'27" EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 95.56 FEET; THENCE SOUTH 71°43'02" EAST, 99.26 FEET; THENCE SOUTH 83°12'31" EAST, 120.00 FEET; THENCE SOUTH 20°26'20" EAST, 49.76 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 69°33'40" WEST ALONG SAID SOUTHERLY LINE, 158.05 FEET; THENCE NORTH 61°57'03" WEST ALONG SAID SOUTHERLY LINE, 112.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES (21,710 SQUARE FEET).

DEPICTION THE STORMWATER MANAGEMENT EASEMENT AREA #2

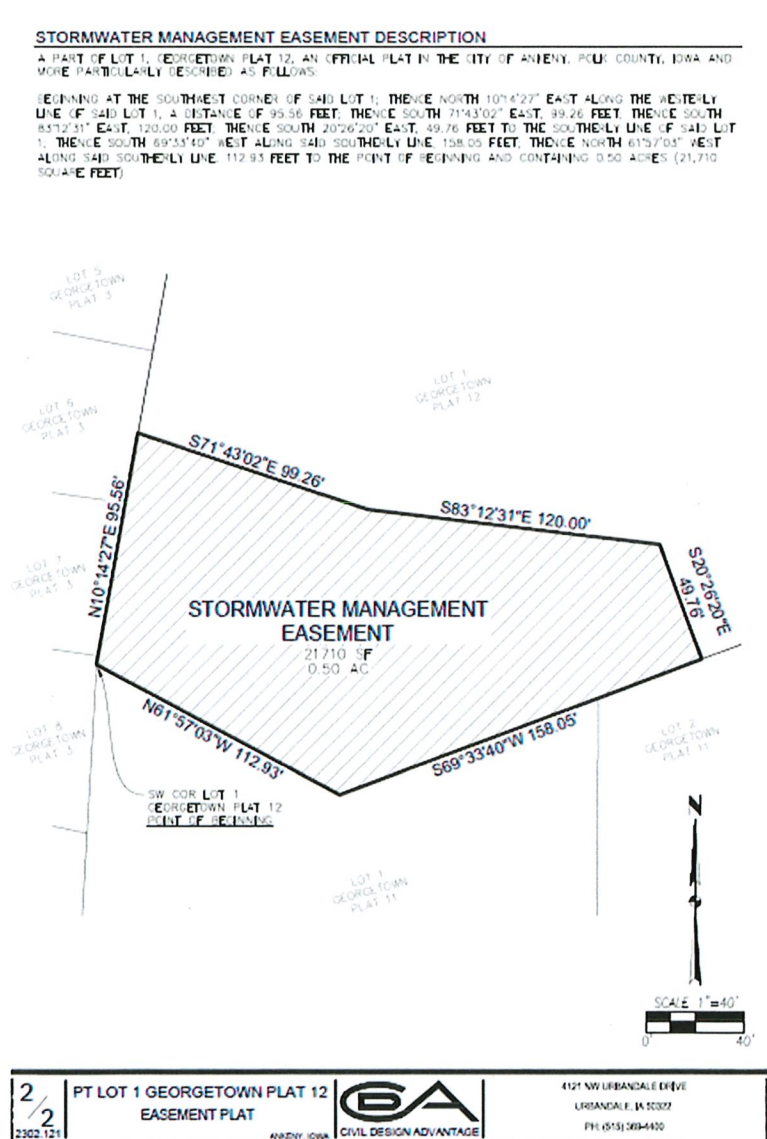


EXHIBIT B

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and KIDS CAMPUS USA, LLC, a Delaware limited liability company, hereinafter referenced the a "PROPERTY OWNER".

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed this Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of this Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, inspection, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Agreement located on:

Insert Legal description of Easement Area

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 48°26'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 30.86 FEET; THENCE SOUTH 56°56'56" EAST ALONG SAID NORTHERLY LINE, 121.85 FEET; THENCE SOUTH 33°03'04" WEST, 36.82 FEET; THENCE NORTH 71°43'02" WEST, 147.76 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 26°12'15" EAST ALONG SAID WESTERLY LINE, 79.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.19 ACRES (8,353 SQUARE FEET).

AND

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 10°14'27" EAST ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 95.56 FEET; THENCE SOUTH 71°43'02" EAST, 99.26 FEET; THENCE SOUTH 83°12'31" EAST, 120.00 FEET; THENCE SOUTH 20°26'20" EAST, 49.76 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH

69°33'40" WEST ALONG SAID SOUTHERLY LINE, 158.05 FEET; THENCE NORTH 61°57'03" WEST ALONG SAID SOUTHERLY LINE, 112.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.50 ACRES (21,710 SQUARE FEET).

and applies to the property described as:

LOT 1 IN GEORGETOWN PLAT 12, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of this Agreement regarding any action necessary for the maintenance, reconstruction, repair, inspection, grading or dredging of the Storm Water Management Facility or Easement Area as set forth in the **CORRECTED STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT** record on _____ in _____ County, IA (the "**Storm Water Agreement**"), the City shall have the right to cause the above-described actions completed in accordance with Storm Water Agreement.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Agreement.
3. Intentionally Deleted.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owner hereby agree to accept responsibility for the assessment which is thus assessed against the Property Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the reasonable cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said reasonable costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Intentionally Deleted.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PREPARER INFORMATION:

Ryan L. Haaland
Fredrikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
Phone: 612-492-7238

AFTER RECORDING RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

CORRECTED PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That on this day _____, 2025 (the “**Effective Date**”) the undersigned, Bryon Hough, the President of **KIDS CAMPUS USA, LLC**, a Delaware limited liability company, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a non-exclusive ten (10) foot easement as legally described and shown on **Exhibit A** attached hereto (the “**Easement Area**”) across a portion of the following described real estate:

LOT 1 IN GEORGETOWN PLAT 12, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

That the above described Easement Area is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Water Main

1. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor and its grantees, assigns and transferees shall not erect any fence or other permanent structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. If the Grantor violates this Section 2 and makes changes without the City's consent, then the City shall have the right to restore any changes in the Easement Areas to the grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the non-exclusive 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 pursuant to the rights herein from property adjacent, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within, provided that Grantor shall continue to be able to use the Easement Area.
4. Property to be Restored. If the City exercises its rights in Section 3 above for Grantor's violation, then the City shall restore the Easement Area to the condition it previously existed, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees and shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements installed by the Grantor located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee that as of the Effective Date, and successor-in-interest, that said Grantor holds said real estate by title and fee simple, and the authority to convey this easement to the City; that said premises are free and clear of all liens, except for lien held by the lender consenting to this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 7 day of November, 25

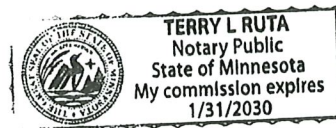
Grantor: KIDS CAMPUS USA, LLC, a Delaware limited liability company

By: [Signature]
Name: Bryon Hough
Title: President

STATE OF MINNESOTA, COUNTY OF CARVER, ss:

On this 7th day of NOVEMBER, 2025, before me, the undersigned, a Notary Public in and for said County and State personally appeared .Grantor, to me personally known, who being by me duly sworn, did say that he is Title of Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, LLC, etc., by it and by him voluntarily executed.

[Signature: Terry L Ruta]
Notary Public in and for the State of Minnesota



CONSENT OF LENDER

The undersigned, Alexandra Rasmussen a VP Lender of Americana Community Bank ("Lender"), as mortgagee, under that certain Mortgage, Security Agreement, Assignment of Leases and Rents ("Mortgage") dated as of April 23, 2023 for the benefit of Lender filed for record on April 23rd, 2023 in the office of the Polk County, Iowa hereby acknowledges and consents to this Easement Agreement.

Americana Community Bank

By: Alexandra S. Rasmussen

Its: VP Lender

STATE OF MINNESOTA)
COUNTY OF Carver) ss.

The foregoing was acknowledged before me this 7 day of November, 2025, by Alexandra Rasmussen the VP, Lender of Americana Community Bank a Minnesota Bank, on behalf of said Bank.

Terry L. Ruta
Notary Public

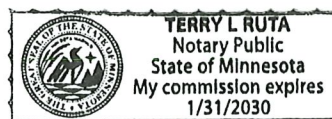


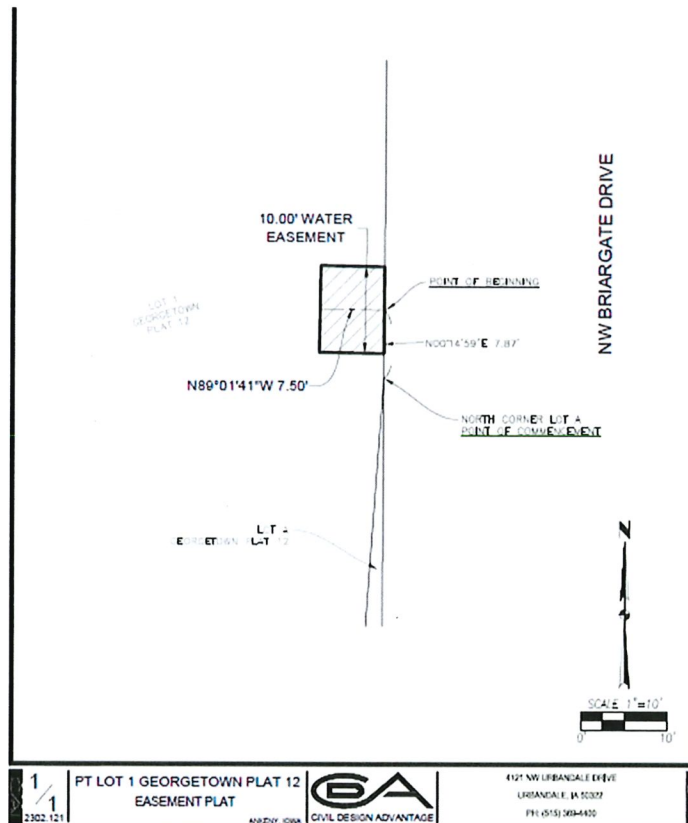
EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A PART OF LOT 1, GEORGETOWN PLAT 12, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 10.00-FOOT-WIDE EASEMENT BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTH CORNER OF LOT A, SAID GEORGETOWN PLAT 12; THENCE NORTH $00^{\circ}14'59''$ EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 7.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}01'41''$ WEST, 7.50 FEET TO THE POINT OF TERMINUS. SAID EASEMENT CONTAINS 75 SQUARE FEET.

DEPICTION OF EASEMENT AREA





ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting public improvements in MHC Kenworth of Des Moines (Delaware Landing Plat 3) for water main, sanitary sewer, subgrade, and paving.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade essential infrastructure

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Acceptance Resolution

2. Certificate of Completion
3. Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN MHC KENWORTH OF DES MOINES FOR UTILITIES, SUBGRADE, AND PAVING

WHEREAS, on the 2nd day of December, 2024, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and M-H Property Enterprises, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2024-463; and

WHEREAS, on the 2nd day of December, 2024, the City of Ankeny, Iowa entered into a three-party contract with Elder Corporation, the Contractor, and M-H Property Enterprises, LLC, the Developer, for the construction of certain public improvements generally described as Subgrade, approved under Resolution No. 2024-463; and

WHEREAS, on the 2nd day of December, 2024, the City of Ankeny, Iowa entered into a three-party contract with Vee-Jay Cement Contracting Co., Inc., the Contractor, and M-H Property Enterprises, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2024-464; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on December 1st, 2025 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 1st day of December, 2025.

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

MHC Kenworth of Des Moines
Ankeny, Iowa

December 1st, 2025

This is to certify that the construction improvements on the MHC Kenworth of Des Moines project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.

November 20, 2025

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: MHC Kenworth of Des Moines
S&A PROJECT NO.: 125.0164.01

Submitted herein for your information are the following documents supporting the completion of MHC Kenworth of Des Moines

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER

Low pressure air test
Video inspection
Manhole vacuum test
Mandrel

WATER MAIN

Pressure test

Sincerely,

SNYDER & ASSOCIATES, INC.



Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc. for the design engineering services of the NW 18th Street Reconstruction Project - NW State Street to NW Ash Drive in an amount not to exceed \$658,632.00.

ORIGINATING DEPARTMENT

Public Works

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Motion

LEGAL

No review required

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement with Bolton & Menk, Inc. for the preliminary and final design engineering services of the NW 18th Street Reconstruction Project - NW State Street to NW Ash Drive.

The NW 18th Street Reconstruction - NW State Street to NW Ash Drive project will be completed in summer 2027.

The NW 18th Street Reconstruction between Ash Drive and State Street combines several infrastructure improvements into a single design and implementation: replacing arterial street pavement in deteriorated condition, improving pedestrian and vehicle ingress and egress at Prairie Ridge Sports Complex, and providing additional safety and capacity along the corridor.

The preliminary and final design engineering services for the NW 18th Street Reconstruction - NW State Street to NW Ash Drive project needs to be undertaken at this time to maintain the following project schedule:

- 2026 - preliminary design, final design, right-of-way acquisitions, and utility relocation.
- 2027 - construction

Bolton & Menk, Inc. has completed the conceptual design and traffic study. The Public Works Department

proposes to continue to use Bolton & Menk, Inc. to complete the preliminary and final design for the NW 18th Street Reconstruction - NW State Street to NW Ash Drive, including the following items:

- Project Management
- Public Outreach and Public Information Meeting
- Project Coordination Meetings with City Staff
- Minimal Topographic Survey
- Utility Coordination
- Acquisition Plat and Easement Preparation
- Right-of-Way Services (via sub-consultant)
- Geotechnical Services (via sub-consultant)
- Utility Potholing (via sub-consultant)
- Aquatic Resource Delineation
- Preliminary, Check, and Final Plan Preparation
- Bidding Phase Services

The scope of the preliminary and final design engineering services, and corresponding fees, are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$658,632.00.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Professional Services Agreement with Bolton & Menk, Inc. for the preliminary and final design engineering services of the NW 18th Street Reconstruction - NW State Street to NW Ash Drive project in an amount not to exceed \$658,632.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project is included in the current City of Ankeny Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. NW 18th Street Reconstruction Design PSA

MASTER AGREEMENT FOR PROFESSIONAL SERVICES IA

This Agreement, made this 1st day of December, 2025, by and between City of Ankeny, 410 W 1st Street, Ankeny, IA 50023 ("CLIENT"), and BOLTON & MENK, INC., 430 E Grand Ave #101, Des Moines, IA 50309, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with various assignments or tasks and whereas the CONSULTANT agrees to furnish the various professional services required and assigned as needed by the CLIENT using Task Orders or Addenda to this Agreement.

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

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services as assigned by the CLIENT and specifically described in the Task Order or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form is attached at the end of this Agreement.
- B. Upon mutual agreement of the parties hereto, professional services in addition to the Projects ("Additional Services") may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is 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 the appropriate Task Order.

- 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 III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Schedule of Fees attached hereto as Schedule 1 for the time spent by CONSULTANT'S personnel in performance of the services described in each Task Order, subject to any maximum amount as set forth in such Task Order.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2025. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. 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.
4. 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 above 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.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, 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.

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 and/or any Task Order 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, State, or their 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 IV - 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 this Agreement, any Task Order or Addendum, 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. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

C. LIMITATION OF LIABILITY

1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and 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. CONSULTANT's obligation to indemnify the CLIENT and CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages.
2. Liability of Client. To the fullest extent permitted by law, CLIENT shall indemnify CONSULTANT 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 or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.
3. 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. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.

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.

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 CGL and Auto liability policies, to the extent permitted by CONSULTANT's insurers.
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 any Task Order or Addendum 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. All identified deliverables, including documents, specifications, reports, and plans (the "Deliverables") prepared or furnished by CONSULTANT pursuant to this Agreement are works for hire. Upon payment of all fees owed to CONSULTANT, the CLIENT shall acquire ownership of the Deliverables and CONSULTANT agrees to execute, at CLIENT's request and expense, all documents and any other instruments necessary or desirable to confirm such assignment. Notwithstanding the foregoing, CONSULTANT retains all title and interest in all its standard details, plans, specifications, and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive, and irrevocable license to use the Previously Created Works and Documents for the Project.
3. 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 associated with any particular Task Order or

Addendum 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 after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.
- K. **TERMINATION.** This Agreement, or any individual Task Order, may be terminated:
 - 1. For cause, 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. 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; or,
 - 2. For convenience by CLIENT upon 7 days written notice to CONSULTANT.
 - 3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
 - 4. Notwithstanding, the foregoing, this Agreement or the individual Task Order identified in the required notice will not terminate under paragraph IV.K 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.
 - 5. 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 III of this Agreement. 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 IV. H.
 - 6. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. **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.

- M. 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.
- N. 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 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.**
- O. ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. SURVIVAL.** All obligations, representations and provisions made in or given in Section IV 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.
- Q. 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.
- R. 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.
- S. 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.

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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.

CONSULTANT: Bolton & Menk, Inc.

Signature

Zach Parsons
Printed Name

12/01/2025
Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

12/01/2025
Date

ATTEST:

ATTACHMENTS:

Exhibit A Scope of Services

Exhibit B Project Schedule

Exhibit C Project Fee

Exhibit D Schedule of Fees

EXHIBIT A
SCOPE OF SERVICES FOR
NW 18TH ST RECONSTRUCTION – NW STATE ST TO NW ASH DR
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF ANKENY

The **CITY** plans to widen NW 18th Street to accommodate increased traffic growth, improve safety, and to better manage traffic at the Prairie Ridge Sports Complex. Design will include widening intersections to provide left, thru, and right turn lanes as specified within the findings of the corridor study. The improvements also include the design and installation of a new traffic signal at the Prairie Ridge Sports Complex/NW 18th Street intersection and the replacement of the traffic signal at the intersection of NW State Street and NW 18th Street. Consideration of a future five lane section on NW 18th Street will be accommodated as part of this design.

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. Project Management

A. Monitoring Project Schedule

The **CONSULTANT** shall prepare and submit monthly project status reports that include schedule updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, challenges encountered and recommended solutions, and overall project status, and an updated design schedule. If design work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

B. Invoice Processing and Review

The **CONSULTANT** shall create, review and process invoices, not more than on a monthly basis, verifying they meet **CITY** payment requirements and verifying all necessary information required for payment is included on the city provided payment forms. The **CONSULTANT** shall coordinate with **CITY** staff, as necessary, and answer any questions regarding invoices and verify the percentage of work complete on the project is consistent with the percentage of work invoiced. Services provided as part of this task shall include all other general project administration necessary to complete the project.

The **CONSULTANT** shall inform the **CITY** of any additional services requested by the **CITY** that were not included in the scope of services contract approved by the **CITY** for this project. It shall be the responsibility of the **CONSULTANT** to inform the **CITY** of any potential amendments to the contract before the services are rendered.

2. Project Coordination, Meetings, Utility Coordination, & Public Involvement

A. Project Review Meetings

The **CONSULTANT** shall meet with the **CITY** or its designated representative three (3) times to review progress and to discuss specific elements of the project design. The meetings shall also serve to establish schedules, develop project goals, establish design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The **CONSULTANT** shall document and distribute minutes for all meetings. The following three in-person meetings are included with this task:

- 1) Design Project Kickoff Meeting
- 2) Preliminary Plans (60% Submittal) Design Review Meeting
- 3) Check Plans (90% Submittal) Design Review Meeting

B. Project Permitting (If Applicable)

The **CONSULTANT** shall assist the **CITY** in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary.

The **CONSULTANT** shall develop and submit Preliminary Plans, Check Plans, and Final Plans.

Any fees for construction permits, licenses, or other costs associated with permits and approvals shall be the responsibility of, and paid by, the **CITY**. The **CONSULTANT** shall provide technical criteria, written descriptions and design data for the use in filing the applications for permits. The **CONSULTANT** shall prepare the permit applications and other documentation.

C. Property Owner Coordination – Public Meeting

The **CONSULTANT** shall lead and assist in the preparation of and attend one (1) Public Information Meeting. The purpose of the meeting shall be to provide an overview of the proposed improvements and potential impacts to surrounding properties. The **CONSULTANT** shall gather information from property owners, businesses, and stakeholders regarding project concerns, specific issues, and priorities. The **CONSULTANT** shall provide the following services:

- 1) Preparation of necessary maps showing the proposed improvements
- 2) Preparation of a presentation
- 3) Consultant will lead meeting and participate in one (1) public meeting
- 4) City will provide the venue
- 5) City will write and send out invitation letters

D. Utility Coordination

CONSULTANT shall contact and coordinate with utilities located on or near the roadway, per Iowa Department of Transportation's (DOT) Instructional Memorandum "Utility Accommodation and Coordination". **CONSULTANT** shall coordinate with each utility that may need to relocate, or be accommodated, to develop mitigation or relocation schedule and shall include known utilities on construction drawings as appropriate.

CONSULTANT shall attend two (2) Joint Utility Meetings with representatives from all of the utility companies having facilities in the project area. **CONSULTANT** will lead the meeting, send out meeting invitations, and provide meeting minutes. Two utility meeting times will be offered at City of Ankeny Public Service Building.

3. Traffic Analysis

A. Traffic Analysis

CONSULTANT shall develop a 2035 three-lane scenario to analyze the operations of NW 18th Street to better understand if/when the three-lane section may need to be widened to a five-lane section. Analysis shall occur prior to the start of Preliminary Design.

4. Property Acquisition

A. Property Acquisition

The **SUBCONSULTANT**, JCG Land Services, shall coordinate with properties, obtain appraisals and review, title research, transfer document preparation, and assist with the closing and signing of warranty deeds.

B. Individual Parcel Easement Exhibits

The **CONSULTANT** shall prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications; in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits shall be labeled with key parcel information and reference individual easement square footage areas. The exhibits shall be used by the **CITY** for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. Legal size plats (8.5-in by 14-in) exhibits will be provided for all properties that require permanent acquisitions. For budgetary purposes, it is assumed that thirteen (13) parcel exhibits are needed, with three (3) parcels needing permanent acquisition.

TABULATION OF EASEMENTS			
PARCEL ADDRESS	OWNER	TEMPORARY EASEMENT	PERMANENT ACQUISITION
2220 NW STATE STREET	ANKENY COMMUNITY SCHOOL DISTRICT	X	X
N/A	CITY OF ANKENY (POND PARCEL ALONG NW STATE ST)	X*	X*
N/A	CITY OF ANKENY (SMALLER POND PARCEL)	X*	X*
1350 NW 18TH STREET	FORSELLES II PARTNERS LLC	X	X
N/A	SIGNATURE VILLAGE OWNERS ASSOCIATION	X	
1310 NW 18TH STREET	CASEY'S MARKETING COMPANY	X	X
1210 NW 18TH STREET	WENGER PROPERTIES	X	
N/A	SIGNATURE VILLAGE OWNERS ASSOCIATION	X	
N/A	FOUNTAIN POINTE CONDOMINIUMS	X	
1802 NW ASHLAND PKWY	DEBOEF, TAMARA S AND DUANE R JR		
1801 NW ASHLAND PKWY	JOHNSON, JULIE L AND BRIAN K	X	
N/A	STONECREST MEADOWS TOWNHOME ASSOCIATION INC.	X	
N/A	CITY OF ANKENY (PRAIRIE RIDGE SPORTS COMPLEX)	X*	X*
N/A	CITY OF ANKENY (POND PARCEL SW OF STATE INTERSECTION)	X*	X*

*CITY OF ANKENY PARCELS, CITY TO COMPLETE ACQUISITIONS.

5. Geotechnical Services

A. Geotechnical Investigation

SUBCONSULTANT, Construction Materials Testing (CMT), will perform geotechnical services and soil borings. The **CONSULTANT** will provide the **CITY** and Geotechnical Subconsultant with coordinates for the locations of borings before the drilling work and **CONSULTANT** will coordinate with the Geotechnical Subconsultant during drilling regarding adjustments to the boring locations and sampling procedures so that the completed work provides sufficient geotechnical data for use by **SUBCONSULTANT**. It is anticipated that fourteen (14) soil borings will be required. The **SUBCONSULTANT** shall provide traffic control devices and layouts, approved by the **CITY**, for any drilling work that impacts traffic.

The **SUBCONSULTANT** will develop soil design parameters for use in numerical analyses.

The **SUBCONSULTANT** will prepare a draft geotechnical report summarizing results of field exploration

and laboratory testing programs, boring logs, lab test data, subgrade evaluations, and soil infiltration rates. This task will include effort to incorporate geotechnical analysis and recommendations into roadway design elements and traffic signal footing design.

The **SUBCONSULTANT** will perform geotechnical analyses for evaluation of the following considerations:

- 1) Evaluation of subgrade stabilization alternatives as needed.

CITY shall provide standard pavement section based on functional classification.

6. Utility Potholing

A. Utility Potholing

Task includes the coordination of Utility Potholing Subconsultant for verification of existing utilities around proposed traffic signal footings. The **CONSULTANT** will provide coordinates for the locations of proposed traffic signal footings to the **CITY** and **SUBCONSULTANT**. **SUBCONSULTANT** shall provide utility potholing for the two proposed traffic signal intersections. The **SUBCONSULTANT** shall provide traffic control devices and layouts, approved by the **CITY**, for any potholing work that impacts traffic. Utility potholing for the traffic signal footings shall occur prior to the submittal of Check Plans.

The **CONSULTANT** shall collect topographic shots of existing utilities that are potholed, and verify traffic signal pole placement. **CONSULTANT** will coordinate with potholing contractor to visit the site to expose utilities. **CONSULTANT** to visit the site two (2) times to collect topographic shots.

7. Aquatic Resource Delineation

A. Aquatic Resource Delineation

a. Subtask 1 – Level II Aquatic Resource Delineation

The **CONSULTANT** will visit the site to delineate all wetland and other aquatic resource boundaries found within the project area. The delineation will include performing transects and sampling in the vicinity of any wetlands, placing 3-foot pin flags at the limits of any wetlands found. The **CONSULTANT** delineator will use a sub-foot GPS unit to accurately locate and map each point.

Using the data collected as part of the Level II delineation, **CONSULTANT** will present findings in an Aquatic Resource Delineation Report. Aquatic Resource Delineation Report will be submitted to the USACE, requesting a Jurisdictional Determination (JD) of the identified aquatic resources.

b. Subtask 2 – Aquatic Resource Permitting

If the USACE determines that the delineated aquatic resources are jurisdictional, **CONSULTANT** will review the plans of the proposed project to identify potential impacts to these resources. If aquatic resource impacts are identified and are above the nationwide impact threshold 0.01 acres of wetland or 0.03 acres (300 LF) of stream bed, **CONSULTANT** will identify avoidance and minimization opportunities, as well as appropriate USACE and state/local permitting strategies. If impacts to the delineated aquatic resources are below the nationwide impact threshold, aquatic resource permitting will not be needed.

8. Preliminary Design

A. Develop Design Criteria and Research

The **CONSULTANT** shall prepare design criteria to be used in developing preliminary design plans and specifications. Criteria shall conform to Iowa Statewide Urban Design and Specifications (SUDAS) and the current edition of the City of Ankeny's Supplemental Specifications. The criteria to be addressed shall include:

- 1) Existing conditions
- 2) Roadway classification, speeds, typical section, cross slope, curb radii, etc.
- 3) Americans with Disabilities Act (ADA) sidewalk ramp compliance locations and needs, determination of ramp type will be confirmed (directional preferred)
- 4) Potential surface and parkway drainage concerns including ditch modifications
- 5) Utility structure items needing repair or impacts (manholes, intakes, valves, handholes, traffic signal equipment, etc.)
- 6) Conceptual construction staging concept
- 7) Design and control vehicles
- 8) Property owner impacts: access, parkway grading, impacted landscaping, trees, mailboxes, driveway concerns, etc.
- 9) Estimated number of trees for removal
- 10) Recommendations
- 11) Design Exceptions
- 12) Regulatory Permit Needs, as Required (National Pollutant Discharge Elimination System (NPDES), Iowa Department of Natural Resources (DNR) water, DNR sewer, etc.)
- 13) No watermain or sanitary sewer design is anticipated to be included with this project

The **CONSULTANT** shall submit design criteria prior to the Preliminary Plans.

1) Deliverables

- i. *Design Criteria Memo*
- ii. *Drainage Memo*

B. Preliminary Plans (60% Submittal)

The **CONSULTANT** shall develop Preliminary Design Plans for the project. Upon completion, the design plans shall be approximately 60% complete.

2) Preliminary Plans Preparation

Preliminary Plans shall be completed to provide the **CITY** the detail necessary to evaluate and budget for ultimate project improvement goals and an understanding of property impacts. The following specific design items are to be included:

Title and General Information Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: index of sheets, revisions, legend, location map, design traffic data.

Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and paving improvements.

Preliminary Estimate of Quantities (C Sheets)

Not included with Preliminary Plan submittal. Opinion of Probable Construction Cost to be included with Preliminary Plans and shall include estimated quantities for major bid items and a contingency for minor items.

Preliminary Plan and Profile (D and E Sheets)

Consists of the development of preliminary mainline and side road plan and profile sheets that will show the existing topography along with the proposed improvements. Included will be the necessary CAD work to show the preliminary design features for the proposed improvements. The scale of these sheets will be 1"=20'.

Preliminary Removal Plans (F Sheets)

This item consists of preliminary design and drafting of proposed improvements and removals.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan shall include provisions for maintaining access to adjacent properties during construction. Plans shall also consider the need for pedestrian detours. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Preliminary Intersection Geometrics (L Sheets)

Not included with Preliminary Plan submittal. Figures of turning movements at all major intersections shall be included with this submittal.

Preliminary Storm Drainage Design (M Sheets)

Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Consideration of impacts to existing ditch and potential widening of five-lanes will be evaluated. Vertical profiles are not developed as part of this task. The scale of these plans sheets will be 1"=10'.

Preliminary Signal Design (N Sheets)

Develop preliminary signal layout for the Prairie Ridge Sports Complex and NW 18th Street intersection and the NW State Street and NW 18th Street intersection. This will include fiber interconnect design and connection from the new traffic signal to the existing fiber optic currently running through the intersections. **CITY** will provide splice document and diagrams.

Preliminary Roadway Lighting Layout Plan (P Sheets)

Consists of a preliminary photometric plan and light pole location layout. Design will follow City of Ankeny lighting design standards.

Preliminary Pavement Markings and Signage Plan (PM Sheets)

Provide preliminary pavement marking and signage plans.

Preliminary Curb Ramp Design (S Sheets)

Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, level operating spaces, and identify sidewalk width and passing space within the corridor. Detailed design information

including coordinates and elevations will not be included with the Preliminary Plans. Curb ramps will be designed at the following intersections:

- a. NW State Street and NW 18th Street
- b. Prairie Ridge Sports Complex and NW 18th Street
- c. Brick Towne East Entrance and NW 18th Street
- d. NW Ashton Lane and NW 18th Street
- e. NW Ashland Parkway and NW 18th Street
- f. NW Elm Lane and NW 18th Street

Preliminary Cross Sections (W Sheets)

This item consists of preliminary mainline and side road design and drafting of cross sections every 25' for use with staking during construction.

The **CONSULTANT** shall submit the preliminary plans and the **CITY** will provide one (1) round of comments to the **CONSULTANT** for incorporation into the check plans.

3) Preliminary Plans (60% Submittal) Design Review Meeting

As stated previously, a meeting will be held with the **CITY** to discuss key issues, design concepts, access control and traffic control/stage construction. The review shall determine the completion of the preliminary plan design, identify needed adjustments to minimize potential property impacts and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design. The **CONSULTANT** shall document and distribute minutes for this meeting.

4) Deliverables

- iii. *Electronic set of Preliminary Plans (60% Submittal)*
- iv. *Opinion of Probable Construction Costs*
- v. *Tabular text file of existing infrastructure*
- vi. *Geotechnical Report*

C. Prairie Ridge Sports Complex Parking Modifications

The **CONSULTANT** shall coordinate with the **CITY** to develop two (2) parking lot striping alternatives to support efficient ingress / egress of traffic. Parking lot striping alternatives will occur as part of the Preliminary Plan creation and final recommendations will be incorporated into the plans.

9. Final Design

A. Check Plans (90% Submittal)

Upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Check Plans (90% Submittal). The development of Check Plans will address any comments received from the Preliminary Plans (60% Submittal) Design Review Meeting and the **CITY**'s Preliminary Plans design review comments provided back to the **CONSULTANT**. It is assumed that no geometric revisions to the roadway design shall occur after the start of the development of the Check Plans. **CONSULTANT** will provide edits for bid items and quantities.

1) Check Plans Preparation

Check Plans shall be completed in preparation of the letting. Plan set shall be biddable with only minor changes expected after this submittal. The following specific design items are to be included:

Title and General Information Sheets (A Sheets)

This task consists of assembling the final title and general information sheets. The final title sheets will include the following: index of sheets, revisions, legend, location map, project number, design traffic data.

Final Typical Cross Sections (B Sheets)

This task consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Estimate of Quantities (C Sheets)

This task consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.

Final Plan and Profile (D and E Sheets)

This item consists of the final design and drafting of roadway plan and profile sheets, including the detailed information required for plan approvals, permitting, and construction of the proposed improvements. This task also consists of the final design and drafting for the installation of new utilities and utility adjustments that can be determined from coordination with the utility companies at the time of design.

Final Removal Plans (F Sheets)

This item consists of final design and drafting of proposed improvements and removals.

Final Traffic Control, Staging (J Sheets)

This item consists of final design and drafting of the traffic control and staging sheets. The staging plan shall consider vehicle, pedestrian, and transit impacts and make accommodations for all modes of transportation. The **CONSULTANT** shall also consider potential street use events during construction and make accommodations within the staging plans. The traffic control devices, procedures, and layouts shall be as per the Manual of Uniform Traffic Control Devices (MUTCD).

Final Intersection Geometrics (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas.

Final Storm Drainage Design (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes and other storm drainage related facilities for the Project.

Final Signal Design (N Sheets)

This item consists of final design and drafting of traffic signal installations, and fiber interconnect. Signal timings are provided by the **CITY**.

Final Roadway Lighting Layout Plan (P Sheets)

Consists of the final locations of poles on project plan drawings. It is assumed that the lighting locations will be provided to the **CITY** and electric provider to install lights, and will not be bid as part of the project.

Final Pavement Markings and Signage Plan (PM Sheets)

This item consists of final design and drafting of pavement markings and signage, including tabulation of pavement markings and signs.

Final Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations, surface requirements, horizontal curb openings, level operating spaces, cross slopes, running slope, and sidewalk widths and passing spaces within the corridor.

Final Cross Sections (W Sheets)

This item consists final design of mainline and side road design and drafting of cross sections every 25' for use with staking during construction.

The **CONSULTANT** shall submit the Check Plans and the **CITY** will provide one (1) round of comments to be incorporated into the Final Plans.

2) **Opinion of Probable Construction Cost**

The **CONSULTANT** shall prepare an Opinion of Probable Construction Cost for the project. The cost estimates shall be based on representative major project elements and recent bid information. The **CONSULTANT** shall determine bid items, quantities, unit costs, and contingency for the project.

3) **Check Plans (90% Submittal) Design Review Meeting**

A meeting shall be held with the **CITY** to discuss final design issues, submittals and bidding and construction schedules. The review shall determine the completion of the final plan design, identify needed adjustments to minimize potential property impacts and confirm the proposed staging plans. Revisions shall be noted for preparation of the final design. The **CONSULTANT** shall document and distribute minutes for this meeting.

4) **Deliverables**

- i. *Electronic set of Check Plans (90% Submittal)*
- ii. *Electronic copy of City Preliminary Plans (60% Submittal) design review comments and how each comment was addressed in Bluebeam*
- iii. *Opinion of Probable Construction Costs*

B. Final Plans (100% Submittal)

Upon authorization from the **CITY**, the **CONSULTANT** shall proceed with the development of Final Plans. The development of Final Plans will include any comments received from the Check Plans Design Review Meeting and the **CITY**'s Check Plans design review comments provided back to the **CONSULTANT**. Upon completion, the design plans shall be 100% complete.

1) **Incorporate Comments from Check Plans (90% Submittal) Design Review**

The **CONSULTANT** shall respond to comments resulting from the City's Check Plans (90% Submittal) Design Review. Recommended modifications shall be incorporated into the final plan set.

2) **Final Opinion of Probable Construction Cost**

The **CONSULTANT** shall prepare a final Opinion of Probable Construction Cost for the project. The final cost opinion shall include all project elements.

3) **Deliverables**

- i. *Complete set of Final Plans, in PDF format*
- ii. *Electronic copy of City Check Plans (90% Submittal) design review comments and how each comment was addressed in Bluebeam*

- iii. *Five (5) complete sets of Final Plans, in hardcopy*
- iv. *Final quantities and cost estimate, in CITY provided Excel format*
- v. *All CADD files*
- vi. *Approved permits necessary for the project*

C. Quality Assurance/Quality Control Plan

The **CONSULTANT** shall develop a Quality Assurance/Quality Control Plan, and designate staff responsibility for implementation of the Plan, and perform ongoing review of the design plan preparation process for completeness and quality to minimize design errors/omissions and construction conflicts.

10. Bidding Phase Services

The project shall be bid by the **CITY**. The work tasks to be performed or coordinated by the **CONSULTANT** during the Bid Period Services are based upon one bid letting and shall include the following:

A. Plan Clarification and Addenda

The **CONSULTANT** shall assist the **CITY** during the bid period in answering questions regarding the design intent. The **CONSULTANT** shall address questions presented by the **CITY** and prepare any necessary addenda for distribution by the **CITY**.

EXHIBIT B PROJECT SCHEDULE

The time of completion of the basic services of the **CONSULTANT** under this Agreement shall be as follows:

- Notice to Proceed: December 3, 2025
- Aquatic Resource Delineation: December 2025
- Design Criteria and Drainage Memo: January 1, 2026
- Utility Potholing: March 2026
- Preliminary Plans (60% Submittal): March 27, 2026
- City Return Preliminary Plans Comments: April 17, 2026
- Temporary and Permanent Easement Exhibits Submittal: April 10, 2026
- Joint Utility Design Review Meeting, Approximate Date: April 2026
- Private Utility Relocation: Summer 2026
- Check Plans (90% Submittal): July 2, 2026
- City Return Check Plans Comments: July 24, 2026
- Final Plans (100% Submittal): September 4, 2026
- City Return Final Plans Comments: September 18, 2026
- Set Bid Date and Public Hearing Date: October 19, 2026
- Bid Letting: November 17, 2026
- Commence Construction: Spring 2027

The above schedule shall be adjusted based on changes necessitated by design reviews. If major changes are encountered during design, the schedule will be discussed with **CITY** staff and updated accordingly.

**EXHIBIT C
PROJECT FEE**

CITY agrees to pay **CONSULTANT** on a time and material basis with a not-to-exceed fee of \$658,632 summed as follows:

Task No. 1 – Project Management	\$ 21,360
Task No. 2 – Project Coordination, Meetings, Utility Coordination, & Public Involvement	\$ 44,168
Task No. 3 – Traffic Analysis	\$ 5,507
Task No. 4 – Property Acquisition	\$ 73,434
Task No. 5 – Geotechnical Services	\$ 9,500
Task No. 6 – Utility Potholing	\$ 29,078
Task No. 7 – Aquatic Resource Delineation	\$ 9,699
Task No. 8 – Preliminary Design	\$ 235,439
Task No. 9 – Final Design	\$ 226,087
Task No. 10 – Bidding Phase Services	\$ 4,360
Total	\$658,632

2025 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, 2025. 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	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician ¹	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment ¹	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.

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



CLIENT

Bolton & Menk



PROJECT NAME

Ankeny NW 18th
Reconstruction



BID DATE

10/27/2025



ADDRESS

430 E. Grand Ave Suite
101



CITY/STATE/ZIP

Des Moines, IA 50309



PHONE

515-587-8474



E-MAIL

brian.sandberg@bolton-
menk.com



PREPARED BY:

Justin Walton

Urbandale Public
Works Project
Manager

ROW Services Cost Estimate Breakdown

Bolton & Menk | Ankeny NW 18th Reconstruction

Estimated Number of Parcels: 9

Description of Expenses	Amount	Hours	Unit Price	Total
Title Reports	3		\$400.00	\$1,200.00
Project Data Book				\$0.00
Compensation - Appraisals & Review Appraisals	3		\$5,250.00	\$15,750.00
Compensation - Appraisal Waivers	6	12		\$1,320.00
GIS/GPS Easement Exhibits				\$0.00
GIS/GPS Easement Mapping				\$0.00
Title Research, Plat Review & Transfer Doc Prep.		63		\$6,975.00
Acquisition Process		184.5		\$22,140.00
Project Management		64.5		\$9,352.50
JCG Expenses (mileage, lodging, per diem, postage, misc.)			\$1,062.50	\$1,062.50
			JCG In-House Fees	\$40,850.00
			Reimbursable Expenses	\$16,950.00
			Total ROW Cost Estimate	\$57,800.00
			Cost Estimate Per Parcel	\$6,422.22

This project cost estimate is valid for 90 days from the bid date listed above.

SIGN BELOW TO ACCEPT QUOTE:

AUTHORIZED REP

DATE



October 24, 2025

Bolton and Menk Engineers, Inc.
430 East Grand Avenue
Des Moines, Iowa 50309

RE: **Geotechnical Investigation**
City of Ankeny – NW 18th Street Recon.
Ankeny, Iowa

Attn: Mr. Zach Parsons, P.E.,

Thank you for the opportunity to provide our services for the above referenced project. Based on available information, I have put together the following estimate for geotechnical exploration for the project.

Table 1. Geotechnical Study

<i>Description of Services</i>	<i>Quantity</i>	<i>Estimate</i>
Mobilization & Traffic Control	1s	\$1,850.00
Drilling and Sampling (Total Feet)	140	\$3,500.00
Laboratory Testing of Soil Samples	1s	\$1,175.00
Traffic Control	1s	\$2,000.00
Engineering Report	1s	\$975.00
Total		\$9,500.00

Drilling and sampling will include 14-10 feet deep borings for the proposed pavement corridor improvements. CMT will contact Iowa One Call for utility locates and will provide the boring layouts. Upon agreement of this proposal, drilling operations can be scheduled within two weeks after utility locates have been cleared. Verbal findings will be available within three days of completion of drilling operations and a finalized report will be issued within one week of completed drilling operations. Engineering report and laboratory testing will be completed within 1 week after drilling operations are completed. The engineering report includes soil classifications, site conditions, groundwater observations, grading concerns, foundation design, retaining wall/loading dock wall design parameters, paving design, subbase design and seismic design considerations. If CMT is elected for this project, please sign and return a copy of this contract for our records. All past due invoices are subject to a 1.5% service charge. Please feel free to call us should you have any questions or if we may be of any further assistance. We look forward to working with you.

Sincerely,

Sybil K. Ferrier, P.E.
Principal Engineer

I accept the terms of the above agreement and agree to pay the stated amount.

Signed Zach Parsons Date 10/24/2025



Badger Hydrovac Service Proposal

United States

Prepared By:	Jon Patterson
Email:	jopatterson@badgerinc.com
Phone:	515-513-9820
Date:	11/20/2025
Estimate Number:	CPQ-226859v2
Project Name:	NW Prairie Ridge Dr & NW Ash Dr



Badger Daylighting Corp
DES MOINES IA CORP
627 N 19th Ave East
Newton, IA 50208
"An equal opportunity employer"
IA License #C114463

Estimate

Date	11/20/2025
Reference	CPQ-226859
Prepared By	Jon Patterson

Customer Information

Company	BOLTON AND MENK	Contact Name	Brian Sandberg
Contact Phone #	+1 (515) 587-8474	Email	brian.sandberg@bolton-menk.com
Billing Address	1960 PREMIER DR	Title	Senior Project Engineer
Billing City/State	MANKATO MN 56001	Account Number	32875
Service Address	1606 NW Irvinedale Dr Ankeny IA 50023-7424		

Scope Of Work

Badger has been requested to provide a time and material proposal for Bolton and Menk with the scope of work being 16 potholes between 2' and 6' deep 12"-18" diameter so they can locate the utilities in the ground. Potential for a few core cuts and needed backfill and the address of NW Prairie Ridge Dr & NW Ash Dr in Ankeny IA. Traffic Control Needed.

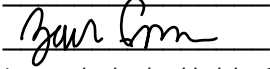
Service Item Item Description Unit Cost UOM Quan

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Monday - Friday First 8 Hrs PORT-TO-PORT	\$275.00	HR	16.0	\$4,400.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	Over 8hrs M-F & Saturday PORT-TO-PORT	\$345.00	HR	4.0	\$1,380.00
ADDITIONAL OPERATOR	Monday - Friday First 8 Hrs	\$100.00	HR	16.0	\$1,600.00
ADDITIONAL OPERATOR OVERTIME	Over 8hrs M-F & Saturday PORT-TO-PORT	\$135.00	HR	6.0	\$810.00
DISPOSITION	Dump	\$350.00	EA	4.0	\$1,400.00
CONSUMABLE MATERIALS		\$44.00	EA	2.0	\$88.00
FLUCTUATING FUEL RECOVERY		\$992.32	EA	1.0	\$992.32
SUPPLY WATER		\$93.50	EA	4.0	\$374.00
SUPPORT TRUCK		\$247.50	DAY	2.0	\$495.00
ADDITIONAL SERVICE - TRAFFIC CONTROL		\$750.00	EA	1.0	\$750.00
ADDITIONAL SERVICE - BACKFILLING		\$350.00	EA	1.0	\$350.00

Total \$12,639.32



This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company)	<u>Bolton & Menk</u>	PO #:	<u></u>
Name (Please Print)	<u>Zach Parsons</u>	Title:	<u>Principal Engineer</u>
Signature	<u></u>	Date:	<u>11/20/2025</u>

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior. Badger
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to . This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

*I am authorized to bind the Company***Badger Representative**

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.



14. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. **Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

25. **Collection, Use and Disclosure of Information.**



Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

- (a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;
- (b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;
- (c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;
- (d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;
- (e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and
- (f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).





ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Vintage Business Park - North Lake Maintenance Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with RW Excavating Solutions in the amount of \$192,685.00; and c) Final Payment #3 in the amount of \$760.00 and Release of Retainage in the amount of \$9,634.25.

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 for the Vintage Business Park North Lake Maintenance Project.

The Vintage Business Park - North Lake Maintenance 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 and that the final contract amount is \$192,685.00.

2) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the Vintage Business Park - North Lake Maintenance project and establishes the final contract amount to be \$192,685.00

3) Final Payment: RW Excavating Solutions = \$760.00

Retainage Payment: RW Excavating Solutions = \$9,634.25

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 Vintage Business Park - North Lake Maintenance project.
2. Adopt the Resolution accepting the Vintage Business Park - North Lake Maintenance project with RW Excavating Solutions in the final contract amount of \$192,685.00; and
3. Authorize final payment to RW Excavating Solutions in the amount of \$760.00 and release of retainage payment in the amount of \$9,634.25 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 18, 2024: The council approved a motion to adopt a Resolution accepting the proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park - North Lake Maintenance 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. Certificate of Completion - Capital Improvement
2. - Pay App #3-FINAL
3. Resolution

CERTIFICATE OF COMPLETION

Vintage Business Park North Lake and Saylor Creek Repairs

Ankeny, Iowa

December 1, 2025

This is to certify that the construction improvements on the ***Vintage Business Park North Lake and Saylor Creek Repairs*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$192,685.00***. I hereby recommend acceptance of the project.

Respectfully submitted,



Jacob Nilles
Project Manager
Nilles Associates, Inc.
Iowa License Number 26369

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Vintage Business Park North Lake and Saylor Creek Repairs
Contractor: RW Excavating Solutions
Address: 13293 S. 88th Ave. W.
Finance Budget Code: 680.3680.4453 Finance Project #: 680.4453
Vendor Project #: NA Purchase Order #: NA
Original Contract Date: March 18, 2024 Vendor Account #: 1906

Date of Council Meeting: December 1, 2025 Payment Application #: 3 (FINAL)

Payment Period: From: February 1, 2025 Through: October 31, 2025

Contract Summary:

Original Contract Amount:	\$	181,925.00	
Net Change by Change Orders:	\$	10,760.00	
Contract Amount to Date: (line 1 ± 2)	\$	192,685.00	
Total Completed and Stored to Date:	\$	192,685.00	
Retainage: <u>5</u> % of Completed Work:	\$	9,634.25	
Total Earned Less Retainage:	\$	183,050.75	
Less Previous Applications for Payment:	\$	182,290.75	
SUBTOTAL:	\$		760.00
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		760.00
Balance to Finish, Including Retainage:	\$	9,634.25	

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: RW Excavating Solutions
Signature: [Signature] Firm Name: RW Excavating Solutions Date: 11/11/2025

Engineer / Consultant Approval: Nilles Associates, Inc.
Signature: [Signature] Firm Name: Nilles Associates, Inc. Date: 11/11/2025

City of Ankeny Staff Approval: [Signature]
Signature: Becky Ford Date: 11/12/2023

Submit to: Becky Ford P.E., CFM - Stormwater & Environmental Manager
E-mail: Bford@Ankenylowa.gov Phone Number: (515) 963-3526

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, BY UNIT	UNIT	97		97.00	\$ 30.00	\$ 2,910.00		\$ -	97.00	97.00	\$ 2,910.00	0.00	100.00%
2.02	CLEARING AND GRUBBING, BY AREA	AC	2.2		2.20	\$ 8,000.00	\$ 17,600.00		\$ -	2.20	2.20	\$ 17,600.00	0.00	100.00%
2.03	TOPSOIL, ON-SITE (4-INCH DEPTH)	CY	427		427.00	\$ 10.00	\$ 4,270.00		\$ -	427.00	427.00	\$ 4,270.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10	CY	730		730.00	\$ 8.00	\$ 5,840.00		\$ -	730.00	730.00	\$ 5,840.00	0.00	100.00%
2.05	DREDGING	CY	400		400.00	\$ 20.00	\$ 8,000.00		\$ -	400.00	400.00	\$ 8,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIA	LF	97		97.00	\$ 80.00	\$ 7,760.00		\$ -	97.00	97.00	\$ 7,760.00	0.00	100.00%
4.02	REMOVAL, STORM SEWER, RCP, 15-INCH DIA	LF	147		147.00	\$ 20.00	\$ 2,940.00		\$ -	147.00	147.00	\$ 2,940.00	0.00	100.00%
4.03	REMOVAL, PIPE APRON, RCP, 15-INCH DIA	EA	2		2.00	\$ 300.00	\$ 600.00		\$ -	2.00	2.00	\$ 600.00	0.00	100.00%
4.04	PIPE APRON W/ GUARD AND FOOTING, RCP, 15-INCH DIA	EA	1		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	HYDRODYNAMIC SEPARATOR	EA	1		1.00	\$ 24,000.00	\$ 24,000.00		\$ -	1.00	1.00	\$ 24,000.00	0.00	100.00%
6.02	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	1		1.00	\$ 8,000.00	\$ 8,000.00		\$ -	1.00	1.00	\$ 8,000.00	0.00	100.00%
6.03	INTAKE, SW-506, DOUBLE GRATE INTAKE W/WH	EA	1		1.00	\$ 9,250.00	\$ 9,250.00		\$ -	1.00	1.00	\$ 9,250.00	0.00	100.00%
6.04	INTAKE, SW-512, CIRCULAR AREA INTAKE	EA	1		1.00	\$ 1,500.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
6.05	REMOVAL OF INTAKE, SW-501 & SW-503	EA	2		2.00	\$ 500.00	\$ 1,000.00		\$ -	2.00	2.00	\$ 1,000.00	0.00	100.00%
6.06	REMOVAL OF INTAKE, SW-512	EA	2		2.00	\$ 500.00	\$ 1,000.00		\$ -	2.00	2.00	\$ 1,000.00	0.00	100.00%
6.07	REMOVAL OF HICKENBOTTOM AND PVC PIPE	LS	1		1.00	\$ 400.00	\$ 400.00		\$ -	1.00	1.00	\$ 400.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	PAYEMENT, PCC, 8-INCH DEPTH, C-SUD MIX	SY	53		53.00	\$ 100.00	\$ 5,300.00		\$ -	53.00	53.00	\$ 5,300.00	0.00	100.00%
7.02	REMOVAL OF PAVEMENT, 8-INCH DEPTH	SY	53		53.00	\$ 20.00	\$ 1,060.00		\$ -	53.00	53.00	\$ 1,060.00	0.00	100.00%
7.03	REMOVAL OF SIDEWALK	SY	121		121.00	\$ 20.00	\$ 2,420.00		\$ -	121.00	121.00	\$ 2,420.00	0.00	100.00%
7.04	SIDEWALK, PCC, 8-INCH	SY	121		121.00	\$ 65.00	\$ 7,865.00		\$ -	121.00	121.00	\$ 7,865.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	TEMPORARY TRAFFIC CONTROL	LS	1		1.00	\$ 15,400.00	\$ 15,400.00		\$ -	1.00	1.00	\$ 15,400.00	0.00	100.00%
8.02	PORTABLE DYNAMIC MESSAGE SIGNS	LS	1		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.1		0.10	\$ 3,500.00	\$ 350.00		\$ -	0.10	0.10	\$ 350.00	0.00	100.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 2	AC	0.3		0.30	\$ 3,500.00	\$ 1,050.00		\$ -	0.30	0.30	\$ 1,050.00	0.00	100.00%
9.03	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.9		1.90	\$ 1,000.00	\$ 1,900.00		\$ -	1.90	1.90	\$ 1,900.00	0.00	100.00%
9.04	HYDRAULIC MULCHING, BFM	AC	2.3		2.30	\$ 4,500.00	\$ 10,350.00		\$ -	2.30	2.30	\$ 10,350.00	0.00	100.00%
9.05	WATTLES, STRAW, 9-INCH DIA.	LF	1,040	(1,040.00)	0.00	\$ 3.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.06	WATTLES, REMOVAL	LF	1,040	(1,040.00)	0.00	\$ 0.50	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.07	RIP RAP, CLASS D	TON	40		40.00	\$ 80.00	\$ 3,200.00	10.00	\$ 800.00	30.00	40.00	\$ 3,200.00	0.00	100.00%
9.08	STABILIZED CONSTRUCTION ENTRANCE	SY	116		116.00	\$ 20.00	\$ 2,320.00		\$ -	116.00	116.00	\$ 2,320.00	0.00	100.00%
9.09	INLET PROTECTION DEVICE, DROP-IN	EA	8	(8.00)	0.00	\$ 150.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.10	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	24	(24.00)	0.00	\$ 50.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.11	REMOVAL OF SEDIMENT FROM BIO-RETENTION CELL	CY	25		25.00	\$ 200.00	\$ 5,000.00		\$ -	25.00	25.00	\$ 5,000.00	0.00	100.00%
9.12	REMOVAL OF ROCK CHECK DAM	EA	2		2.00	\$ 300.00	\$ 600.00		\$ -	2.00	2.00	\$ 600.00	0.00	100.00%
9.13	BROADCAST HERBICIDE TREATMENT	AC	5		5.00	\$ 500.00	\$ 2,500.00		\$ -	5.00	5.00	\$ 2,500.00	0.00	100.00%
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1.00		1.00	\$ 500.00	\$ 500.00		\$ -	1.00	1.00	\$ 500.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	STREET TREES	EA		6.00	6.00	\$ 550.00	\$ 3,300.00		\$ -	6.00	6.00	\$ 3,300.00	0.00	100.00%
12.02	WATER MAIN ADJUSTMENT	LS		1.00	1.00	\$ 13,500.00	\$ 13,500.00		\$ -	1.00	1.00	\$ 13,500.00	0.00	100.00%
12.03				0.00	0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.04				0.00	0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
12.05				0.00	0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 192,685.00 PAY PERIOD = \$ 800.00

COMPLETED = \$ 192,685.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 7, 2024	\$ 125,395.25
2	March 17, 2025	\$ 56,895.50
3		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 182,290.75

Record of Change Orders:

No.	Date	Amount
1	March 17, 2025	\$ 10,760.00
2		
3		
4		
5		
6		
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8		
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14		
15		

CHANGE ORDER TOTAL = \$ 10,760.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	August 27, 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

RESOLUTION

RESOLUTION ACCEPTING VINTAGE BUSINESS PARK – NORTH LAKE MAINTENANCE PROJECT

WHEREAS, on the 18th day of March, 2024, the City of Ankeny entered into contract with RW Excavating Solutions of Prairie City, Iowa, for the construction of certain public improvements generally described as construction of the Vintage Business Park – North Lake Maintenance project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on December 1, 2025.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$192,685.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 1st day of December, 2025.

Bobbi B. Bentz
Mayor

ATTEST:

Michelle Yuska
City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

2025 Sanitary Manhole Grouting Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Visu-Sewer, LLC in the amount of \$39,650.00; and c) Final Payment #2 in the amount of \$16,981.25 and Release of Retainage in the amount of \$1,982.50, which includes previously approved Change Order #1 for \$5,850.00.

ORIGINATING DEPARTMENT

Municipal Utilities

COUNCIL GOAL

Upgrade Essential Infrastructure

ACTION REQUESTED

Resolution

LEGAL

No review required

EXECUTIVE SUMMARY

The actions before the Council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Visu-Sewer, LLC. for the 2025 Sanitary Manhole Grouting Project.

The 2025 Sanitary Manhole Grouting 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, and that the final contract amount is \$39,650.00.

2) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2025 Sanitary Manhole Grouting Project and establishes the final contract amount to be \$39,650.00.

3) Final Payment: Visu-Sewer, LLC = \$16,981.25

Retainage Payment: Visu-Sewer, LLC = \$1,982.50

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:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 21, 2025: The council approved a motion to adopt a Resolution accepting the proposal from Visu-Sewer in the amount of \$33,800.00 for the construction of the 2025 Sanitary Manhole Grouting 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. Pay App and Change Order #2 - FINAL
2. Payment Invoice #2 - FINAL
3. Certificate of Completion - Grouting
4. Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Sanitary Manhole Grouting Project
Contractor: Visu-Sewer
Address: W230 N4855 Betker Drive
Finance Budget Code: 650.3650.4452 Finance Project #: 650.4452
Vendor Project #: 25271W-09 Purchase Order #: 39371
Original Contract Date: April 21, 2025 Vendor Account #: 6456

Date of Council Meeting: December 1, 2025 Payment Application #: 2 (Final)

Payment Period: From: October 2, 2025 Through: October 31, 2025

Contract Summary:

Original Contract Amount: \$ 33,800.00
Net Change by Change Orders: \$ 5,850.00
Contract Amount to Date: (line 1 ± 2) \$ 39,650.00

Total Completed and Stored to Date: \$ 39,650.00
Retainage: 5 % of Completed Work: \$ 1,982.50
Total Earned Less Retainage: \$ 37,667.50
Less Previous Applications for Payment: \$ 20,686.25
SUBTOTAL: \$ 16,981.25

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 16,981.25

Balance to Finish, Including Retainage: \$ 1,982.50

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: Visu-Sewer
Signature: [Signature] Firm Name: [Firm Name] Date: 11/21/25

Engineer / Consultant Approval: City of Ankeny
Signature: [Signature] Firm Name: [Firm Name] Date: 11.24.2025

City of Ankeny Staff Approval:
Signature: [Signature] Date: 11/24/25

Submit to: Mark Valmore, PE - Civil Engineer II
E-mail: mvalmore@ankenyiowa.gov Phone Number: 515.963.3521

Date Printed: 11/21/2025

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
	EARTHWORK													
2.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	WATER MAINS AND APPURTENANCES													
5.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Chemical Grouting of Manholes	EA	28.00	6.00	34.00	\$ 975.00	\$ 33,150.00	15.00	\$ 14,625.00	19.00	34.00	\$ 33,150.00	0.00	100.00%
6.02	Encrustation and Scale Removal	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	0.50	\$ 750.00	0.50	1.00	\$ 1,500.00	0.00	100.00%
6.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

7.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRAFFIC CONTROL													
8.01	Traffic Control	LS	1,500.00		1.00	\$ 1,500.00	\$ 1,500.00	0.50	\$ 750.00	0.50	1.00	\$ 1,500.00	0.00	100.00%
8.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01	Mobilization	LS	3,500.00		1.00	\$ 3,500.00	\$ 3,500.00	0.50	\$ 1,750.00	0.50	1.00	\$ 3,500.00	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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	DEMOLITION													
10.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	MISCELLANEOUS													
11.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
12.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 39,650.00

PAY PERIOD = \$ 17,875.00

COMPLETED = \$ 39,650.00

100.00%



www.visu-sewer.com

CITY OF ANKENY
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IA 50023

INVOICE NUMBER: 39572
INVOICE DATE: 11/7/2025

ATTN: MARK VALMORE
RE:

CUSTOMER NO.
JOB NO. 25276M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED THIS PERIOD	TO DATE	AMOUNT
1	CHEMICAL GROUTING OF MANHOLES	34	EA	975.00	15.00	34.00	33,150.00
2	ENCRUSTATION & SCALE REMOVAL	1	LS	1,500.00	0.50	1.00	1,500.00
3	TRAFFIC CONTROL	1	LS	1,500.00	0.50	1.00	1,500.00
4	MOBILIZATION	1	LS	3,500.00	0.50	1.00	3,500.00
							-
							-
							-
							-
							-
							-
							-
							-

PLEASE REMIT TO:

VISU-SEWER, LLC
P.O. BOX 804
PEWAUKEE, WI 53072-0804

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY
BE CHARGED ON ALL PAST DUE ACCOUNTS.

TOTAL WORK COMPLETED	39,650.00
LESS 0% RETAINAGE	
LESS PREVIOUS PAYMENT	21,775.00
TOTAL AMOUNT DUE	17,875.00

Visu-Sewer, LLC

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

Equal Employment Opportunity/Affirmative Action Employer

CERTIFICATE OF COMPLETION

2025 Sanitary Manhole Grouting Project

Ankeny, Iowa

December 1st, 2025

This is to certify that the construction improvements on the **2025 Sanitary Manhole Grouting Project** have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$39,650.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Mark A. Valmore
Civil Engineer II
City of Ankeny
Iowa License Number 21271*

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2025 SANITARY MANHOLE GROUTING PROJECT", 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 2025 SANITARY MANHOLE GROUTING PROJECT

WHEREAS, on the **21st** day of **April**, 2025, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Visu-Sewer, LLC** of **Pewaukee, WI**, for the construction of certain public improvements generally described as the 2025 Sanitary Manhole Grouting Project; 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 **December 1**, 2025:

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

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 \$39,650.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 1st day of December, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

2025 Sanitary Manhole Rehabilitation Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Visu-Sewer, LLC in the amount of \$166,060.00; and c) Final Payment #2 in the amount of \$52,138.52 and Release of Retainage in the amount of \$8,964.20.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

The actions before the Council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Visu-Sewer, LLC. for the 2025 Sanitary Manhole Rehabilitation Project.

The 2025 Sanitary Manhole Rehabilitation 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, and that the final contract amount is \$166,060.00, which includes previously approved change order #1 for \$19,720.00.

2) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2025 Sanitary Manhole Rehabilitation Project and establishes the final contract amount to be \$166,060.00.

3) Final Payment: Visu-Sewer, LLC = \$52,138.52
Retainage Payment: Visu-Sewer, LLC = \$8,964.20

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 2025 Sanitary Manhole Rehabilitation Project.
2. Adopt the Resolution accepting the 2025 Sanitary Manhole Rehabilitation Project with Visu-Sewer, LLC in the final contract amount of \$166,060.00; and
3. Authorize final payment to Visu-Sewer, LLC in the amount of \$52,138.52 and release of retainage payment in the amount of \$8,964.20 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 21, 2025: The council approved a motion to adopt a Resolution accepting the proposal from Visu-Sewer in the amount of \$146,340.00 for the construction of the 2025 Sanitary Manhole Rehabilitation 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. Pay App and Change Order Template - FINAL
2. Payment Invoice - FINAL
3. Certificate of Completion
4. Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2025 Sanitary Manhole Rehabilitation Project
Contractor: Visu-Sewer
Address: W230 N4855 Betker Drive
Finance Budget Code: 650.3650.4452 Finance Project #: 650.4452
Vendor Project #: 25271W-09 Purchase Order #:
Original Contract Date: April 21, 2025 Vendor Account #: 6456

Date of Council Meeting: December 1, 2025 Payment Application #: 2 (Final)

Payment Period: From: September 29, 2025 Through: October 31, 2025

Contract Summary:

Original Contract Amount:	\$	146,340.00	
Net Change by Change Orders:	\$	19,720.00	
Contract Amount to Date: (line 1 ± 2)	\$	166,060.00	
Total Completed and Stored to Date:	\$	165,364.00	
Retainage: 5 % of Completed Work:	\$	8,268.20	
Total Earned Less Retainage:	\$	157,095.80	
Less Previous Applications for Payment:	\$	104,957.28	
SUBTOTAL:	\$	52,138.52	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 52,138.52

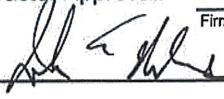
Balance to Finish, Including Retainage: \$ 8,964.20

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: Visu-Sewer

Signature:  Firm Name: _____ Date: 11/21/25

Engineer / Consultant Approval: City of Ankeny

Signature:  Firm Name: _____ Date: 11.24.2025

City of Ankeny Staff Approval:

Signature:  Date: 11/24/25

Submit to: Mark Valmore, PE - Civil Engineer II
E-mail: mvalmore@ankenyiowa.gov Phone Number: 515.963.3521

Date Printed: 11/21/2025

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
	EARTHWORK													
2.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	WATER MAINS AND APPURTENANCES													
5.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole Lining (48" diameter manhole)	VF	881.00	136.00	1,017.00	\$ 145.00	\$ 147,465.00	329.57	\$ 47,787.65	682.63	1,012.20	\$ 146,769.00	4.80	99.53%
6.02	Manhole Lining (60" diameter manhole)	VF	43.00		43.00	\$ 165.00	\$ 7,095.00	43.00	\$ 7,095.00		43.00	\$ 7,095.00	0.00	100.00%
6.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

7.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	TRAFFIC CONTROL													
8.01	Traffic Control	LS	5,500.00		1.00	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00		1.00	\$ 5,500.00	0.00	100.00%
8.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01	Mobilization	LS	6,000.00		1.00	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00		1.00	\$ 6,000.00	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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	DEMOLITION													
10.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	MISCELLANEOUS													
11.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
	CHANGE ORDER ITEMS													
12.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 166,060.00

PAY PERIOD = \$ 66,382.65

COMPLETED = \$ 165,364.00

99.58%

CUSTOMER NO. 5439
JOB NO. 25271W-09

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY
BE CHARGED ON ALL PAST DUE ACCOUNTS.

Page 287 of 595

CERTIFICATE OF COMPLETION

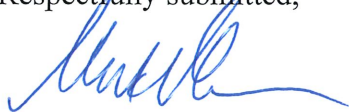
2025 Sanitary Manhole Rehabilitation Project

Ankeny, Iowa

December 1st, 2025

This is to certify that the construction improvements on the **2025 Sanitary Manhole Rehabilitation Project** have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$166,060.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Mark A. Valmore
Civil Engineer II
City of Ankeny
Iowa License Number 21271*

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2025 SANITARY MANHOLE REHABILITATION PROJECT", 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 2025 SANITARY MANHOLE REHABILITATION PROJECT

WHEREAS, on the **21st** day of **April**, 2025, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Visu-Sewer, LLC** of **Pewaukee, WI**, for the construction of certain public improvements generally described as the 2025 Sanitary Manhole Rehabilitation Project; 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 **December 1**, 2025:

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

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 \$166,060.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 1st day of December, 2025.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

The Annual Urban Renewal Report contains the fiscal year 2025 activity for each of the City's urban renewal areas, which include the Ankeny Economic Development Urban Renewal, the Ankeny 1991 Urban Renewal, and the Ankeny Northeast Urban Renewal areas.

This report is required by Iowa Code Section 384.22 and must be submitted to the Iowa Department of Management by December 1 each year.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Annual Urban Renewal Report

RESOLUTION

A RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR URBAN RENEWAL AREAS WITHIN THE CITY OF ANKENY

WHEREAS, HF2460, signed by the Governor of Iowa on May 25, 2012 amended Iowa Code Section 384.22 to require approval and filing of an annual urban renewal report for each urban renewal area within the City of Ankeny; and

WHEREAS, the Administrative Services Director has prepared the annual urban renewal report in the format prescribed by the Iowa Department of Management which contains the information required by Iowa Code Section 384.22 as of June 30, 2025 for the following urban renewal areas:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the annual urban renewal report which contains the information required by Iowa Code Section 384.22 as of June 30, 2025 for the following urban renewal areas are hereby approved:

Ankeny Economic Development Urban Renewal
Ankeny 1991 Urban Renewal
Ankeny Northeast Urban Renewal

BE IT FURTHER RESOLVED that the Administrative Services Director is authorized and directed to file such report with the Iowa Department of Management by December 1, 2025.

PASSED AND APPROVED this 1st day of December, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: ANKENY
Local Government Number: 77G714

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL	77018	16
ANKENY 1991 URBAN RENEWAL	77019	2
ANKENY NORTHEAST URBAN RENEWAL	77080	2

TIF Debt Outstanding: 51,402,010

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	3,369,937	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	7,933,447	
TIF Sp. Revenue Fund Interest:	293,435	
Property Tax Replacement Claims	0	
Asset Sales & Loan Repayments:	0	
Total Revenue:	8,226,882	

Rebate Expenditures:	3,337,427	
Non-Rebate Expenditures:	6,360,900	
Returned to County Treasurer:	0	
Total Expenditures:	9,698,327	

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	1,898,492	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 39,805,191

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL
 UR Area Number: 77018

UR Area Creation Date: 03/1989

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR	770251	770252	138,323,498
ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR	770253	770254	0
ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770655	770656	89,632,481
ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR	770807	770808	0
ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770913	770914	4,993,483
ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR	770915	770916	0
ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770917	770918	4,633,183
ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR	770919	770920	0
ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770921	770922	24,738,825
ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR	770923	770924	0
ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770939	770940	0
ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR	770941	770942	0
ANKENY CITY/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR	770989	770990	2,868,668
ANKENY CITY AG/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR	770991	770992	0
ANKENY CITY/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR	771009	771010	1,091,898
ANKENY CITY AG/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR	771011	771012	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,064,320	841,487,420	887,223,840	290,336,200	0	-467,846	2,018,568,184	0	2,018,568,184
Taxable	764,580	389,968,923	782,335,440	259,388,890	0	-467,846	1,430,914,237	0	1,430,914,237
Homestead Credits									1,081

TIF Sp. Rev. Fund Cash Balance

as of 07-01-2024:	3,373,122	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	6,902,779		
TIF Sp. Revenue Fund Interest:	293,435		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	7,196,214		
Rebate Expenditures:	3,337,427		
Non-Rebate Expenditures:	5,236,411		
Returned to County Treasurer:	0		
Total Expenditures:	8,573,838		

TIF Sp. Rev. Fund Cash Balance

as of 06-30-2025:	1,995,498	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

SW Vintage Parkway

Description:	SW Vintage Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Corporate Woods Drive Railroad Overpass

Description:	Corporate Woods Drive Railroad Overpass
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Oralabor Road Widening

Description:	SE Oralabor Road Widening
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Saylor Creek Tributary Improvements

Description:	Saylor Creek Tributary Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Town Center Area Improvements

Description:	Town Center Area Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

The Toro Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

East First Street/I-35 Interchange Reconstruction

Description:	East First Street/I-35 Interchange Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Magazine Road Extension

Description:	SW Magazine Road Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Denny Elwell Family

Description:	Tax Rebate Agreement
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Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Perishable Distributors of Iowa

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Deere & Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Purfoods

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Woodman Electrical Contractors

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

The District at Prairie Trail Improvements

Description:	The District at Prairie Trail Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway

Description:	SW Prairie Trail Parkway
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Delaware Sanitary Sewer Extension

Description:	SE Delaware Sanitary Sewer Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Des Moines Street Extension

Description:	SW Des Moines Street Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Prairie Trail Plaza Water Management Basin

Description:	Prairie Trail Plaza Water Management Basin
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

Promenade Park Development

Description:	Promenade Park Development
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

SW Irvinedale Drive Reconstruction

Description:	SW Irvinedale Drive Reconstruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Delaware Traffic Signal

Description:	SE Delaware Traffic Signal
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Des Moines Street Trunk Sewer

Description:	SW Des Moines Street Trunk Sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Extension

Description:	SW Plaza Parkway & SW College Avenue Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW Plaza Parkway & SW College Avenue Detention Basins

Description:	SW Plaza Parkway & SW College Avenue Detention Basins
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SE Creekview Drive Drainage & Paving

Description:	SE Creekview Drive Drainage & Paving
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Baker Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SW Prairie Trail Parkway Sidewalk Improvements

Description:	SW Prairie Trail Parkway Sidewalk Improvements
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Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

SW State & SW Magazine Road Intersection

Description:	SW State Street & SW Magazine Road Intersection
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hy-Vee

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Casey's

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SE Hulsizer Road Realignment

Description:	SE Hulsizer Road Realignment
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Ruan Transport Corporation

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Kreg Enterprises

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Ryan Companies

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Mrs. Clarks

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Echo Group

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property

Physically Complete:	Yes
Payments Complete:	No

Taylorred Expressions

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Pet Parents

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Opus Development Company

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Crosswinds Business Park Building

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

SPAL-USA

Description:	Tax Rebate Agreement
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

West 1st Street Widening & Improvements - Phase 2

Description:	West 1st Street Widening & Improvements - Phase 2
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Edged Des Moines

Description:	Tax Rebate Agreement
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	1,506,595
Interest:	0
Total:	1,506,595
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2026

Denny Elwell Family

Debt/Obligation Type:	Rebates
Principal:	194,700
Interest:	0
Total:	194,700
Annual Appropriation?:	No
Date Incurred:	04/02/2012
FY of Last Payment:	2034

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	1,621,250
Interest:	0
Total:	1,621,250
Annual Appropriation?:	No
Date Incurred:	12/19/2011
FY of Last Payment:	2030

Woodman Electrical Contractors

Debt/Obligation Type:	Rebates
Principal:	95
Interest:	0
Total:	95
Annual Appropriation?:	Yes
Date Incurred:	06/03/2013
FY of Last Payment:	2025

Deere & Company

Debt/Obligation Type:	Rebates
Principal:	199,979
Interest:	0
Total:	199,979
Annual Appropriation?:	Yes
Date Incurred:	10/07/2013
FY of Last Payment:	2027

GO Bonds, Series 2015A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	385,000
Interest:	8,181
Total:	393,181
Annual Appropriation?:	No
Date Incurred:	05/28/2015

FY of Last Payment: 2025

GO Bonds, Series 2016B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	665,000
Interest:	20,000
Total:	685,000
Annual Appropriation?:	No
Date Incurred:	05/25/2016
FY of Last Payment:	2026

GO Bonds, Series 2017A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,520,000
Interest:	83,219
Total:	1,603,219
Annual Appropriation?:	No
Date Incurred:	05/31/2017
FY of Last Payment:	2027

Baker Group

Debt/Obligation Type:	Rebates
Principal:	367,804
Interest:	0
Total:	367,804
Annual Appropriation?:	Yes
Date Incurred:	05/16/2016
FY of Last Payment:	2026

Hy-Vee

Debt/Obligation Type:	Rebates
Principal:	428,887
Interest:	0
Total:	428,887
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2025

Perishable Distributors of Iowa

Debt/Obligation Type:	Rebates
Principal:	570,312
Interest:	0
Total:	570,312
Annual Appropriation?:	Yes
Date Incurred:	07/31/2017
FY of Last Payment:	2026

Casey's

Debt/Obligation Type:	Rebates
Principal:	628,918
Interest:	0
Total:	628,918
Annual Appropriation?:	Yes
Date Incurred:	01/15/2018
FY of Last Payment:	2027

GO Bonds, Series 2018A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
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Principal:	2,430,000
Interest:	221,400
Total:	2,651,400
Annual Appropriation?:	No
Date Incurred:	05/30/2018
FY of Last Payment:	2028

The Toro Company

Debt/Obligation Type:	Rebates
Principal:	356,036
Interest:	0
Total:	356,036
Annual Appropriation?:	Yes
Date Incurred:	09/04/2018
FY of Last Payment:	2026

Ruan Transport Corporation

Debt/Obligation Type:	Rebates
Principal:	163,023
Interest:	0
Total:	163,023
Annual Appropriation?:	Yes
Date Incurred:	11/19/2018
FY of Last Payment:	2027

Kreg Enterprises

Debt/Obligation Type:	Rebates
Principal:	860,836
Interest:	0
Total:	860,836
Annual Appropriation?:	Yes
Date Incurred:	12/17/2018
FY of Last Payment:	2028

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,100,000
Interest:	690,450
Total:	5,790,450
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,035,000
Interest:	278,350
Total:	2,313,350
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

Ryan Companies

Debt/Obligation Type:	Rebates
Principal:	1,630,394
Interest:	0
Total:	1,630,394
Annual Appropriation?:	Yes
Date Incurred:	06/01/2020

FY of Last Payment: 2028

Purfoods

Debt/Obligation Type: Rebates
Principal: 60,287
Interest: 0
Total: 60,287
Annual Appropriation?: Yes
Date Incurred: 09/08/2020
FY of Last Payment: 2028

Mrs. Clarks

Debt/Obligation Type: Rebates
Principal: 136,346
Interest: 0
Total: 136,346
Annual Appropriation?: Yes
Date Incurred: 09/21/2020
FY of Last Payment: 2027

Echo Group

Debt/Obligation Type: Rebates
Principal: 830,000
Interest: 0
Total: 830,000
Annual Appropriation?: Yes
Date Incurred: 11/16/2020
FY of Last Payment: 2028

Taylorred Expressions

Debt/Obligation Type: Rebates
Principal: 150,000
Interest: 0
Total: 150,000
Annual Appropriation?: Yes
Date Incurred: 12/07/2020
FY of Last Payment: 2027

Pet Parents

Debt/Obligation Type: Rebates
Principal: 378,000
Interest: 0
Total: 378,000
Annual Appropriation?: Yes
Date Incurred: 03/01/2021
FY of Last Payment: 2028

GO Bonds, Series 2021A

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 4,089,000
Interest: 524,150
Total: 4,613,150
Annual Appropriation?: No
Date Incurred: 06/09/2021
FY of Last Payment: 2028

Opus Development Company

Debt/Obligation Type: Rebates

Principal:	1,056,000
Interest:	0
Total:	1,056,000
Annual Appropriation?:	Yes
Date Incurred:	12/20/2021
FY of Last Payment:	2029

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,630,000
Interest:	252,500
Total:	1,882,500
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2029

Crosswinds Business Park Building 1

Debt/Obligation Type:	Rebates
Principal:	225,000
Interest:	0
Total:	225,000
Annual Appropriation?:	Yes
Date Incurred:	07/15/2019
FY of Last Payment:	2026

SPAL-USA

Debt/Obligation Type:	Rebates
Principal:	1,195,887
Interest:	0
Total:	1,195,887
Annual Appropriation?:	Yes
Date Incurred:	05/01/2023
FY of Last Payment:	2034

GO Bonds, Series 2024A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	370,000
Interest:	107,274
Total:	477,274
Annual Appropriation?:	No
Date Incurred:	06/20/2024
FY of Last Payment:	2034

Edged Des Moines

Debt/Obligation Type:	Rebates
Principal:	1,891,924
Interest:	0
Total:	1,891,924
Annual Appropriation?:	Yes
Date Incurred:	03/03/2025
FY of Last Payment:	2033

Taylorred Expression

Debt/Obligation Type:	Rebates
Principal:	130,000
Interest:	0
Total:	130,000
Annual Appropriation?:	Yes
Date Incurred:	03/03/2025

FY of Last Payment: 2033

Mrs. Clarks

Debt/Obligation Type: Rebates

Principal: 360,000

Interest: 0

Total: 360,000

Annual Appropriation?: Yes

Date Incurred: 03/17/2025

FY of Last Payment: 2033

Non-Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

TIF Expenditure Amount:	27,885
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Vintage Parkway
TIF Expenditure Amount:	158,946
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	175,119
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	31,231
Tied To Debt:	GO Bonds, Series 2015A
Tied To Project:	Promenade Park Development
TIF Expenditure Amount:	285,626
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Vintage Parkway
TIF Expenditure Amount:	13,732
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	43,942
Tied To Debt:	GO Bonds, Series 2016B
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	4,918
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Vintage Parkway
TIF Expenditure Amount:	4,918
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Des Moines Street Trunk Sewer
TIF Expenditure Amount:	16,723
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension
TIF Expenditure Amount:	354,126
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	147,553
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SW Plaza Parkway & SW College Avenue Detention Basins
TIF Expenditure Amount:	4,918
Tied To Debt:	GO Bonds, Series 2017A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	280,204

Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Plaza Parkway & SW College Avenue Extension
TIF Expenditure Amount:	47,156
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Trunk Sewer
TIF Expenditure Amount:	44,423
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	141,241
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	14,238
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW Prairie Trail Parkway Sidewalk Improvements
TIF Expenditure Amount:	74,038
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SW State & SW Magazine Road Intersection
TIF Expenditure Amount:	59,800
Tied To Debt:	GO Bonds, Series 2018A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	1,001,487
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	118,948
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Creekview Drive Drainage & Paving
TIF Expenditure Amount:	37,715
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	SE Hulsizer Road Realignment
TIF Expenditure Amount:	249,300
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Hulsizer Road Realignment
TIF Expenditure Amount:	25,192
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Corporate Woods Drive Railroad Overpass
TIF Expenditure Amount:	109,535
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SE Oralabor Road Widening
TIF Expenditure Amount:	18,854
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Saylor Creek Tributary Improvements
TIF Expenditure Amount:	45,345
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	Town Center Area Improvements

TIF Expenditure Amount:	25,192
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	East First Street/I-35 Interchange Reconstruction
TIF Expenditure Amount:	93,632
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	SW Magazine Road Extension
TIF Expenditure Amount:	345,907
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	15,723
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	188,676
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Magazine Road Extension
TIF Expenditure Amount:	20,964
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SE Delaware Sanitary Sewer Extension
TIF Expenditure Amount:	83,856
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Des Moines Street Extension
TIF Expenditure Amount:	13,103
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Prairie Trail Plaza Water Management Basin
TIF Expenditure Amount:	18,344
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	Promenade Park Development
TIF Expenditure Amount:	48,741
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	East First Street/I-35 Interchange Reconstruction
TIF Expenditure Amount:	416,136
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	SW Irvinedale Drive Reconstruction
TIF Expenditure Amount:	305,713
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Irvinedale Drive Reconstruction
TIF Expenditure Amount:	8,189
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SE Delaware Traffic Signal
TIF Expenditure Amount:	10,918
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Prairie Trail Parkway
TIF Expenditure Amount:	7,279
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Des Moines Street Extension

TIF Expenditure Amount:	5,095
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	SW Des Moines Street Trunk Sewer
TIF Expenditure Amount:	21,109
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Promenade Park Development
TIF Expenditure Amount:	12,738
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Prairie Trail Plaza Water Management Basin
TIF Expenditure Amount:	5,459
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	The District at Prairie Trail Improvements
TIF Expenditure Amount:	52,524
Tied To Debt:	GO Bonds, Series 2024A
Tied To Project:	West 1st Street Widening & Improvements - Phase 2

Rebates For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

825 SW Irvinedale Drive

TIF Expenditure Amount:	261,455
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2030

813 SW Ordinance Road

TIF Expenditure Amount:	95
Rebate Paid To:	JT Works, LLC
Tied To Debt:	Woodman Electrical Contractors
Tied To Project:	Woodman Electrical Contractors
Projected Final FY of Rebate:	2025

825 SW Irvinedale Drive

TIF Expenditure Amount:	64,921
Rebate Paid To:	Deere & Company
Tied To Debt:	Deere & Company
Tied To Project:	Deere & Company
Projected Final FY of Rebate:	2027

5500 SE Delaware Avenue

TIF Expenditure Amount:	160,051
Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

1600 SE Corporate Woods Drive

TIF Expenditure Amount:	244,502
Rebate Paid To:	Bankers Trust
Tied To Debt:	Baker Group
Tied To Project:	Baker Group
Projected Final FY of Rebate:	2026

3210 SE Corporate Woods Drive

TIF Expenditure Amount:	4,352
Rebate Paid To:	Purfoods, LLC
Tied To Debt:	Purfoods
Tied To Project:	Purfoods
Projected Final FY of Rebate:	2028

4150 SE Delaware Avenue

TIF Expenditure Amount:	428,887
Rebate Paid To:	Hy-Vee, Inc.
Tied To Debt:	Hy-Vee
Tied To Project:	Hy-Vee
Projected Final FY of Rebate:	2025

5500 SE Delaware Avenue

TIF Expenditure Amount:	750,116
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Rebate Paid To:	The Toro Company
Tied To Debt:	The Toro Company
Tied To Project:	The Toro Company
Projected Final FY of Rebate:	2026

2741 SE PDI Place

TIF Expenditure Amount:	255,413
Rebate Paid To:	Perishable Distributors of Iowa, LTD
Tied To Debt:	Perishable Distributors of Iowa
Tied To Project:	Perishable Distributors of Iowa
Projected Final FY of Rebate:	2026

1 SE Convenience Boulevard

TIF Expenditure Amount:	163,650
Rebate Paid To:	Casey's Retail Company
Tied To Debt:	Casey's
Tied To Project:	Casey's
Projected Final FY of Rebate:	2027

2005 SE Corporate Woods Drive

TIF Expenditure Amount:	51,610
Rebate Paid To:	Ruan Transport Corporation
Tied To Debt:	Ruan Transport Corporation
Tied To Project:	Ruan Transport Corporation
Projected Final FY of Rebate:	2027

7500 SE Convenience Boulevard

TIF Expenditure Amount:	162,439
Rebate Paid To:	Kreg Enterprises, Inc.
Tied To Debt:	Kreg Enterprises
Tied To Project:	Kreg Enterprises
Projected Final FY of Rebate:	2028

740 SE Dalbey Drive

TIF Expenditure Amount:	34,990
Rebate Paid To:	MCF Operating, LLC
Tied To Debt:	Mrs. Clarks
Tied To Project:	Mrs. Clarks
Projected Final FY of Rebate:	2027

5800 SE Delaware Avenue

TIF Expenditure Amount:	255,929
Rebate Paid To:	Deere & Company
Tied To Debt:	Ryan Companies
Tied To Project:	Ryan Companies
Projected Final FY of Rebate:	2028

915 SE Corporate Woods Drive

TIF Expenditure Amount:	206,100
Rebate Paid To:	Echo Group, Inc.
Tied To Debt:	Echo Group
Tied To Project:	Echo Group
Projected Final FY of Rebate:	2028

1955 SE Oak Drive

TIF Expenditure Amount:	69,563
Rebate Paid To:	Taylor'd Expressions, Inc.
Tied To Debt:	Taylor'd Expressions
Tied To Project:	Taylor'd Expressions
Projected Final FY of Rebate:	2027

1808 SW Magazine Road

TIF Expenditure Amount:	113,609
Rebate Paid To:	Central Bank
Tied To Debt:	Pet Parents
Tied To Project:	Pet Parents
Projected Final FY of Rebate:	2028

7400 SE Convenience Boulevard

TIF Expenditure Amount:	109,745
Rebate Paid To:	Distribution Properties, LLC
Tied To Debt:	Opus Development Company
Tied To Project:	Opus Development Company
Projected Final FY of Rebate:	2029

Jobs For ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL

Project:	Baker Group
Company Name:	Baker Group
Date Agreement Began:	05/16/2016
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	100
Total Annual Wages of Required Jobs:	5,447,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hy-Vee
Company Name:	Hy-Vee
Date Agreement Began:	07/31/2017
Date Agreement Ends:	06/30/2025
Number of Jobs Created or Retained:	209
Total Annual Wages of Required Jobs:	10,641,000
Total Estimated Private Capital Investment:	64,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Perishable Distributors of Iowa
Company Name:	Perishable Distributors of Iowa
Date Agreement Began:	07/31/2017
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	1
Total Annual Wages of Required Jobs:	61,000
Total Estimated Private Capital Investment:	21,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Casey's
Company Name:	Casey's
Date Agreement Began:	01/15/2018
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	101
Total Annual Wages of Required Jobs:	5,916,000
Total Estimated Private Capital Investment:	22,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	The Toro Company
Company Name:	The Toro Company
Date Agreement Began:	09/04/2018
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	3
Total Annual Wages of Required Jobs:	87,000
Total Estimated Private Capital Investment:	11,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Ruan Transport Corporation
Company Name:	Ruan Transport Corporation
Date Agreement Began:	11/19/2018
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	40
Total Annual Wages of Required Jobs:	2,102,000
Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Kreg Enterprises
Company Name:	Kreg Enterprises
Date Agreement Began:	12/17/2018
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	20
Total Annual Wages of Required Jobs:	1,261,000
Total Estimated Private Capital Investment:	34,000,000

Total Estimated Cost of Public Infrastructure:	0
Project:	Ryan Companies
Company Name:	Ryan Companies
Date Agreement Began:	06/01/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	70
Total Annual Wages of Required Jobs:	3,769,000
Total Estimated Private Capital Investment:	20,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Purfoods
Company Name:	Purfoods
Date Agreement Began:	09/08/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	68
Total Annual Wages of Required Jobs:	3,686,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Mrs. Clarks
Company Name:	Mrs. Clarks
Date Agreement Began:	09/21/2020
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	19
Total Annual Wages of Required Jobs:	1,029,000
Total Estimated Private Capital Investment:	5,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Echo Group
Company Name:	Echo Group
Date Agreement Began:	11/16/2020
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	17
Total Annual Wages of Required Jobs:	932,000
Total Estimated Private Capital Investment:	12,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Taylorred Expressions
Company Name:	Taylorred Expressions
Date Agreement Began:	12/07/2020
Date Agreement Ends:	06/30/2027
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	557,000
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Pet Parents
Company Name:	Pet Parents
Date Agreement Began:	03/01/2021
Date Agreement Ends:	06/30/2028
Number of Jobs Created or Retained:	28
Total Annual Wages of Required Jobs:	1,522,000
Total Estimated Private Capital Investment:	6,500,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Opus Development Company
Company Name:	Opus Development Company
Date Agreement Began:	12/20/2021
Date Agreement Ends:	06/30/2029
Number of Jobs Created or Retained:	25
Total Annual Wages of Required Jobs:	1,403,000
Total Estimated Private Capital Investment:	22,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Crosswinds Business Park Building

Company Name:	Crosswinds Business Park Building
Date Agreement Began:	07/15/2019
Date Agreement Ends:	06/30/2026
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	641,000
Total Estimated Private Capital Investment:	7,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	SPAL-USA
Company Name:	SPAL-USA
Date Agreement Began:	05/01/2023
Date Agreement Ends:	06/30/2034
Number of Jobs Created or Retained:	39
Total Annual Wages of Required Jobs:	2,425,000
Total Estimated Private Capital Investment:	23,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Edged Des Moines
Company Name:	Edged Des Moines
Date Agreement Began:	03/03/2025
Date Agreement Ends:	06/30/2033
Number of Jobs Created or Retained:	22
Total Annual Wages of Required Jobs:	1,411,000
Total Estimated Private Capital Investment:	187,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Taylorred Expressions
Company Name:	Taylorred Expressions
Date Agreement Began:	03/03/2025
Date Agreement Ends:	06/30/2033
Number of Jobs Created or Retained:	6
Total Annual Wages of Required Jobs:	384,000
Total Estimated Private Capital Investment:	2,500,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Mrs. Clarks
Company Name:	Mrs. Clarks
Date Agreement Began:	03/17/2025
Date Agreement Ends:	06/30/2033
Number of Jobs Created or Retained:	12
Total Annual Wages of Required Jobs:	743,000
Total Estimated Private Capital Investment:	25,000,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/89 ORIG EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770252
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	174,125,580	540,554,440	191,115,100	0	-127,846	905,358,524	0	905,358,524
Taxable	0	80,694,760	476,153,360	170,680,037	0	-127,846	727,091,561	0	727,091,561
Homestead Credits									309

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	68,153,870	727,091,561	138,323,498	588,768,063	15,556,900

FY 2025 TIF Revenue Received: 3,608,190

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/89 ORIG EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770254
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	03/1989

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	186,490	0	0	0	0	0	186,490	0	186,490
Taxable	133,971	0	0	0	0	0	133,971	0	133,971
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	186,490	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770656
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? No

UR Designation	
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	665,164,040	186,438,900	0	0	-336,000	850,506,440	0	850,506,440
Taxable	0	308,255,640	163,990,168	0	0	-336,000	471,149,308	0	471,149,308
Homestead Credits									768

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	471,149,308	89,632,481	381,516,827	10,080,742

FY 2025 TIF Revenue Received: 2,331,607

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/05 PLAN AMD ONLY 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770808
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? No

UR Designation	
Slum	09/2005
Blighted	09/2005
Economic Development	09/2005

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	75,320	0	0	0	0	0	75,320	0	75,320
Taxable	54,108	0	0	0	0	0	54,108	0	54,108
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	75,320	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770914
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,310,000	24,000,000	0	0	29,310,000	0	29,310,000
Taxable	0	0	4,713,514	21,534,515	0	0	26,248,029	0	26,248,029
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	361,410	26,248,029	4,993,483	21,254,546	533,303

FY 2025 TIF Revenue Received: 125,293

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/12 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770916
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2033

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2012

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	9,710	0	0	0	0	0	9,710	0	9,710
Taxable	6,975	0	0	0	0	0	6,975	0	6,975
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	9,710	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770918
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	62,092,100	0	0	0	62,092,100	0	62,092,100
Taxable	0	0	54,803,639	0	0	0	54,803,639	0	54,803,639
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	37,737,970	24,354,130	4,633,183	19,720,947	521,083

FY 2025 TIF Revenue Received: 118,655

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770920
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	93,740	0	0	0	0	0	93,740	0	93,740
Taxable	67,340	0	0	0	0	0	67,340	0	67,340
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	93,740	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770922
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,197,800	86,378,400	58,321,100	0	-4,000	146,886,800	0	146,886,800
Taxable	0	1,018,523	76,935,244	52,095,308	0	-4,000	130,038,575	0	130,038,575
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	6,587,958	130,038,575	24,738,825	105,299,750	2,642,102

FY 2025 TIF Revenue Received: 619,659

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/18 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770924
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	585,740	0	0	0	0	0	585,740	0	585,740
Taxable	420,780	0	0	0	0	0	420,780	0	420,780
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	585,740	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770940
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/19 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770942
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2019

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	113,320	0	0	0	0	0	113,320	0	113,320
Taxable	81,406	0	0	0	0	0	81,406	0	81,406
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	113,320	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770990
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	16,900,000	0	0	16,900,000	0	16,900,000
Taxable	0	0	0	15,079,030	0	0	15,079,030	0	15,079,030
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	99,190	15,079,030	2,868,668	12,210,362	306,373

FY 2025 TIF Revenue Received: 71,978

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/20 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 770992
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 771010
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2042

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2021

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	6,450,000	0	0	0	6,450,000	0	6,450,000
Taxable	0	0	5,739,515	0	0	0	5,739,515	0	5,739,515
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	36,990	5,739,515	1,091,898	4,647,617	116,615

FY 2025 TIF Revenue Received: 27,397

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY ECONOMIC DEVELOPMENT URBAN RENEWAL (77018)
 TIF Taxing District Name: ANKENY CITY AG/SAYDEL SCH/21 AMD 89 EC DEV TIF INCR
 TIF Taxing District Inc. Number: 771012
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2042

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2021

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL
 UR Area Number: 77019

UR Area Creation Date: 12/1991

UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/91 TIF INCR	770332	770334	19,611,078
ANKENY CITY AG/ANKENY SCH/91 TIF INCR	770333	770532	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	138,342,500	228,872,148	0	0	-152,000	366,601,148	0	366,601,148
Taxable	0	64,111,806	194,811,834	0	0	-152,000	258,310,140	0	258,310,140
Homestead Credits									228

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	-1,047	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	516,006		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	516,006		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	562,375		
Returned to County Treasurer:	0		
Total Expenditures:	562,375		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	-47,416	0	Amount of 06-30-2025 Cash Balance Restricted for LMI

Projects For ANKENY 1991 URBAN RENEWAL

West 1st Street Widening & Improvements

Description:	West 1st Street Widening & Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Uptown Parking Improvements

Description:	Uptown Parking Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Uptown Lighting Fixture Upgrades

Description:	Uptown Lighting Fixture Upgrades
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For ANKENY 1991 URBAN RENEWAL

GO Bonds, Series 2019A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	345,000
Interest:	46,450
Total:	391,450
Annual Appropriation?:	No
Date Incurred:	05/28/2019
FY of Last Payment:	2029

GO Bonds, Series 2020A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	160,000
Interest:	25,700
Total:	185,700
Annual Appropriation?:	No
Date Incurred:	06/09/2020
FY of Last Payment:	2030

GO Bonds, Series 2021A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,360,000
Interest:	241,550
Total:	1,601,550
Annual Appropriation?:	No
Date Incurred:	06/09/2021
FY of Last Payment:	2031

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,280,000
Interest:	247,125
Total:	1,527,125
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2032

GO Bonds, Series 2023B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	225,000
Interest:	59,750
Total:	284,750
Annual Appropriation?:	No
Date Incurred:	06/21/2023
FY of Last Payment:	2033

GO Bonds, Series 2025A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	460,000
Interest:	128,240
Total:	588,240
Annual Appropriation?:	No
Date Incurred:	06/18/2025
FY of Last Payment:	2035

Non-Rebates For ANKENY 1991 URBAN RENEWAL

TIF Expenditure Amount:	80,800
Tied To Debt:	GO Bonds, Series 2019A
Tied To Project:	West 1st Street Widening & Improvements
TIF Expenditure Amount:	32,400
Tied To Debt:	GO Bonds, Series 2020A
Tied To Project:	West 1st Street Widening & Improvements
TIF Expenditure Amount:	226,450
Tied To Debt:	GO Bonds, Series 2021A
Tied To Project:	West 1st Street Widening & Improvements
TIF Expenditure Amount:	170,775
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	West 1st Street Widening & Improvements
TIF Expenditure Amount:	20,700
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	Uptown Parking Improvements
TIF Expenditure Amount:	31,250
Tied To Debt:	GO Bonds, Series 2023B
Tied To Project:	Uptown Parking Improvements

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/91 TIF INCR
 TIF Taxing District Inc. Number: 770334
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1992
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	138,342,500	228,872,148	0	0	-152,000	366,601,148	0	366,601,148
Taxable	0	64,111,806	194,811,834	0	0	-152,000	258,310,140	0	258,310,140
Homestead Credits									228

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	45,073,800	258,310,140	19,611,078	238,699,062	6,307,097

FY 2025 TIF Revenue Received: 516,006

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY 1991 URBAN RENEWAL (77019)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/91 TIF INCR
 TIF Taxing District Inc. Number: 770532
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1992
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	12/1991

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL
 UR Area Number: 77080

 UR Area Creation Date: 10/2010

 UR Area Purpose: See attached plan

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR	770827	770828	19,386,507
ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR	770829	770830	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	633,880	58,943,080	163,225,820	0	0	-8,000	222,729,780	0	222,729,780
Taxable	455,362	27,315,897	142,874,741	0	0	-8,000	170,573,000	0	170,573,000
Homestead Credits									48

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	-2,138	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	514,662		
TIF Sp. Revenue Fund Interest:	0		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	514,662		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	562,114		
Returned to County Treasurer:	0		
Total Expenditures:	562,114		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	-49,590	0	Amount of 06-30-2025 Cash Balance Restricted for LMI

Projects For ANKENY NORTHEAST URBAN RENEWAL

NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive

Description:	NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Community State Bank

Description:	Tax Rebate Agreement
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Interstate 35 and NE 36th Street Interchange Improvements

Description:	Interstate 35 and NE 36th Street Interchange Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For ANKENY NORTHEAST URBAN RENEWAL

GO Bonds, Series 2022A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,700,000
Interest:	1,496,239
Total:	7,196,239
Annual Appropriation?:	No
Date Incurred:	05/25/2022
FY of Last Payment:	2037

Community State Bank

Debt/Obligation Type:	Rebates
Principal:	3,732,139
Interest:	0
Total:	3,732,139
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2038

GO Bonds, Series 2025A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	425,000
Interest:	118,020
Total:	543,020
Annual Appropriation?:	No
Date Incurred:	06/18/2025
FY of Last Payment:	2035

Non-Rebates For ANKENY NORTHEAST URBAN RENEWAL

TIF Expenditure Amount:	562,114
Tied To Debt:	GO Bonds, Series 2022A
Tied To Project:	NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive

Jobs For ANKENY NORTHEAST URBAN RENEWAL

Project:	Community State Bank
Company Name:	Community State Bank
Date Agreement Began:	07/01/2024
Date Agreement Ends:	06/30/2038
Number of Jobs Created or Retained:	5
Total Annual Wages of Required Jobs:	359,000
Total Estimated Private Capital Investment:	22,500,000
Total Estimated Cost of Public Infrastructure:	0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
 TIF Taxing District Name: ANKENY CITY/ANKENY SCH/10 NE ANK TIF INCR
 TIF Taxing District Inc. Number: 770828
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2045

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	58,943,080	163,225,820	0	0	-8,000	222,095,900	0	222,095,900
Taxable	0	27,315,897	142,874,741	0	0	-8,000	170,117,638	0	170,117,638
Homestead Credits									48

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	130,362,003	91,741,897	19,386,507	72,355,390	1,911,832

FY 2025 TIF Revenue Received: 514,662

TIF Taxing District Data Collection

Local Government Name: ANKENY (77G714)
 Urban Renewal Area: ANKENY NORTHEAST URBAN RENEWAL (77080)
 TIF Taxing District Name: ANKENY CITY AG/ANKENY SCH/10 NE ANK TIF INCR
 TIF Taxing District Inc. Number: 770830
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2045

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	633,880	0	0	0	0	0	633,880	0	633,880
Taxable	455,362	0	0	0	0	0	455,362	0	455,362
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	633,880	0	0	0	0

FY 2025 TIF Revenue Received: 0



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025

5:30 PM

Bobbi Bentz, Mayor

Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** approving a Grant Management Policy of the City of Ankeny, Iowa.

ORIGINATING DEPARTMENT

City Manager's Office

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

No legal review required

EXECUTIVE SUMMARY

The proposed Grant Management Policy establishes a uniform, citywide framework for identifying, applying for, accepting, administering, and closing out grant-funded activities. It applies to all City departments and employees and defines “grant” broadly to include funds from federal, state, local, and nonprofit sources, with the City of Ankeny designated as the grantee rather than individual departments. Collectively, the provisions included in the proposed policy increase transparency, clarify roles, and reduce compliance risk across grant lifecycles.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt **RESOLUTION** approving a Grant Management Policy.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Adoption of the policy itself has minimal direct cost. Implementation will primarily utilize existing staff time for standardized review, documentation, and routing. Departments are responsible for maintaining accurate grant budgets and identifying operating funds for any non-grant expenditures.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. RES - Grant Managment Policy
2. Grant management policy 12-1-2025

RESOLUTION

A RESOLUTION APPROVING A GRANT MANAGEMENT POLICY OF THE CITY OF ANKENY, IOWA

WHEREAS, a Grant Management Policy establishes a uniform, citywide framework for identifying, applying for, accepting, administering, and closing out grant-funded activities.

WHEREAS, the policy applies to all City departments and employees and defines “grant” broadly to include funds from federal, state, local, and nonprofit sources, with the City of Ankeny designated as the grantee rather than individual departments.

WHEREAS, the provisions included in the proposed policy increase transparency, clarify roles, and reduce compliance risk across grant lifecycles.

WHEREAS, City staff is recommending adoption of the Grant Management Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposed Grant Management Policy should be and is hereby adopted as the grant management policy of the City, and shall remain in full force and affect until otherwise amended or supplemented by subsequent Council action.

Passed and approved the 1st day of December 2025.

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

Standard Administrative Policy and Procedures Manual

Title: **FINANCIAL POLICY**

Date of Version:

Section: **GRANT MANAGEMENT POLICY**

Resolution No.: **2025-XXXX**

SECTION 1 – GENERAL PURPOSE

It is the policy of the City of Ankeny, Iowa, to seek grant funds from various agencies, entities, organizations, and individuals to reduce City taxpayer burden and to provide services the City Council has determined to be beneficial to the community members of Ankeny. This policy aims to ensure a uniform method of applying for and managing grants, transparency, accountability, and compliance with applicable laws and regulations.

SECTION 2 – SCOPE

All City departments and employees are subject to this Policy. All grants received by the City are subject to this policy.

SECTION 3 – DEFINITION OF “GRANT”

A **“Grant”** (i.e., sponsored program funding, or award) may require performance of specific duties such as budget reports, progress reports, and return of unused funds. In most cases, the recipient must submit an application that outlines criteria such as: the ways the funding will be spent, any work to be performed, and a timeframe for funding utilization. Any funding provided by U.S. Government agencies, at the federal, state, or local level, in support of City activities is treated as a grant. Funding from volunteer/non-profit organizations or associations, such as the Bravo of Greater Des Moines or Prairie Meadows Community Betterment programs, are usually treated as grants and not a gift.

SECTION 4 – PRE-APPLICATION AND ELIGIBILITY

- A. Before any grant is applied for by the City, a review of the grant opportunities to validate the feasibility of undertaking the responsibility of the grant deliverables and requirements shall be conducted.
- B. The City Manager's Office is responsible for reviewing all grant requests by departments to determine approval or a recommendation for approval to the City Council, if necessary.

- C. The City of Ankeny is the Grantee, not the specific department applying for the grant.
- D. Departments will evaluate benefits and costs of grant programs on a case-by-case basis based on the following but not limited to:
 - 1. Purpose of the grant program and its compatibility with identified City goals, plans, and objectives such as:
 - i. Council directed goals,
 - ii. Approved Capital Improvement Plan or similar plan or study such as a transportation master plan, department master plan, etc.,
 - iii. A State or Federal mandate, or
 - iv. Items listed in an approved Budget or similar document.
 - 2. Additional staffing, office space, facilities, supplies, equipment, or operating expenses that will be required if the grant is awarded.
 - i. Human Resources: When the grant provides funds for new positions, departments are to contact Human Resources upon grant award to begin the position classification process.
 - ii. Information Technology: If computer equipment, network connections, or other IT work will be necessary, IT should be contacted during the application process to accurately estimate those requirements and contacted when the grant award is received to schedule installation.
 - 3. Total program or project costs, including portion funded through grant revenues and any required City contribution, both through a cash or in-kind match.
 - 4. Source of funding for any required City share.
 - 5. Legal compliance and audit requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.
- E. If the grant application form is approved by the City Manager's Office, the submitting department may proceed with the grant application process.

SECTION 5 – GRANT PREPARATION AND SUBMISSION

- A. After City Manager approval to proceed, the operating department/department project manager seeking and monitoring the grant is responsible for compiling the grant and following the grant application process.

- B. The City Manager or Mayor must sign all grant applications. The City Manager or Mayor are the only officials authorized to sign grant applications and any associated contracts and agreements on behalf of the City.
- C. **City Council approval/authorization to submit a grant application is required if the following applies:**
 - 1. Grants are equal to or more than fifty thousand (\$50,000) dollars in total valuation of the grant.
 - 2. Grants requiring a match of any amount from the City, either cash or in-kind.
 - 3. The application adds new regular or temporary staffing.
 - 4. The grant creates a new ongoing operational expense such as salaries after the grant period is over.
 - 5. At the conclusion of the grant, there is an ongoing commitment or obligation to continue the program.
 - 6. Grants that require City Council approval or resolution as a requirement of the application.
- D. Preparation of a City Council agenda item for motion or, if required by the grantor, a resolution asking City Council to consider/authorize the submission of the grant application.
 - 1. This motion or resolution may include verbiage to allow for acceptance and appropriation of funds upon grant award.
- E. Provide the grant application and one copy to the City Clerk's Office, prior to the Council meeting, to obtain the designated signature(s) on the application after City Council approval.
- F. Once all applicable signatures are obtained, the City Clerk's Office will return the original signed application to the originating department for submission while retaining one copy.

SECTION 6 – GRANT AWARD AND ACCEPTANCE

- A. Upon grant approval, the City will receive a grant award letter from the funding agency or organization detailing the measures necessary to accept the award. The City should also receive a finalized grant contract which will become a binding agreement pending acceptance.

1. The grant contract and all compliance measures will be reviewed by the department's project manager, department director, and the City Manager's Office to ensure the ability for the City to maintain compliance as required per the contract
 2. Depending on the nature of the contract; the City Manager's Office may also forward the contract to the City Attorney for review.
 3. Finance staff shall also be sent an executed copy of the grant agreement.
- B. If acceptance had not previously been granted by the City Council, the grant must be formally accepted by the City Council before moving to the execution phase.
1. Preparation of a City Council agenda item for motion or, if required by the grantor, a resolution asking City Council to consider/authorize the acceptance of a grant agreement.

SECTION 7 – GRANT EXECUTION, START-UP, AND CLOSE-OUT

- A. Once approval is formally granted, the department is authorized to employ all staff positions approved by the City Council, contract for services with independent contractors, request City services, and purchase supplies and equipment necessary to carry out the services allowed in the grant.
1. Departments are responsible for maintaining accurate grant budgets, and for identifying funding from their operating budgets to offset any grant expenditure.
- B. All City policies, procedures, and requirements outlined in the grant agreement must be followed when expending grant funds.
- C. Upon completion of the grant, the department shall alert the Finance Department as to the close-out requirements for the grant or fulfilment of all deliverables. Comprehensive project records are to be maintained with the department in an accessible manner in the event of a grant audit and associated records provided to the City Clerk's Office as needed throughout the grant cycle.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Consider motion to adopt **RESOLUTION** setting a time and place for a public hearing on the proposed 2026-2030 Capital Improvement Program (date of hrg: 12/15/25 @ 5:30 p.m.).

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

The 2026-2030 Capital Improvement Program serves as a guide for the provision of public improvements and outlines the timing and financing of projects over a five-year period. The capital budget represents a significant portion of the fiscal year 2027 budget and includes the costs associated with the 2026 capital projects, the first year of the 2026-2030 Capital Improvement Program.

Additional information and detailed project descriptions will be provided in the agenda packet for the December 15, 2025, City Council meeting.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend setting a time and place for a public hearing on the proposed 2026-2030 Capital Improvement Program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The 2026-2030 Capital Improvement Program was presented and reviewed by the City Council at the November 3, 2025, November 10, 2025 and November 24, 2025 Council Action Planning Sessions.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Notice of public hearing will be published in the Des Moines Register on December 5, 2025.

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Notice of Public Hearing

RESOLUTION

A RESOLUTION SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED 2026-2030 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, City staff has prepared the 2026-2030 Capital Improvement Program; and

WHEREAS, City Council now deems it necessary to provide for notice and hearing before adoption of the 2026-2030 Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the said hearing on the proposed 2026-2030 Capital Improvement Program is hereby set to commence at 5:30 P.M., on the 15th day of December 2025, in the City Council Chambers at the Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa. The City Clerk is hereby authorized and directed to publish notice of such hearing at the time and in the manner required by law.

PASSED AND APPROVED this 1st day of December, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON THE PROPOSED 2026-2030 CAPITAL IMPROVEMENT
PROGRAM**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will meet in the City Council Chambers at the Ankeny Kirkendall Public Library, 1250 SW District Drive, in the City of Ankeny, Iowa, at 5:30 P.M. on the 15th day of December 2025, at which time and place the City Council will hold a public hearing on a proposed resolution approving the 2026-2030 Capital Improvement Program.

All interested persons may appear at the public hearing and at such time and place the Ankeny City Council will consider any objections to the proposed resolution described above and give all interested persons an opportunity to be heard. This notice is given by order of the City Council of the City of Ankeny, Iowa.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 5th day of December, 2025



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, 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

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ord 2244 Consider motion to accept third consideration of ORDINANCE 2244, an Ordinance amending Chapter 167 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Vegetation Height Restrictions, sending it on its final passage and publication as required by law.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL
No legal review required.

EXECUTIVE SUMMARY

Chapter 167 currently establishes the duty to control noxious weeds, a 12-inch maximum vegetation height, City abatement after 5-day notice, and cost recovery/assessment procedures. Existing height exceptions are limited primarily to agricultural crops.

Following public forum comments at the August 18, 2025, City Council meeting, staff were made aware that there were certain height exclusion items not originally included in the City's code that are now recommended to be included.

City Staff's proposed amended ordinance modernizes the chapter by:

- Replacing **167.02** to reaffirm the 12-inch height limit and clarify applicability to “grass, weeds, volunteer/weed trees, or other vegetation.”
- Replacing **167.04** with a comprehensive, practical list of exceptions (landscaping trees/shrubs; erosion control areas; wooded tracts >1 acre; educational plots; gardens; approved streetscapes; public agency lands; conservation easements; native planting areas), plus maintenance best practices and allowance for controlled burns with Fire Department permits. It also clarifies that noxious weeds remain prohibited under Iowa Code Chapter 317 and limits plantings in the public right-of-way.

The proposed amendments would clarify standards of height exceptions and improve enforceability by reducing disputes and staff time by specifying what is allowed, where, and under what conditions (e.g., gardens, native plantings, wooded areas).

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to accept third consideration of ORDINANCE 2244.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

No material change is anticipated. Enforcement continues under existing processes, with costs recoverable via assessment where the City performs abatement after notice.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Amended Chapter 167 Ordinance Final 11-2025

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 167 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO VEGETATION HEIGHT RESTRICTIONS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Section 167.02 Vegetation Height Restrictions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

167.02 VEGETATION HEIGHT RESTRICTIONS.

It shall be the duty of each owner or each person in the possession or control of any lands lying within the City to keep such land free from weeds, vines, brush or other vegetation when such growth constitutes a health, safety or fire hazard, even though such weeds, vines, brush or other vegetation do not fall within the definition of noxious weeds under the provisions of Chapter 317 of the Code of Iowa. No person shall allow or permit grass, weeds, volunteer/weed trees, or other vegetation to grow upon their property to a height in excess of twelve (12) inches. All grass or weeds or other vegetation exceeding such height restrictions may be cut or eliminated by the City after giving five days' written notice to the owner or occupant of such property. Such notice may be mailed, by ordinary mail, to the owner's last address, no less than five (5) days prior to the required action. A failure to receive such notice shall not be deemed to be a defense to any assessment certified under this section.

SECTION 2. SECTION MODIFIED: That Section 167.04 Exceptions to Height Restrictions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

167.04 EXCEPTIONS TO HEIGHT RESTRICTION.

The following shall be exceptions to the requirements of Section 167.02

1. Trees And Shrubs: The use of trees and shrubs for landscaping purposes.
2. Erosion Control: Areas planted to offset and control any soil loss problems, both occurring or predicted, including areas along waterways and edges of lakes, ponds, and stormwater retention/detention facilities.
3. Wooded Areas: All areas that are predominately wooded and over one acre in size.
4. Educational Programs: Any areas designated for educational studies.
5. Gardens: Areas dedicated to growing fruits or vegetables for personal consumption or to growing flowers, native plants, ornamental grasses, ground covers, shrubs, and similar plants which are cultivated and/or mulched to remain free of weeds, grassy weeds, or volunteer plants. Vegetation in gardens shall not be allowed to grow onto adjacent property. Fruit and vegetable gardens are prohibited within the public right of way. Landscaping such as flowers, plants, and grasses shall not be allowed within the public right of way. There shall be no compensation by the city to the property owner for any damage to or removal of such items placed within the public right of way.
6. Streetscapes: Plantings within the public right of way that are part of a planned city streetscape or a landscape plan submitted and approved as part of a development permit.

7. Land owned or managed under the jurisdiction of federal, state, county, city, or local agencies provided they do not constitute a nuisance under this Code.
8. Legally recorded and recognized conservation easements provided they do not constitute a nuisance under this Code.
9. Native Planting Areas: Areas of native plant species on any parcel, provided they do not constitute a nuisance under this Code. Native plants/vegetation means any indigenous plant species found in the state's prairies, excluding any noxious weeds.

As a best management practice, all vegetation, other than trees and shrubs, should be cut at least once annually to a height no greater than ten inches (10"). Vegetation means any plant life upon private property that is not a part of a conservation easement or that was planted for erosion control purposes and is not an agricultural crop such as gardens and typical cropland production. As an alternative to cutting, native planting areas (see exceptions at subsections 7, 8, and 9 of this section) on both private and public property may be maintained by controlled burning with an approved permit from the city's fire department.

This section shall not be construed so as to permit the growing of noxious weeds as defined in Iowa Code Chapter 317.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this ____ day of _____ 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2025

1st Con _____
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Ord 2245 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the Crosswinds Business Park Planned Unit Development, PUD zoning.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL

EXECUTIVE SUMMARY

City Staff is requesting that City Council initiate a rezoning from PUD, Planned Unit Development to PUD, Planned Unit Development, for an amendment to the Crosswinds Business Park PUD and waive the requirement for notification through on-site signage based upon the size and perimeter of the site.

The rezoning is comprised of approximately 444 acres (+/-), and is generally located south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of NE 54th Avenue (County). The Crosswinds Business Park PUD was originally approved by the City Council on October 10, 2008. Through administering the PUD, as originally approved the last 17 years, it has become apparent that certain amendments are needed for the PUD's continued development. The proposed changes include:

- Addition of data centers as an allowable use in a designated area
- Addition of electrical substations as an allowable use in a designated area
- Broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions

If the City Council chooses to initiate this rezoning, a public hearing will be set at a future Plan & Zoning Commission meeting. The proposed amendment would then follow the typical rezoning procedures, including notice to surrounding property owners, public hearing and recommendation from the Commission, as well as notice, public hearing and action from the City Council.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On October 21, 2025 the Plan and Zoning Commission recommended City Council approve the request to amend the Crosswinds Business Park PUD zoning.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on October 7, 2025.

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2245.

ATTACHMENTS

1. Ordinance
2. PZ Minutes
3. Staff Report
4. Economic Development Director Memo
5. Community Development Director Memo
6. Crosswinds Business Park PUD - Amended
7. Final PUD Book
8. Exhibit E
9. Aerial Map
10. Zoning Map
11. Future Land Use Map

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, TO AMEND THE CROSSWINDS BUSINESS PARK PLANNED UNIT DEVELOPMENT, PUD ZONING

WHEREAS, on the 7th day of October, 2025, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 21st day of October, 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 amend the Crosswinds Business Park Planned Unit Development, PUD zoning; and

WHEREAS, on the 17th day of November, 2025, after due notice and hearing required by law, the City Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

7923-06-300-008 -EX E 210F S 416F & W 150F E 360F S 367F- SW FRL 1/4 LYG S & E OF RY LESS RD SEC 6-79-23; 7923-06-300-009 BEG 50F N & 210F W OF SE COR THN N 317F W 150F S 317F E 150F TO POB SW FRL 1/4 SEC 6-79-23; 7923-06-300-010 E 210F S 416F SW FRL 1/4 LESS RD SEC 6-79-23; 7923-06-400-025 -EX PARCEL I BK 8629 PG 421 BEG 1327.15F E & 779.03F N OF S 1/4 COR SEC 6 THN W 845.01F NE 566.28F E 761.81F S 541.67F TO POB- SW 1/4 SE 1/4 LYING SW OF CORPORATE WOODS DR LESS RY & RD SEC 6-79-23; 7923-06-400-026 BEG 202.7F N OF SE COR THN NWLY 771.51F NW 37.31F E TO E LN S TO POB SW 1/4 SE 1/4 SEC 6-79-23; 7923-07-200-001 -EX E 478.5F- N 1/2 NE 1/4 LESS RD SUBJ TO DRAIN EAS SEC 7-79-23; 7923-07-100-008 -EX COM W 1/4 COR THN E 1299.81F NW 845.77F E 113.55F TO BEG THN NW 557F NE 515.22F SE 231.44F SE 330.78F SE 507.37F W500.63F TO POB- NWFR1/4 LYG E OF RR ROW & E OF I-35 & N OF S LN OF N33A OF S 1/2 LESS RD SEC 7-79-23; 7923-07-100-009 S 54.25A NW FRL 1/4 E OF I 35 SEC 7-79-23; 7923-07-200-003 S 1/2 NE 1/4 LESS 1.81A RD SEC 7-79-23. 7923-07-400-001 N 1/2 SE 1/4 LESS 1.81A RD SEC 7-79-23; 7923-07-300-011 NE 1/4 SW FRL 1/4 E OF I 35 SEC 7-79-23; 7923-07-400-002 SW 1/4 SE 1/4 LESS 1 A RD SEC 7-79-23; 7923-07-400-003 SE 1/4 SE 1/4 LESS 2.44A RD SEC 7-79-23; 7923-06-630-014 ROAD BALANCE LYING S & E OF RR ROW SW FRL 1/4 SEC 6-79-23; 7923-07-610-011 BALANCE LYG E OF UP RY NW FRL 1/4 SEC 7-79-23; 7923-07-610-005 S 17F N 50F E 705F & BEG 702.6F W OF NE COR THN S33F SW425.8F TO RY ROW NE 299.1F E202.1F TO POB NE 1/4 NW 1/4 SEC 7-79-23; 7923-06-640-008 S 33F RD EAS SW 1/4 SE 1/4 SEC 6-79-23; 7923-07-620-001 BAL NE 1/4 SEC 7-79-23; 7923-06-640-005 BEG SE COR THN W 393.77F N 50F NELY 223.36F NE 8.42F NE 61.39F NWLY 611.75F NW 73.39F E 78.75F SE 37.31F SELY 771.51F S 202.7F TO POB SW 1/4 SE 1/4 SEC 6-79-23; 7923-06-640-009 BEG 316.33F W SE COR THN W TO SW COR N 202.70F SELY ALNG CRV 603.59F E 440.60F S TO POB SE 1/4 SE 1/4 SEC 6-79-23; 7923-07-610-006 COM SW COR THN E1299.81F NW 845.77F E 113.55F TO BEG THN NW557F NE515.22F SE 231.44F SE 330.78F SE 507.37F W 500.63F TO POB NW FRL 1/4 SEC 7-79-23; 7923-07-610-007 COM SW COR OF SEC THN E ALNG S LN 1536.6F TO CNT LN OF I 35 N ALNG CNT LN 757.61F NLY 560.97F E TO PRESENT ELY ROW LN 128.28F & POB THN NLY ALNG ELY ROW LN 302.97F NWLY 1104.56F NE 320.58F NW 474.62F E 438.7F SE 367.67F SW 271.45F SW 217.97F SE 1220.12F SW 179.93F TO POB W 1/2 SEC 7-79-23; 7923-07-640-001 BALANCE SE 1/4 SEC 7-79-23; AND, EXCLUDING THAT PORTION OF RIGHT-OF-WAY THAT DOES NOT SHARE A COMMON

BOUNDARY WITH OTHER PROPERTIES IN THE CROSSWINDS PUD.

AND

LOT 1 HOUSBY ANKENY PLAT 1

LAYMAN'S DESCRIPTION:

Approximately 444-acres (+/-) located south of south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of NE 54th Avenue (County).

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property as requested by City Staff, from PUD, Planned Unit Development, to PUD, Planned Unit Development.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

1st Con _____ **(Public Hearing)**
2nd Con _____
3rd Con _____

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, October 7, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the October 7, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Randy Weisheit, Glenn Hunter, Todd Ripper, Lisa West and Phil Tuning.

Absent: Trina Flack.

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

Chair Ted Rapp shared that former Ankeny Mayor Merle Johnson has passed away. T.Rapp expressed his appreciation for Merle Johnsons' service and countless contributions to the City of Ankeny.

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the October 7, 2025 agenda without amendments. Second by P.Tuning. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

Item #4. Request by City staff to amend the Crosswinds Business Park PUD, Planned Unit Development Zoning

Staff Report: J.Heil reported that at the request of City staff, the City Council initiated a potential rezoning to amend the Crosswinds Business Park PUD, Planned Unit Development. He stated that the subject rezoning is comprised of approximately 444 acres and is generally located south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of SE 90th Street/NE 54th Avenue. Surrounding properties to the north are zoned R-1, Corporate Woods Business Park PUD and C-2, and properties to the east are zoned Rural Residential (Polk County). Properties to the south are zoned R-1, and I-80 Commerce Center PUD, and properties to the west are zoned Heavy Industrial District (Polk County). He stated that the Crosswinds Business Park PUD was originally approved by the City Council on October 10, 2008 and shared staff's opinion that certain amendments are needed for the PUD's continued development. The following proposed changes include:

1. Addition of data centers as an allowable use in a designated area; and
2. Addition of electrical substations as an allowable use in a designated area. The parcels below are affected by this recommended:
 - Outlot V Crosswinds Business Park Plat 1
 - Outlot Y Crosswinds Business Park Plat 1
 - Outlot Z Crosswinds Business Park Plat 1
 - The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.
3. Broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions:
 - Manufacturing, assembly, compounding, processing and packaging with the exception of the following products/materials:
 - a. Acid
 - a. Cement, Lime, Gypsum and Plaster of Paris

- b. Explosives
- c. Fertilizer
- d. Gas
- e. Glue
- f. Rubber
- g. Or other similar hazardous products/materials or processes.

J.Heil shared that City staff have met with five separate owners, comprising 74% of the land area within the Crosswinds Business Park PUD, regarding the proposed changes to the PUD. None of the property owners objected to the proposed changes and welcomed the greater flexibility. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on October 21, 2025.

G.Hunter said the original PUD did not exclude the substation and inquired why it is being added. E.Carstens stated that it was not specifically listed as an allowable use, which leaves it up to interpretation. He then further provided details of why staff felt it was appropriate to have it listed in the PUD, specifically for these parcels.

G.Hunter said he understands that technology is changing, but asked if the substation operates by cooling water. T.Rapp commented that the previously approved substation to the south does not. T.Rapp noted that he prefers the format of excluding uses rather than trying to list everything allowed in the PUD. There was no one in the audience to speak for or against the request.

Motion by G.Hunter to close the public hearing and receive and file documents. Second by T.Rapp. All voted aye. Motion carried 6 – 0.

Chair Ted Rapp shared that the item will come back to the Commission on October 21, 2025. City Staff will present their report and the Commission will deliberate and make a recommendation to the City Council.

**Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, October 21, 2025
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa**

CALL TO ORDER

Chair Ted Rapp called the October 21, 2025 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the October 21, 2025 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS

Item #6. Request by City staff to amend the Crosswinds Business Park PUD, Planned Unit Development Zoning

Staff Report: J.Heil reported that City staff is requesting to amend the Crosswinds Business Park PUD, Planned Unit Development. He shared that the PUD was originally zoned in 2008 and is comprised of approximately 444 acres. It is generally located south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of SE 90th Street/NE 54th Avenue. He noted the zoning for the surrounding properties and presented the Future Land Use Map for the area. J.Heil stated that staff's opinion is that certain amendments are needed for the PUD's continued development. He shared the changes being proposed include the addition of data centers and electrical substations as an allowable use in a designated area; and broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions. He said that during the public hearing there were brief discussions between the Commission and staff about electrical substations being their own allowed use. No one in the audience spoke for or against the request. J.Heil shared that City staff have met with five separate property owners, comprising of 74% of the land area within the Crosswinds Business Park PUD, regarding the proposed changes to the PUD and none of the property owners objected to the proposed changes, and welcomed the greater flexibility. He said that it is in staff's opinion that the proposed amendments to the Crosswinds Business Park PUD provide greater flexibility and clarification on allowable uses but does not revise the original vision and intent of the development. Staff recommends the Plan and Zoning Commission recommend City Council approval of the request by City staff, to amend the Crosswinds Business Park PUD, Planned Unit Development zoning.

Motion by T.Flack to recommend City Council approval of the request by City staff, to amend the Crosswinds Business Park PUD, Planned Unit Development zoning. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

Agenda Item: Crosswinds Business Park PUD Amendment
Report Date: October 16, 2025
Prepared by: Jake Heil
Associate Planner

ETC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by City staff, to amend the Crosswinds Business Park PUD, Planned Unit Development zoning.

Discussion

At the request of City staff, the City Council initiated a potential rezoning to amend the Crosswinds Business Park PUD, Planned Unit Development. The subject rezoning is comprised of approximately 444 acres (+/-), and is generally located south of SE Corporate Woods Drive, east of Interstate 35, west of SE Four Mile Drive and north of SE 90th Street/NE 54th Avenue (County). Surrounding properties to the north are zoned R-1, One-Family Residence District, Corporate Woods Business Park PUD and C-2, General Retail, Highway-Oriented, and Central Business Commercial District, properties to the east are zoned Rural Residential (Polk County), properties to the south are zoned R-1, One-Family Residence District and I-80 Commerce Center PUD, and properties to the west are zoned Heavy Industrial District (Polk County).

The Crosswinds Business Park PUD was originally approved by the City Council on October 10, 2008. Through administering the current PUD, the last 17 years, it is staff's opinion that certain amendments are needed for the PUD's continued development. The proposed changes include:

1. Addition of data centers as an allowable use in a designated area:

Data Centers; Data Centers may include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building. Data Centers are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:

- o Outlot V Crosswinds Business Park Plat 1
- o Outlot Y Crosswinds Business Park Plat 1
- o Outlot Z Crosswinds Business Park Plat 1
- o The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

2. Addition of electrical substations as an allowable use in a designated area:

Electrical Substation; These uses will be screened from public rights-of-way and adjoining properties by a combination of landscaping and earthen berms. These berms shall be a minimum of six (6) feet above grade and shall be planted with trees and shrubs to create a Type 'C' screen. Electrical Substations are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:

- o Outlot V Crosswinds Business Park Plat 1
 - o Outlot Y Crosswinds Business Park Plat 1
 - o Outlot Z Crosswinds Business Park Plat 1
 - o The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.
3. Broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions:

Manufacturing, assembly, compounding, processing and packaging with the exception of the following products/materials:

- a. Acid
- b. Cement, Lime, Gypsum and Plaster of Paris
- c. Explosives
- d. Fertilizer
- e. Gas
- f. Glue
- g. Rubber
- h. Or other similar hazardous products/materials or processes.

It is important to note that with these changes; the allowable use table was updated to reflect the additional uses of data center and electrical substation, showing both as additional review required, and Exhibit E was added to the PUD book, mapping the areas where data center and electrical substation uses were limited to.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed amendments to the Crosswinds Business Park PUD on October 7, 2025. During the public hearing, the Commission asked for more clarification on electrical substations being their own allowed use, this was answered by staff during the meeting and can be found in the meeting minutes. Otherwise, there were no public comments during the public hearing.

Summary

City staff has met with five separate owners, comprising 74% of the land area within the Crosswinds Business Park PUD, regarding the proposed changes to the PUD. None of the property owners objected to the proposed changes and welcomed the greater flexibility. It is in staff's opinion that the proposed amendments to the Crosswinds Business Park PUD provide greater flexibility and clarification on allowable uses but does not revise the original vision and intent of the development. Therefore, staff recommends the Plan and Zoning Commission recommend City Council approval of the request by City staff, to amend the Crosswinds Business Park PUD, Planned Unit Development zoning.

Derek Lord

Economic Development Director
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dlord@ankenyiowa.gov

MEMORANDUM

TO: Eric Jensen – Community Development Director

DATE: September 2, 2025

RE: Crosswinds PUD Amendment – Property Owner Feedback

The Crosswinds Planned Unit Development (PUD), located east of Interstate 35, north of SE 90th Street, west of SE Four Mile Drive, and south of SE Corporate Woods Drive on the City's southeast side, consists of approximately 444 total acres and includes eleven different property owners.

In August 2025 I spoke with five separate property owners, representing 326 acres, or approximately 74% of the land area, within the PUD about the following proposed changes to the PUD:

- Addition of data centers as an allowable use in a designated area
- Addition of electrical substations as an allowable use in a designated area
- Broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions

None of the property owners I spoke to objected to these proposed modifications to the PUD. Several did not realize the limitations in the types of materials that could be manufactured, assembled, compounded, processed and packaged and welcomed the greater flexibility.

Eric C. Jensen, AICP

Community Development Director

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MEMORANDUM

TO: Honorable Mayor and City Council

DATE: September 15, 2025

RE: Crosswinds PUD Amendment – Council Initiation

ACTION REQUESTED:

That the City Council initiate the rezoning process for an amendment to the Crosswinds Planned Unit Development (PUD) and waive the requirement for notification through on-site signage based upon the size and perimeter area of the site.

INFORMATION:

The original Planned Unit Development Zoning Classification for Crosswinds was adopted by the City Council on October 10th, 2008, (Ordinance No. 1629). Through administering the PUD as originally established for the subsequent 17 years, it has become apparent that certain amendments to the PUD regulations are in order. The Ordinance that will be presented to the Public, the Plan and Zoning Commission and the City Council, if the Council chooses to initiate these proceedings, will update the PUD document to adjust the list of allowable uses. The proposed changes include:

- Addition of data centers as an allowable use in a designated area
- Addition of electrical substations as an allowable use in a designated area
- Broadening the allowable products that can be manufactured, assembled, compounded, processed and packaged, with a list of exceptions

In summary, the first two bullet points propose to allow data centers, and electrical substations to serve them, on certain parcels within the Crosswinds development. Additionally, the third bullet point more clearly defines the language regarding certain allowable uses of the existing PUD. It is staff's opinion that the changes do not revise the original vision and intent of the development.

The Planned Unit Development area encompasses approximately 444 total acres and extends from SE Corporate Woods Drive southward to SE 90th Street and from Interstate 35 eastward to SE Four Mile Drive. There are eleven different property owners within the Crosswinds PUD and as noted in the attached Memo from the City's Economic Development Director, Derek Lord, he has spoken with five of the property owners representing 326 acres, or 74% of the total land area of the PUD and none expressed any concerns over the proposed changes. Additionally, these property owners, as well as those owners within 250 feet of the boundary of the PUD area will be notified by mail of both Public Hearings to be held by the Plan and Zoning Commission and the City Council respectively.

This initiation request also includes a waiver of the requirement for the City to place notice signs along the boundaries of the property. As mentioned, the PUD encompasses over 400 acres and it also includes more than three miles of major street frontage – the cost of signage would be prohibitive.

Crosswinds

Business Park

PLANNED UNIT DEVELOPMENT AMENDMENT

Amended on:

Approved on: November 17, 2008

CROSSWINDS PLANNED UNIT DEVELOPMENT

1. Purpose

The Crosswinds Planned Unit Development is intended to establish an integrated commercial and conservation development that utilizes both low-impact and conservation style techniques. The Crosswinds Planned Unit Development produces a cohesive architectural style through a sustainable approach, utilizing natural and native Iowa materials whenever possible. *The Crosswinds Master Plan & Design Concepts Manual* (Exhibit A) will provide guidance and reference for this Planned Unit Development. *The Crosswinds Master Plan & Design Concepts Manual* was prepared by RDG Planning & Design, Economics Research Associates, Conservation Design Forum, Civil Design Advantage and Engineering Alliance under the direction of the individual property owners and the City of Ankeny.

2. Size

The Crosswinds Planned Unit Development encompasses approximately 444 acres and is located generally east of Interstate 35, north of SE 90th Street, west of SE Four Mile Drive and south of SE Corporate Woods Drive. Crosswinds is expected to develop in three phases. The first phase is anticipated to be built-out in 2015, the second phase is proposed to be built-out in 2020 and the remaining phase is proposed to be built-out in 2030. The proposed phases are based upon a combination of infrastructure expansion and market estimates.

3. Application and Approval

- A. The initial establishment of the Crosswinds Planned Unit Development shall follow the current application and adoption processes as identified in Ankeny Municipal Code Section 192.18, with the exceptions noted herein.
- B. This document and its references shall serve as the guiding regulations for review and approval of future phases within the Crosswinds Planned Unit Development. Future phases within the Crosswinds Planned Unit Development must be in general conformance with *The Crosswinds Master Plan & Design Concepts Manual*, in addition to other documents required by this Ordinance. The Master Plan illustrates the distribution of general land uses throughout the project area based upon verifiable market analysis included within *The Crosswinds Master Plan & Design Concepts Manual*. Exhibit B provides examples of the distribution of uses and phasing patterns that are possible within the Crosswinds development, however this exhibit is intended to be illustrative only and not restrictive to other phasing and land use location opportunities.
- C. Each proposed development site will be required to submit a Site Plan in conformance with the Planned Unit Development and in general conformance with *The Crosswinds Master Plan & Design Concepts Manual*. A Neighborhood Plan shall be utilized to establish the specific location and design of the uses within the development area, the mix of uses, public spaces, streets, the location and design criteria for special features, architectural elements, and other information necessary to communicate that the overall development conforms to the intent of the Crosswinds

Planned Unit Development included in this plan and its attachments. The Neighborhood Plan shall include a narrative describing the timing of development within each phase; a statement of intent regarding ownership and maintenance of public land and improvements, and common private land and improvements; as well as the applicant's summary of the plans conformance to the general principals and design philosophy within the Crosswinds development.

In addition to the specific Crosswinds development criteria as noted above, the Neighborhood Plan shall include all items and follow the process as outlined within Ankeny Municipal Code Chapter 200, Preliminary Plat.

If substantial modifications are proposed, as defined in Ankeny Municipal Code Section 192.18, to the Crosswinds Planned Unit Development or to *The Crosswinds Master Plan & Design Concepts Manual* then an amendment to the Planned Unit Development must be approved by the City Council prior to any other approvals. If the Neighborhood Plan varies from the original scope of land uses, a new market assessment and/or justification for these variations may be required.

- D. A Final Plat for all or a portion of each phase is required prior to the issuance of any building permit within that phase or portion thereof. The Director of Planning and Building shall be responsible for the review of Final Plats regarding their conformance with the approved *Crosswinds Master Plan & Design Concepts Manual* and the Crosswinds Planned Unit Development. Once conformance is determined, the City Council shall approve final plats by resolution.
- E. Articles of incorporation and/or covenants for the ongoing maintenance and/or operation of all common elements shall be created during the Neighborhood Plan process. Subsequent phases will include additional articles of incorporation and/or covenants for the maintenance and/or operation of common elements or will be associated with each Final Plat process as applicable. Association responsibilities may include, but are not limited to, green infrastructure, gateways, entry signage, trails, the icon area, and landmarks.
- F. Building plans for all buildings and structures constructed within the Crosswinds Planned Unit Development shall conform to the architectural standards established by *The Crosswinds Master Plan & Design Concepts Manual* and as identified within the Crosswinds Planned Unit Development. The Director of Planning and Building shall review the site plans prior to approval for conformance with the standards of this Planned Unit Development and for general conformance with *The Crosswinds Master Plan & Design Concepts Manual*. The Director of Planning and Building shall have the authority to administratively approve site plans found to be in conformance and consistent with the Neighborhood Plan.

4. Crosswinds Master Plan – Background

- A. The City of Ankeny contracted with William Ludwig, William Ludwig Associates, in 2004 to provide an initial Land Use Study of 800 acres of property, including the Crosswinds development

area. This study was prompted by the construction of the Corporate Woods Drive interchange on Interstate 35. Ludwig's study was completed in October, 2004 and provided conceptual layouts entitled Silverthorne and Corporate Woods Business Park. The Silverthorne development was a conceptual Planned Residential Community and Corporate Woods Business Park was a conceptual mixture of commercial, office, warehouse, flex space, and retail.

- B. In 2006, the City of Ankeny partnered with the property owners to create a master plan for the Crosswinds development site. At that time the property totaled 471 acres and now, with the requested removal of a portion of the Silver land holdings, totals approximately 444 acres. In December, 2006, RDG Planning & Design was selected to create the master plan document for the Crosswinds development. The individual property owners and the City of Ankeny provided input throughout the master planning process.
- C. A three-day charrette was held in February 2007 to gather input and to provide a design for the Crosswinds master plan. Over the next ten months the Crosswinds master plan was further refined through several stakeholder meetings and input from surrounding property owners. The *Crosswinds Master Plan & Design Concepts Manual* was then finalized in November 2007. The Plan and Zoning Commission recommended approval of the Manual on January 8, 2008, followed by City Council approval on February 4, 2008.
- D. Some of the main design elements that came out of the master planning effort were the use of green infrastructure to treat, infiltrate and detain storm water in naturalized areas. Sustainable development techniques, limited grading and consistent architecture also emerged from the coordinated effort between the City of Ankeny, RDG Planning & Design, and the individual property owners.
- E. *The Crosswinds Master Plan & Design Concepts Manual* shall be utilized in conjunction with the Crosswinds Planned Unit Development plan to guide the development of future phases of the Crosswinds development.

5. Guiding Land Use Criteria

It is important to note that flexibility is an integral component in the planning and development of the Crosswinds Business Park. Flexibility has been incorporated into this Planned Unit Development Ordinance as illustrated in Exhibit B. Through this Planned Unit Development, future developers have the ability to mix land use areas and precincts to create a vibrant and exciting mix of uses for each phase or component of their development. Guiding criteria that will direct the review and approval of these flexible options will include:

- Office A development is expected to be a predominant use along the Interstate 35.
- A strong retail component in the mixed use node at the Business Park Entrance is expected to serve the development area as well as the region. Other retail nodes providing restaurants and business

services are expected at key locations throughout the development, including ground level uses in multiple story buildings.

- There is expected to be transition of uses in each phase Office A being the most protected, then Office B, Flex and Warehouse. Office B and Flex land uses would be expected to provide transitions between Warehousing and Office A.
- Airport Zone land use guidance will be a critical element in the placement of uses in phases of the project and in the specific development standards imposed in the Neighborhood Plans.

6. Land Use Classifications

A. Use Types. The purpose for listing Use Types for the Crosswinds Planned Unit Development is to establish a classification system for land uses and a consistent set of terms to define those uses.

B. Use Determinations

1. Classification of Uses:

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Director of Planning and Building shall have the authority to determine the appropriate use type. A determination of the Director may be appealed to the Zoning Board of Adjustment. In making such determinations, the Director of Planning and Building and the Zoning Board of Adjustment shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.

2. Records:

The Director of Planning and Building shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

C. Ankeny Regional Airport

The Ankeny Regional Airport is located directly north of the Crosswinds site. The Crosswinds site is located within three airport zones, Zone B (Runway Approach Surface), Zone C (Transitional Surface), and Zone D (Inner Turning Zone). There are specific criteria for each of the zones to be considered and addressed by the applicant, and approved by the City of Ankeny, on a site-by-site basis through the Neighborhood Plan and Site Plan processes. A table in section seven of this report entitled Allowable Uses identifies each use and the corresponding Airport zones, whether it is a compatible use, if additional review is required, or if the use is not compatible. Further, Exhibit C shows the location of the airport zones and Exhibit D includes the Airport Zone Chart for the various uses.

D. Uses

1. Business or trade schools providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
2. Clinics or group medical centers, including dental clinics, but not including animal clinics or hospitals;
3. Commercial recreation use by a private business or other organization which may or may not be commercial by structure or by nature, which is primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, or private skating facilities.
4. Communications tower for the transmission or broadcasting of radio, television, radar, or microwaves, ordinarily exceeding the maximum height permitted in its zoning district. Typical uses include broadcasting towers and cellular communications towers.
5. Construction sales and services including small scale establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. Typical uses include building materials sales, or tool and equipment rental or sales.
6. Consumer service establishments which provide services, primarily to individuals and households. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.
7. Corporate offices including administrative, processing, or research offices, which generally do not provide service to clientele from Ankeny and the surrounding region. Corporate offices are destinations for commuters drawn from a relatively wide region around Ankeny, as well as from the community itself. Typical uses include corporate headquarters offices, telemarketing, or information processing offices.
8. Financial services providing financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, credit unions, savings banks, and loan companies.
9. Food sale establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Food sales establishments may include the sale of non-

food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

10. Furniture and appliance stores providing for sales and repair of large furniture and appliance items.
11. General office uses for business, professional, or administrative offices who may invite clients from both local and regional areas. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or professional offices.
12. Lodging services involving the provision of room and/or board, but not meeting the classification criteria of Bed and Breakfasts. Typical uses include hotels, apartment hotels, and motels.
13. Manufacturing, assembly, compounding, processing and packaging with the exception of the following products/materials:
 - a. Acid
 - b. Cement, Lime, Gypsum and Plaster of Paris
 - c. Explosives
 - d. Fertilizer
 - e. Gas
 - f. Glue
 - g. Rubber
 - h. Any other similar use, products/materials or processes which by reason of its nature or manner of operation is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
14. Parks, either public or private, including but not limited to: aquatic, mini, private, sports, neighborhood, school and/or community.
15. Personal improvement services establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft and hobby instruction.
16. Personal service establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry cleaning stations serving individuals and households.
17. Printing, lithographing or film processing plants.
18. Research services establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

19. Restaurants engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use.

a. Restaurant (Drive-in or Fast Food)

An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.

b. Restaurant (General)

An establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to Drive-in or Fast Food Restaurants. Typical uses include cafes, coffee shops, and restaurants.

20. Retail services including sale or rental with incidental service of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, or establishments providing the following products or services:

- a. Household cleaning and maintenance products;
- b. Drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items;
- c. Flowers, plants, hobby materials, toys, and handcrafted items;
- d. Apparel jewelry, fabrics and like items;
- e. Cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering;
- f. Interior decorating services;
- g. Office supplies;
- h. Mail order or catalog sales;
- i. Bicycles; and,
- j. Automotive parts and accessories (excluding service and installation).
- k. Furniture and appliance stores providing for sales and repair of large furniture and appliance items.

21. Storage facility including buildings or structures designed and used solely for the purpose of leasing interior storage space for the storage of personal property owned by persons, firms or corporations who are not owners of such buildings or structures, and who do not occupy by lease or otherwise more than one thousand square feet of the leasable space of such structure. The owner is restricted as the abovementioned lessee. Outdoor storage, the storage of earth moving equipment, the storage of contractor's equipment, and the storage of livestock or livestock feed is specifically prohibited.

22. Surplus sales businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.
23. Trade services establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades. Typical uses include shops or operating bases for plumbers, electricians, or heating, ventilating, and air conditioning contractors
24. Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one (1) point to another.
- a. Transportation Terminal
Facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, public transit facilities.
- b. Truck Terminal
A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.
25. Veterinary Services including pet clinics, dog and cat hospitals, pet cemeteries and crematoria. This use category excludes veterinary hospitals for livestock and large animals.
26. Warehousing (Enclosed) including storage, distribution, and handling of goods and materials within enclosed structures. Typical uses include wholesale distributors, storage warehouses, and van and storage companies.
27. Data Centers; Data Centers may include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building. Data Centers are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:
- Outlot V Crosswinds Business Park Plat 1
 - Outlot Y Crosswinds Business Park Plat 1
 - Outlot Z Crosswinds Business Park Plat 1
 - The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

28. Electrical Substation; These uses will be screened from public rights-of-way and adjoining properties by a combination of landscaping and earthen berms. These berms shall be a minimum of six (6) feet above grade and shall be planted with trees and shrubs to create a Type ‘C’ screen. Electrical Substations are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:

- Outlot V Crosswinds Business Park Plat 1
- Outlot Y Crosswinds Business Park Plat 1
- Outlot Z Crosswinds Business Park Plat 1
- The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

7. General Development Standards

A. Standard Lot Sizes:

There are five specific precincts proposed for the Crosswinds development: office A; office B; flex; warehouse; and, retail. Each lot will be required to provide a green infrastructure component, setbacks and buffering as identified within *The Crosswinds Master Plan & Design Concepts Manual*, therefore the use type and the building proposal will dictate a lot size that is appropriate for that use. Minimum lot sizes are not proposed.

B. Setback Requirements:

Each precinct has a series of setback lines that define a maximum building envelope and the minimum yard between property lines and buildings. The setbacks vary from precinct to precinct and are further described as follows and within *The Crosswinds Master Plan & Design Concepts Manual*.

Minimum Setbacks and Maximum Heights

Precincts	Front Setback	Side Setback	Rear Setback	Max. Bldg. Height
Retail	8 feet	12 feet	35 feet	45 feet *
Office (A)	50 feet	50 feet	50 feet	80 feet *
Office (B)	50 feet	50 feet	50 feet	45 feet *
Flex	50 feet	25 feet	35 feet	75 feet *
Warehouse	50 feet	25 feet	35 feet	75 feet *

*Maximum height or further regulated by Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning

The *Crosswinds Master Plan & Design Concepts Manual* has outlined buffering and screening standards according to the street classification of the adjacent right-of-way. Arterial, collector and minor collector street classifications have buffer widths and suggested planting materials, outlined on pages 46 through 49 of the Manual. Where the buffer widths conflict with the minimum setbacks, the more restrictive of the two standards shall apply.

C. Architectural and Style Standards.

All buildings shall be designed to ensure their individual attractiveness, compatibility with each other and with the business park environment. Buildings within the Crosswinds development shall be constructed of permanent materials as follows:

- Limestone;
- Brick (light earth tones and the color shall not be painted onto the brick, but rather impregnated throughout the entire material);
- Concrete (light earth tones, concrete wall panel systems are allowed except those with strong vertical patterns). Economy panels may be allowed on those elevations not visible from right-of-ways;
- Glass that is clear, blue, green, or bronze in color is acceptable. Highly reflective, 'mirror like' glass treatments are prohibited;
- Architectural metal (pre-finished or weathering steel);
- Light colored membrane roofs (light grey is preferred);
- Stone coated steel roofing systems (earth tones or neutrals are preferred);
- Architectural standing seam metal roofs are recommended on highly visible roof forms (earth tones or neutrals are preferred); and,
- "Green" roofs are recommended on highly visible roof forms.

Materials such as stucco, Exterior Finish Insulation System (EFIS), and horizontal siding are not allowed as primary exterior finish materials, but are allowed as accents. Exterior Finish Insulation Systems cannot be placed less than eight feet above finished grade on any elevation. Accent material or color is defined as comprising 30 percent or less area of a single building elevation. Multiple accent colors and materials may be utilized; however the total area of accent colors and materials may not exceed 30 percent of a single building elevation.

The following materials are prohibited:

- Plywood;
- Composite siding such as hardboard siding;
- Composite building panels such as metal faced plywood or wood core panels;
- Pre-engineered metal panels installed with exposed fasteners;
- Plastic (except for signage)
- Common concrete block (CMUs) except for rear building walls not visible from public streets or the interstate;
- Asbestos cement shingles; and,
- Asphalt shingles.

Building materials shall be of consistent color, tone and quality. Exterior building materials shall be colored only by means of pigment impregnated throughout the entire material. Tilt-up or pre-cast panels may be recommended to be colored and walls built with common concrete block (CMU) shall be colored.

The front elevation, defined as the elevation with the building's main entry, shall face the road serving the building. Buildings that are adjacent to the interstate shall not be allowed to utilize materials that are only approved for the rear elevation in these standards. The buildings with interstate frontage shall have all elevations treated equally in terms of design and materials.

The elevations of buildings that may be viewed from public roads and/or the interstate shall maintain a human scale. Maintaining a human scale may be accomplished by any one or a combination of the following:

- Varying roof heights and shapes;
- Varying parapet heights and shapes;
- Multiple wall materials, textures, and colors to create a horizontal aesthetic;
- Use of projecting building elements such as overhangs and shading devices; and,
- Separate building elements such as free standing screen walls

Energy friendly building elements may be utilized as follows:

- Building overhangs, sunscreens/awnings and other shading devices (i.e. perforated metal panels or fabric structures);
- Clearstories for daylighting;
- Roof monitors for daylighting (energy friendly alternative to standard skylights); and/or,
- Light colored membrane roofs, standing seam metal roofs, stone coated steel roofing systems, and green roofs.

Where practicable, buildings shall be oriented with the longer elevation facing north or south to maximize daylighting potential within the structure.

Alternative energy production devices utilizing methods, such as solar collector fields, geothermal energy installations, or water-powered generating facilities shall be allowed as an accessory use unless otherwise restricted by the Crosswinds Planned Unit Development.

Bold vertical design features on a building shall be limited to the main building entrance or as a focal point for related buildings.

Main building entrances shall be significant architectural features and shall be easily identifiable from the public right-of-way that serves the building. The main entrances shall also open onto an outdoor, pedestrian-scaled space that provides a transition between the building and the on- site parking areas. The overall site, specifically the developed pedestrian paths, shall connect into this transitional space.

Accessory structures such as trash enclosures, mechanical equipment screens, and similar structures shall be made from materials and colors consistent with the primary structure on-site. However, these structures cannot use accent materials or colors. Durable, low maintenance, impact resistant materials shall be used such as masonry or concrete. Gates shall be made of an approved form of architectural metal on a metal frame.

The Ankeny Regional Airport is located north of the Crosswinds site. All buildings must comply with Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning and are subject to the submittal of Federal Aviation Administration Form 7460-1 to determine that it will not obstruct the navigable airspace or adversely affect Federal Aviation Administration facilities (Ankeny Regional Airport).

- D. Off-street parking and lighting shall be provided as required by the City of Ankeny Municipal Code.
- E. Lighting shall be provided as required by the City of Ankeny Municipal Code and the lighting throughout the Crosswinds development shall include consistent and complimentary poles and luminaries in style, color, scale, and material with the following recommendations:
- Incorporation of solar cell technology and other energy saving measures;
 - Lowering parking lot lighting levels outside of business hours
 - Elimination of hot spots, glare along roadways and light spillage onto adjacent properties; and,
 - Fixtures that do not direct light to its intended area of focus and/or do not have cut-offs are discouraged.
- F. Landscaping shall comply with the City of Ankeny Municipal Code with the following exceptions:

Street trees shall be installed at the time of street construction.

Buffering and screening from arterial, collector and minor collector streets that are not utilized for storm water management are recommended as follows:

Arterial Streets:

- Two overstory trees and four shrubs for every 50 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen landscape berm along the entirety of the buffer.

Collector Streets:

- One overstory tree and four shrubs every 35 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen landscape berm along the entirety of the buffer.

Minor Arterial Streets:

- One overstory tree and four shrubs for every 50 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen berm along the entirety of the buffer.

The minimum percentage of open space required is 30 percent for the Crosswinds development site.

The Crosswinds Master Plan & Design Concepts Manual includes, on page 49, cross sections with typical landscape buffering and setbacks.

G. Signage Standards:

All signs shall comply with the standards of Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning and Federal Aviation Administration Form 7460-1 to determine that the proposed signage will not obstruct the navigable airspace or adversely affect Federal Aviation Administration facilities (Ankeny Regional Airport). The proposed signage shall also comply with Ankeny Municipal Code Chapter 195, Signs and shall be reviewed and approved through a Site Plan. Native Iowa limestone and concrete in a simple and contemporary style shall be utilized for the proposed signage.

The *Crosswinds Master Plan & Design Concepts Manual* identifies specific areas intended to become gateways, entry signage and an icon area (near the interstate). The locations are specified within the Manual and the proposed signage/icons would need to comply with the Ankeny Municipal Code.

8. Allowable Uses

Existing uses on-site may remain pursuant to Ankeny Municipal Code Chapter 196, Nonconforming Uses, Structures and Signs.

Within the precincts in Crosswinds, different uses are permitted with different conditions. These are displayed in the following table, the Use Matrix. Levels of permission include:

- A. *Compatible*. These uses are permitted subject to approval of a site plan and issuance of a building permit, subject only to compliance with all regulations of this Ordinance and other applicable regulations. Uses that are compatible with the Airport zoning might be subject to supplemental regulations contained in this Ordinance, however the additional airport criteria would not need to be addressed. These uses are indicated in the Use Matrix by a “C” in the applicable column.
- B. *Additional Review*. These uses are subject to the airport criteria as outlined within this document during the site planning process. These uses, once compliance with the criteria has been determined, may move forward with the site planning and building permit processes. These uses are indicated in the Use Matrix by an “AR” in the applicable column.

C. *Not Compatible*. These uses, for various reasons such as population density or height, have been determined to not be compatible within the Airport Zone. Uses that are identified as not compatible are not able to locate within the applicable Airport Zone and are indicated in the Use Matrix by a “NC” in the applicable cell.

Use Types	Airport Zone B (1)	Airport Zone C (1)	Airport Zone D
Retail Precinct			
Clinic or Group Medical Center	AR	AR	AR
Consumer Service	AR	AR	AR
Food Sale Establishments	AR	AR	AR
Lodging	NC	NC	AR
Park	AR	NC	C
Personal Improvement Services	AR	AR	AR
Personal Service	AR	AR	AR
Printing, lithographing or film processing	AR	AR	AR
Restaurants	AR	AR	C
Retail Service	AR	AR	AR
Veterinary Service	AR	AR	AR
Office Precinct (A)			
Business or Trade School	NC	NC	AR
Clinic or Group Medical Center	AR	AR	AR
Commercial Recreation			
• Outdoor	NC	NC	AR
• Indoor	AR	NC	AR
Corporate Office	AR	AR	AR
Financial Service (2)	AR	AR	AR
General Office	AR	AR	AR
Park	AR	NC	C
Personal Improvement Services (2)	AR	AR	AR
Printing, lithographing or film processing (2)	AR	AR	AR
Research Services	AR	AR	AR
Restaurants (2)	AR	AR	C
Retail Service (2)	AR	AR	AR
Office Precinct (B)			
Business or Trade School	NC	NC	AR
Clinic or Group Medical Center	AR	AR	AR
Financial Service	AR	AR	AR
General Office	AR	AR	AR
Park	AR	NC	C
Research Services	AR	AR	AR
Flex Precinct			
Construction Sales & Service	AR	AR	AR
Financial Service	AR	AR	AR
Furniture and Appliance Store	AR	AR	AR

General Office	AR	AR	AR
Manufacturing, Assembly & Compounding	AR	AR	AR
Printing, lithographing or film processing	AR	AR	AR
Research Services	AR	AR	AR
Retail Service	AR	AR	AR
Storage Facility	C	AR	C
Surplus Sales	AR	AR	AR
Trade Service	AR	AR	AR
Warehouse Precinct			
Construction Sales & Service	AR	AR	AR
Manufacturing, Assembly & Compounding	AR	AR	AR
Research Services	AR	AR	AR
Storage Facility	C	AR	C
Surplus Sales	AR	AR	AR
Warehousing	C	AR	C
Transportation	C	AR	C
Data Centers	AR	AR	AR
Electrical Substations	AR	AR	AR

(1) Low-Rise Buildings (1-3 levels)

(2) Only as supportive to a primary use and located on the first floor of that primary use.

The Iowa Airport Land Use Guidebook, prepared by Mead & Hunt and dated 2007, identifies several compatibility issues for airports and their host communities. Among these issues are the following:

- Noise sensitivity related issues
- Safety related issues
 - High population densities
 - Tall structures
 - Visual obstructions
 - Wildlife and bird attractants

Applicants of those uses requiring additional review, listed above, will need to address how the noise sensitivity and/or safety issues are not applicable to their proposal or how their proposal addresses and mitigates these issues. Regarding the noise sensitivity issues, *The Iowa Airport Land Use Guidebook* identifies the following examples of mitigating noise related issues:

- Shielding people from noise;
- Increase awareness of noise issues through education programs; and/or,
- Allow land uses that have relatively high ambient noise levels or are otherwise not particularly noise sensitive.

Regarding the safety related issues, *The Iowa Airport Land Use Guidebook* provides some discussion and potential mitigation or acceptable levels for each of the safety related issues.

Population Density:

A national standard for acceptable population density has not been established at this time, however the *California Airport Land Use Planning Handbook* provides some benchmarks that can be utilized as follows:

- Light Industrial: 35-50 people per acre within the facility.
- Two-Story Motel: 35-50 people per acre within the dwelling unit.
- Single-Story Shopping Center: 75 to 125 people per acre within the facility.
- Sit-Down Restaurant: 100 people per acre within the building.
- Fast Food Restaurant: 150 people per acre within the building.

Tall Structures:

Tall structures may include natural vegetation growth such as trees and shrubs as well as buildings. Siting of tall objects such as multi-story structures, power lines, wind farms, and telecommunication towers near airport traffic patterns and flight paths are discouraged.

Visual Obstructions:

Visibility can be obscured by any of the following:

- Dust
- Glare
- Light Emissions
- Smoke
- Steam
- Smog

Wildlife and Bird Attractants:

The *Iowa Airport Land Use Guidebook* identifies that aircraft collisions with wildlife are steadily increasing. Uses such as pools, ponds, sewage lagoons, and fountains near the airport should be discouraged. Underground facilities such as French drains, buried rock fields, or temporary holding basins that drain within 24 hours would be acceptable. If ditches and drains cannot be removed or need to be utilized, it is suggested that the banks should be mowed regularly to control bird nesting and perching.

9. Design Standards (Also see attached documents, sketches and graphics)

The design standards for the Crosswinds Planned Unit Development are intended to assist in constructing the vision that has been developed through the Master Planning process. To that end, the documents and drawings associated with this section provide both general and specific guidelines and standards for many of the physical elements of this project. Architecture; site design and layout; streetscapes and landscapes; signage and park design elements are addressed within the *Crosswinds Master Plan & Design Concepts Manual* and become a part of this Planned Unit Development Regulation by reference. The Iowa Statewide Urban Design Standards for Public Improvements (SUDAS) and the Iowa Statewide Stormwater Management Manual by this reference become a part of the guiding regulations for the physical

development of this project with the exceptions noted in this document and its references. In other words, this Planned Unit Development regulation governs first, followed by the *Crosswinds Master Plan & Design Concepts Manual* and Appendix, and finally those existing City standards of the Municipal Code, the Standard Specifications and the Iowa Statewide Urban Design Standards for Public Improvements standards and Iowa Statewide Stormwater Management Manual.

The guiding documents found in the Appendix of the Master Plan include a market assessment, a traffic impact study, a storm water analysis, and a utilities analysis. These were foundational documents for the master plan and are incorporated into this Planned Unit Development by reference. In addition, the physical characteristics of the site have been studied and site specific design elements created. The master plan further enhanced some of this information.

Crosswinds Business Park

PLANNED UNIT DEVELOPMENT AMENDMENT

Amended on:

Approved on: November 17, 2008

CROSSWINDS PLANNED UNIT DEVELOPMENT

1. Purpose

The Crosswinds Planned Unit Development is intended to establish an integrated commercial and conservation development that utilizes both low-impact and conservation style techniques. The Crosswinds Planned Unit Development produces a cohesive architectural style through a sustainable approach, utilizing natural and native Iowa materials whenever possible. *The Crosswinds Master Plan & Design Concepts Manual* (Exhibit A) will provide guidance and reference for this Planned Unit Development. *The Crosswinds Master Plan & Design Concepts Manual* was prepared by RDG Planning & Design, Economics Research Associates, Conservation Design Forum, Civil Design Advantage and Engineering Alliance under the direction of the individual property owners and the City of Ankeny.

2. Size

The Crosswinds Planned Unit Development encompasses approximately 444 acres and is located generally east of Interstate 35, north of SE 90th Street, west of SE Four Mile Drive and south of SE Corporate Woods Drive. Crosswinds is expected to develop in three phases. The first phase is anticipated to be built-out in 2015, the second phase is proposed to be built-out in 2020 and the remaining phase is proposed to be built-out in 2030. The proposed phases are based upon a combination of infrastructure expansion and market estimates.

3. Application and Approval

- A. The initial establishment of the Crosswinds Planned Unit Development shall follow the current application and adoption processes as identified in Ankeny Municipal Code Section 192.18, with the exceptions noted herein.
- B. This document and its references shall serve as the guiding regulations for review and approval of future phases within the Crosswinds Planned Unit Development. Future phases within the Crosswinds Planned Unit Development must be in general conformance with *The Crosswinds Master Plan & Design Concepts Manual*, in addition to other documents required by this Ordinance. The Master Plan illustrates the distribution of general land uses throughout the project area based upon verifiable market analysis included within *The Crosswinds Master Plan & Design Concepts Manual*. Exhibit B provides examples of the distribution of uses and phasing patterns that are possible within the Crosswinds development, however this exhibit is intended to be illustrative only and not restrictive to other phasing and land use location opportunities.
- C. Each proposed development site will be required to submit a Site Plan in conformance with the Planned Unit Development and in general conformance with *The Crosswinds Master Plan & Design Concepts Manual*. A Neighborhood Plan shall be utilized to establish the specific location and design of the uses within the development area, the mix of uses, public spaces, streets, the location and design criteria for special features, architectural elements, and other information necessary to communicate that the overall development conforms to the intent of the Crosswinds

Planned Unit Development included in this plan and its attachments. The Neighborhood Plan shall include a narrative describing the timing of development within each phase; a statement of intent regarding ownership and maintenance of public land and improvements, and common private land and improvements; as well as the applicant's summary of the plans conformance to the general principals and design philosophy within the Crosswinds development.

In addition to the specific Crosswinds development criteria as noted above, the Neighborhood Plan shall include all items and follow the process as outlined within Ankeny Municipal Code Chapter 200, Preliminary Plat.

If substantial modifications are proposed, as defined in Ankeny Municipal Code Section 192.18, to the Crosswinds Planned Unit Development or to *The Crosswinds Master Plan & Design Concepts Manual* then an amendment to the Planned Unit Development must be approved by the City Council prior to any other approvals. If the Neighborhood Plan varies from the original scope of land uses, a new market assessment and/or justification for these variations may be required.

- D. A Final Plat for all or a portion of each phase is required prior to the issuance of any building permit within that phase or portion thereof. The Director of Planning and Building shall be responsible for the review of Final Plats regarding their conformance with the approved *Crosswinds Master Plan & Design Concepts Manual* and the Crosswinds Planned Unit Development. Once conformance is determined, the City Council shall approve final plats by resolution.
- E. Articles of incorporation and/or covenants for the ongoing maintenance and/or operation of all common elements shall be created during the Neighborhood Plan process. Subsequent phases will include additional articles of incorporation and/or covenants for the maintenance and/or operation of common elements or will be associated with each Final Plat process as applicable. Association responsibilities may include, but are not limited to, green infrastructure, gateways, entry signage, trails, the icon area, and landmarks.
- F. Building plans for all buildings and structures constructed within the Crosswinds Planned Unit Development shall conform to the architectural standards established by *The Crosswinds Master Plan & Design Concepts Manual* and as identified within the Crosswinds Planned Unit Development. The Director of Planning and Building shall review the site plans prior to approval for conformance with the standards of this Planned Unit Development and for general conformance with *The Crosswinds Master Plan & Design Concepts Manual*. The Director of Planning and Building shall have the authority to administratively approve site plans found to be in conformance and consistent with the Neighborhood Plan.

4. Crosswinds Master Plan – Background

- A. The City of Ankeny contracted with William Ludwig, William Ludwig Associates, in 2004 to provide an initial Land Use Study of 800 acres of property, including the Crosswinds development

area. This study was prompted by the construction of the Corporate Woods Drive interchange on Interstate 35. Ludwig's study was completed in October, 2004 and provided conceptual layouts entitled Silverthorne and Corporate Woods Business Park. The Silverthorne development was a conceptual Planned Residential Community and Corporate Woods Business Park was a conceptual mixture of commercial, office, warehouse, flex space, and retail.

- B. In 2006, the City of Ankeny partnered with the property owners to create a master plan for the Crosswinds development site. At that time the property totaled 471 acres and now, with the requested removal of a portion of the Silver land holdings, totals approximately 444 acres. In December, 2006, RDG Planning & Design was selected to create the master plan document for the Crosswinds development. The individual property owners and the City of Ankeny provided input throughout the master planning process.
- C. A three-day charrette was held in February 2007 to gather input and to provide a design for the Crosswinds master plan. Over the next ten months the Crosswinds master plan was further refined through several stakeholder meetings and input from surrounding property owners. The *Crosswinds Master Plan & Design Concepts Manual* was then finalized in November 2007. The Plan and Zoning Commission recommended approval of the Manual on January 8, 2008, followed by City Council approval on February 4, 2008.
- D. Some of the main design elements that came out of the master planning effort were the use of green infrastructure to treat, infiltrate and detain storm water in naturalized areas. Sustainable development techniques, limited grading and consistent architecture also emerged from the coordinated effort between the City of Ankeny, RDG Planning & Design, and the individual property owners.
- E. *The Crosswinds Master Plan & Design Concepts Manual* shall be utilized in conjunction with the Crosswinds Planned Unit Development plan to guide the development of future phases of the Crosswinds development.

5. Guiding Land Use Criteria

It is important to note that flexibility is an integral component in the planning and development of the Crosswinds Business Park. Flexibility has been incorporated into this Planned Unit Development Ordinance as illustrated in Exhibit B. Through this Planned Unit Development, future developers have the ability to mix land use areas and precincts to create a vibrant and exciting mix of uses for each phase or component of their development. Guiding criteria that will direct the review and approval of these flexible options will include:

- Office A development is expected to be a predominant use along the Interstate 35.
- A strong retail component in the mixed use node at the Business Park Entrance is expected to serve the development area as well as the region. Other retail nodes providing restaurants and business

services are expected at key locations throughout the development, including ground level uses in multiple story buildings.

- There is expected to be transition of uses in each phase Office A being the most protected, then Office B, Flex and Warehouse. Office B and Flex land uses would be expected to provide transitions between Warehousing and Office A.
- Airport Zone land use guidance will be a critical element in the placement of uses in phases of the project and in the specific development standards imposed in the Neighborhood Plans.

6. Land Use Classifications

A. Use Types. The purpose for listing Use Types for the Crosswinds Planned Unit Development is to establish a classification system for land uses and a consistent set of terms to define those uses.

B. Use Determinations

1. Classification of Uses:

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Director of Planning and Building shall have the authority to determine the appropriate use type. A determination of the Director may be appealed to the Zoning Board of Adjustment. In making such determinations, the Director of Planning and Building and the Zoning Board of Adjustment shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to exclusive lists.

2. Records:

The Director of Planning and Building shall make all such determinations of appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

C. Ankeny Regional Airport

The Ankeny Regional Airport is located directly north of the Crosswinds site. The Crosswinds site is located within three airport zones, Zone B (Runway Approach Surface), Zone C (Transitional Surface), and Zone D (Inner Turning Zone). There are specific criteria for each of the zones to be considered and addressed by the applicant, and approved by the City of Ankeny, on a site-by-site basis through the Neighborhood Plan and Site Plan processes. A table in section seven of this report entitled Allowable Uses identifies each use and the corresponding Airport zones, whether it is a compatible use, if additional review is required, or if the use is not compatible. Further, Exhibit C shows the location of the airport zones and Exhibit D includes the Airport Zone Chart for the various uses.

D. Uses

1. Business or trade schools providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
2. Clinics or group medical centers, including dental clinics, but not including animal clinics or hospitals;
3. Commercial recreation use by a private business or other organization which may or may not be commercial by structure or by nature, which is primarily engaged in the provision or sponsorship of sports, entertainment, or recreation for participants or spectators. Typical uses include theaters, private dance halls, billiard or bowling centers, game arcades, or private skating facilities.
4. Communications tower for the transmission or broadcasting of radio, television, radar, or microwaves, ordinarily exceeding the maximum height permitted in its zoning district. Typical uses include broadcasting towers and cellular communications towers.
5. Construction sales and services including small scale establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. Typical uses include building materials sales, or tool and equipment rental or sales.
6. Consumer service establishments which provide services, primarily to individuals and households. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, or musical instrument repair shops.
7. Corporate offices including administrative, processing, or research offices, which generally do not provide service to clientele from Ankeny and the surrounding region. Corporate offices are destinations for commuters drawn from a relatively wide region around Ankeny, as well as from the community itself. Typical uses include corporate headquarters offices, telemarketing, or information processing offices.
8. Financial services providing financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, credit unions, savings banks, and loan companies.
9. Food sale establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Food sales establishments may include the sale of non-food items. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.
10. Furniture and appliance stores providing for sales and repair of large furniture and appliance items.

11. General office uses for business, professional, or administrative offices who may invite clients from both local and regional areas. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or professional offices.
12. Lodging services involving the provision of room and/or board, but not meeting the classification criteria of Bed and Breakfasts. Typical uses include hotels, apartment hotels, and motels.
13. Manufacturing, assembly, compounding, processing and packaging with the exception of the following products/materials:
 - a. Acid
 - b. Cement, Lime, Gypsum and Plaster of Paris
 - c. Explosives
 - d. Fertilizer
 - e. Gas
 - f. Glue
 - g. Rubber
 - h. Any other similar use, products/materials or processes which by reason of its nature or manner of operation is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinders, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
14. Parks, either public or private, including but not limited to: aquatic, mini, private, sports, neighborhood, school and/or community.
15. Personal improvement services establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services of a nonprofessional nature. Typical uses include driving schools, health or physical fitness studios, music schools, reducing salons, dance studios, handicraft and hobby instruction.
16. Personal service establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; television or electronics repair; or dry cleaning stations serving individuals and households.
17. Printing, lithographing or film processing plants.
18. Research services establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.
19. Restaurants engaged in the preparation and retail sale of food and beverages; including the sale of alcoholic beverages when conducted as a secondary feature of the use.

- a. Restaurant (Drive-in or Fast Food)
An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
 - b. Restaurant (General)
An establishment characterized by table service to customers and/or accommodation to walk-in clientele, as opposed to Drive-in or Fast Food Restaurants. Typical uses include cafes, coffee shops, and restaurants.
20. Retail services including sale or rental with incidental service of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, or establishments providing the following products or services:
- a. Household cleaning and maintenance products;
 - b. Drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items;
 - c. Flowers, plants, hobby materials, toys, and handcrafted items;
 - d. Apparel jewelry, fabrics and like items;
 - e. Cameras, photograph services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering;
 - f. Interior decorating services;
 - g. Office supplies;
 - h. Mail order or catalog sales;
 - i. Bicycles; and,
 - j. Automotive parts and accessories (excluding service and installation).
 - k. Furniture and appliance stores providing for sales and repair of large furniture and appliance items.
21. Storage facility including buildings or structures designed and used solely for the purpose of leasing interior storage space for the storage of personal property owned by persons, firms or corporations who are not owners of such buildings or structures, and who do not occupy by lease or otherwise more than one thousand square feet of the leasable space of such structure. The owner is restricted as the abovementioned lessee. Outdoor storage, the storage of earth moving equipment, the storage of contractor's equipment, and the storage of livestock or livestock feed is specifically prohibited.
22. Surplus sales businesses engaged in the sale, including sale by auction, of used items or new items which are primarily composed of factory surplus or discontinued items. Surplus sales uses sometimes include regular outdoor display of merchandise. Typical uses include flea markets, auction houses, factory outlets, or merchandise liquidators.

23. Trade services establishments or places of business primarily engaged in the provision of services that are not retail or primarily dedicated to walk-in clientele. These services often involve services to construction or building trades. Typical uses include shops or operating bases for plumbers, electricians, or heating, ventilating, and air conditioning contractors
24. Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one (1) point to another.
- a. Transportation Terminal
Facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, public transit facilities.
 - b. Truck Terminal
A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.
25. Veterinary Services including pet clinics, dog and cat hospitals, pet cemeteries and crematoria. This use category excludes veterinary hospitals for livestock and large animals.
26. Warehousing (Enclosed) including storage, distribution, and handling of goods and materials within enclosed structures. Typical uses include wholesale distributors, storage warehouses, and van and storage companies.
27. Data Centers; Data Centers may include a critical equipment yard located immediately adjacent to the building and will contain such items as generators, transformers, chillers, etc. Screening walls will be installed to limit views and further secure the critical equipment yard. The screening walls will be constructed to a height required to screen the equipment contained within. The screening wall will contain louvers or openings for adequate air flow and may share similar features with the building. Data Centers are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:
- Outlot V Crosswinds Business Park Plat 1
 - Outlot Y Crosswinds Business Park Plat 1
 - Outlot Z Crosswinds Business Park Plat 1
 - The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

28. Electrical Substation; These uses will be screened from public rights-of-way and adjoining properties by a combination of landscaping and earthen berms. These berms shall be a minimum of six (6) feet above grade and shall be planted with trees and shrubs to create a Type 'C' screen. Electrical Substations are limited to the following lots in the Crosswinds Business Park PUD, a map designating these areas can be found in Exhibit E:

- Outlot V Crosswinds Business Park Plat 1
- Outlot Y Crosswinds Business Park Plat 1
- Outlot Z Crosswinds Business Park Plat 1
- The SE ¼ of the SE ¼ of Section 7, Township 79 North, Range 23 West of the 5th P.M., in and forming a part of the City of Ankeny, Polk County, Iowa.

7. General Development Standards

A. Standard Lot Sizes:

There are five specific precincts proposed for the Crosswinds development: office A; office B; flex; warehouse; and, retail. Each lot will be required to provide a green infrastructure component, setbacks and buffering as identified within *The Crosswinds Master Plan & Design Concepts Manual*, therefore the use type and the building proposal will dictate a lot size that is appropriate for that use. Minimum lot sizes are not proposed.

B. Setback Requirements:

Each precinct has a series of setback lines that define a maximum building envelope and the minimum yard between property lines and buildings. The setbacks vary from precinct to precinct and are further described as follows and within *The Crosswinds Master Plan & Design Concepts Manual*.

Minimum Setbacks and Maximum Heights

Precincts	Front Setback	Side Setback	Rear Setback	Max. Bldg. Height
Retail	8 feet	12 feet	35 feet	45 feet *
Office (A)	50 feet	50 feet	50 feet	80 feet *
Office (B)	50 feet	50 feet	50 feet	45 feet *
Flex	50 feet	25 feet	35 feet	75 feet *
Warehouse	50 feet	25 feet	35 feet	75 feet *

*Maximum height or further regulated by Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning

The *Crosswinds Master Plan & Design Concepts Manual* has outlined buffering and screening standards according to the street classification of the adjacent right-of-way. Arterial, collector and minor collector street classifications have buffer widths and suggested planting materials, outlined on pages 46 through 49 of the Manual. Where the buffer widths conflict with the minimum setbacks, the more restrictive of the two standards shall apply.

C. Architectural and Style Standards.

All buildings shall be designed to ensure their individual attractiveness, compatibility with each other and with the business park environment. Buildings within the Crosswinds development shall be constructed of permanent materials as follows:

- Limestone;
- Brick (light earth tones and the color shall not be painted onto the brick, but rather impregnated throughout the entire material);
- Concrete (light earth tones, concrete wall panel systems are allowed except those with strong vertical patterns). Economy panels may be allowed on those elevations not visible from right-of-ways;
- Glass that is clear, blue, green, or bronze in color is acceptable. Highly reflective, ‘mirror like’ glass treatments are prohibited;
- Architectural metal (pre-finished or weathering steel);
- Light colored membrane roofs (light grey is preferred);
- Stone coated steel roofing systems (earth tones or neutrals are preferred);
- Architectural standing seam metal roofs are recommended on highly visible roof forms (earth tones or neutrals are preferred); and,
- “Green” roofs are recommended on highly visible roof forms.

Materials such as stucco, Exterior Finish Insulation System (EFIS), and horizontal siding are not allowed as primary exterior finish materials, but are allowed as accents. Exterior Finish Insulation Systems cannot be placed less than eight feet above finished grade on any elevation. Accent material or color is defined as comprising 30 percent or less area of a single building elevation. Multiple accent colors and materials may be utilized; however the total area of accent colors and materials may not exceed 30 percent of a single building elevation.

The following materials are prohibited:

- Plywood;
- Composite siding such as hardboard siding;
- Composite building panels such as metal faced plywood or wood core panels;
- Pre-engineered metal panels installed with exposed fasteners;
- Plastic (except for signage)
- Common concrete block (CMUs) except for rear building walls not visible from public streets or the interstate;
- Asbestos cement shingles; and,
- Asphalt shingles.

Building materials shall be of consistent color, tone and quality. Exterior building materials shall be colored only by means of pigment impregnated throughout the entire material. Tilt-up or pre-cast panels may be recommended to be colored and walls built with common concrete block (CMU) shall be colored.

The front elevation, defined as the elevation with the building's main entry, shall face the road serving the building. Buildings that are adjacent to the interstate shall not be allowed to utilize materials that are only approved for the rear elevation in these standards. The buildings with interstate frontage shall have all elevations treated equally in terms of design and materials.

The elevations of buildings that may be viewed from public roads and/or the interstate shall maintain a human scale. Maintaining a human scale may be accomplished by any one or a combination of the following:

- Varying roof heights and shapes;
- Varying parapet heights and shapes;
- Multiple wall materials, textures, and colors to create a horizontal aesthetic;
- Use of projecting building elements such as overhangs and shading devices; and,
- Separate building elements such as free standing screen walls

Energy friendly building elements may be utilized as follows:

- Building overhangs, sunscreens/awnings and other shading devices (i.e. perforated metal panels or fabric structures);
- Clearstories for daylighting;
- Roof monitors for daylighting (energy friendly alternative to standard skylights); and/or,
- Light colored membrane roofs, standing seam metal roofs, stone coated steel roofing systems, and green roofs.

Where practicable, buildings shall be oriented with the longer elevation facing north or south to maximize daylighting potential within the structure.

Alternative energy production devices utilizing methods, such as solar collector fields, geothermal energy installations, or water-powered generating facilities shall be allowed as an accessory use unless otherwise restricted by the Crosswinds Planned Unit Development.

Bold vertical design features on a building shall be limited to the main building entrance or as a focal point for related buildings.

Main building entrances shall be significant architectural features and shall be easily identifiable from the public right-of-way that serves the building. The main entrances shall also open onto an outdoor, pedestrian-scaled space that provides a transition between the building and the on- site parking areas. The overall site, specifically the developed pedestrian paths, shall connect into this transitional space.

Accessory structures such as trash enclosures, mechanical equipment screens, and similar structures shall be made from materials and colors consistent with the primary structure on-site. However, these structures cannot use accent materials or colors. Durable, low maintenance, impact resistant materials shall be used such as masonry or concrete. Gates shall be made of an approved form of architectural metal on a metal frame.

The Ankeny Regional Airport is located north of the Crosswinds site. All buildings must comply with Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning and are subject to the submittal of Federal Aviation Administration Form 7460-1 to determine that it will not obstruct the navigable airspace or adversely affect Federal Aviation Administration facilities (Ankeny Regional Airport).

- D. Off-street parking and lighting shall be provided as required by the City of Ankeny Municipal Code.
- E. Lighting shall be provided as required by the City of Ankeny Municipal Code and the lighting throughout the Crosswinds development shall include consistent and complimentary poles and luminaries in style, color, scale, and material with the following recommendations:
- Incorporation of solar cell technology and other energy saving measures;
 - Lowering parking lot lighting levels outside of business hours
 - Elimination of hot spots, glare along roadways and light spillage onto adjacent properties; and,
 - Fixtures that do not direct light to its intended area of focus and/or do not have cut-offs are discouraged.
- F. Landscaping shall comply with the City of Ankeny Municipal Code with the following exceptions:

Street trees shall be installed at the time of street construction.

Buffering and screening from arterial, collector and minor collector streets that are not utilized for storm water management are recommended as follows:

Arterial Streets:

- Two overstory trees and four shrubs for every 50 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen landscape berm along the entirety of the buffer.

Collector Streets:

- One overstory tree and four shrubs every 35 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen landscape berm along the entirety of the buffer.

Minor Arterial Streets:

- One overstory tree and four shrubs for every 50 lineal feet of buffer;
- 20 square foot mass native grass or grass and forbe planting may be substituted for two shrubs; and,
- A minimum three-foot earthen berm along the entirety of the buffer.

The minimum percentage of open space required is 30 percent for the Crosswinds development site.

The Crosswinds Master Plan & Design Concepts Manual includes, on page 49, cross sections with typical landscape buffering and setbacks.

G. Signage Standards:

All signs shall comply with the standards of Ankeny Municipal Code Chapter 201, Ankeny Regional Airport Zoning and Federal Aviation Administration Form 7460-1 to determine that the proposed signage will not obstruct the navigable airspace or adversely affect Federal Aviation Administration facilities (Ankeny Regional Airport). The proposed signage shall also comply with Ankeny Municipal Code Chapter 195, Signs and shall be reviewed and approved through a Site Plan. Native Iowa limestone and concrete in a simple and contemporary style shall be utilized for the proposed signage.

The *Crosswinds Master Plan & Design Concepts Manual* identifies specific areas intended to become gateways, entry signage and an icon area (near the interstate). The locations are specified within the Manual and the proposed signage/icons would need to comply with the Ankeny Municipal Code.

8. Allowable Uses

Existing uses on-site may remain pursuant to Ankeny Municipal Code Chapter 196, Nonconforming Uses, Structures and Signs.

Within the precincts in Crosswinds, different uses are permitted with different conditions. These are displayed in the following table, the Use Matrix. Levels of permission include:

- A. *Compatible*. These uses are permitted subject to approval of a site plan and issuance of a building permit, subject only to compliance with all regulations of this Ordinance and other applicable regulations. Uses that are compatible with the Airport zoning might be subject to supplemental regulations contained in this Ordinance, however the additional airport criteria would not need to be addressed. These uses are indicated in the Use Matrix by a “C” in the applicable column.
- B. *Additional Review*. These uses are subject to the airport criteria as outlined within this document during the site planning process. These uses, once compliance with the criteria has been determined, may move forward with the site planning and building permit processes. These uses are indicated in the Use Matrix by an “AR” in the applicable column.

C. *Not Compatible*. These uses, for various reasons such as population density or height, have been determined to not be compatible within the Airport Zone. Uses that are identified as not compatible are not able to locate within the applicable Airport Zone and are indicated in the Use Matrix by a “NC” in the applicable cell.

Use Types	Airport Zone B (1)	Airport Zone C (1)	Airport Zone D
Retail Precinct			
Clinic or Group Medical Center	AR	AR	AR
Consumer Service	AR	AR	AR
Food Sale Establishments	AR	AR	AR
Lodging	NC	NC	AR
Park	AR	NC	C
Personal Improvement Services	AR	AR	AR
Personal Service	AR	AR	AR
Printing, lithographing or film processing	AR	AR	AR
Restaurants	AR	AR	C
Retail Service	AR	AR	AR
Veterinary Service	AR	AR	AR
Office Precinct (A)			
Business or Trade School	NC	NC	AR
Clinic or Group Medical Center	AR	AR	AR
Commercial Recreation • Outdoor • Indoor	NC AR	NC NC	AR AR
Corporate Office	AR	AR	AR
Financial Service (2)	AR	AR	AR
General Office	AR	AR	AR
Park	AR	NC	C
Personal Improvement Services (2)	AR	AR	AR
Printing, lithographing or film processing (2)	AR	AR	AR
Research Services	AR	AR	AR
Restaurants (2)	AR	AR	C
Retail Service (2)	AR	AR	AR
Office Precinct (B)			
Business or Trade School	NC	NC	AR
Clinic or Group Medical Center	AR	AR	AR
Financial Service	AR	AR	AR
General Office	AR	AR	AR
Park	AR	NC	C
Research Services	AR	AR	AR
Flex Precinct			
Construction Sales & Service	AR	AR	AR
Financial Service	AR	AR	AR
Furniture and Appliance Store	AR	AR	AR

General Office	AR	AR	AR
Manufacturing, Assembly & Compounding	AR	AR	AR
Printing, lithographing or film processing	AR	AR	AR
Research Services	AR	AR	AR
Retail Service	AR	AR	AR
Storage Facility	C	AR	C
Surplus Sales	AR	AR	AR
Trade Service	AR	AR	AR
Warehouse Precinct			
Construction Sales & Service	AR	AR	AR
Manufacturing, Assembly & Compounding	AR	AR	AR
Research Services	AR	AR	AR
Storage Facility	C	AR	C
Surplus Sales	AR	AR	AR
Warehousing	C	AR	C
Transportation	C	AR	C
Data Centers	AR	AR	AR
Electrical Substations	AR	AR	AR

(1) Low-Rise Buildings (1-3 levels)

(2) Only as supportive to a primary use and located on the first floor of that primary use.

The Iowa Airport Land Use Guidebook, prepared by Mead & Hunt and dated 2007, identifies several compatibility issues for airports and their host communities. Among these issues are the following:

- Noise sensitivity related issues
- Safety related issues
 - High population densities
 - Tall structures
 - Visual obstructions
 - Wildlife and bird attractants

Applicants of those uses requiring additional review, listed above, will need to address how the noise sensitivity and/or safety issues are not applicable to their proposal or how their proposal addresses and mitigates these issues. Regarding the noise sensitivity issues, *The Iowa Airport Land Use Guidebook* identifies the following examples of mitigating noise related issues:

- Shielding people from noise;
- Increase awareness of noise issues through education programs; and/or,
- Allow land uses that have relatively high ambient noise levels or are otherwise not particularly noise sensitive.

Regarding the safety related issues, *The Iowa Airport Land Use Guidebook* provides some discussion and potential mitigation or acceptable levels for each of the safety related issues.

Population Density:

A national standard for acceptable population density has not been established at this time, however the *California Airport Land Use Planning Handbook* provides some benchmarks that can be utilized as follows:

- Light Industrial: 35-50 people per acre within the facility.
- Two-Story Motel: 35-50 people per acre within the dwelling unit.
- Single-Story Shopping Center: 75 to 125 people per acre within the facility.
- Sit-Down Restaurant: 100 people per acre within the building.
- Fast Food Restaurant: 150 people per acre within the building.

Tall Structures:

Tall structures may include natural vegetation growth such as trees and shrubs as well as buildings. Siting of tall objects such as multi-story structures, power lines, wind farms, and telecommunication towers near airport traffic patterns and flight paths are discouraged.

Visual Obstructions:

Visibility can be obscured by any of the following:

- Dust
- Glare
- Light Emissions
- Smoke
- Steam
- Smog

Wildlife and Bird Attractants:

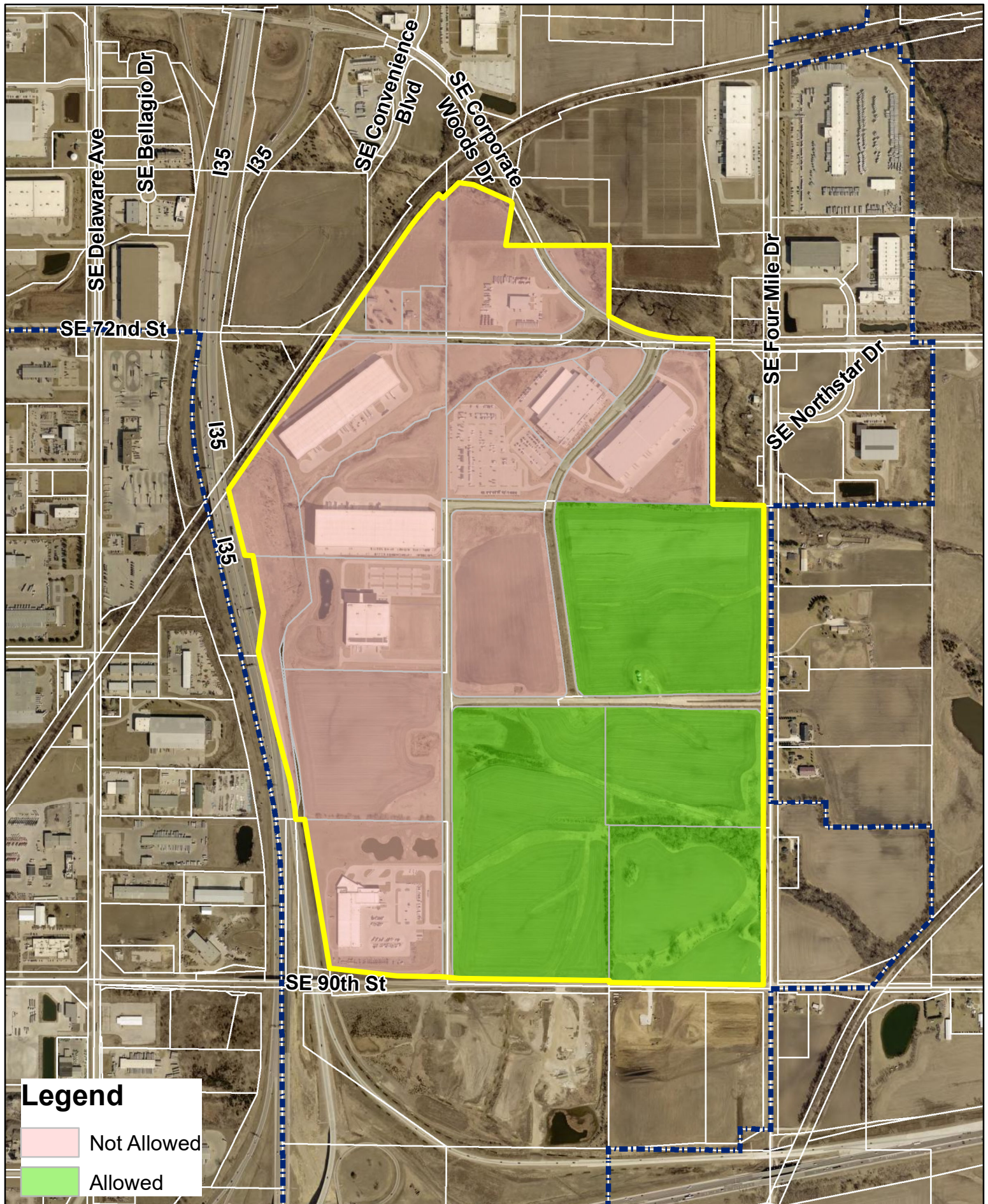
The *Iowa Airport Land Use Guidebook* identifies that aircraft collisions with wildlife are steadily increasing. Uses such as pools, ponds, sewage lagoons, and fountains near the airport should be discouraged. Underground facilities such as French drains, buried rock fields, or temporary holding basins that drain within 24 hours would be acceptable. If ditches and drains cannot be removed or need to be utilized, it is suggested that the banks should be mowed regularly to control bird nesting and perching.

9. Design Standards (Also see attached documents, sketches and graphics)

The design standards for the Crosswinds Planned Unit Development are intended to assist in constructing the vision that has been developed through the Master Planning process. To that end, the documents and drawings associated with this section provide both general and specific guidelines and standards for many of the physical elements of this project. Architecture; site design and layout; streetscapes and landscapes; signage and park design elements are addressed within the *Crosswinds Master Plan & Design Concepts Manual* and become a part of this Planned Unit Development Regulation by reference. The Iowa Statewide Urban Design Standards for Public Improvements (SUDAS) and the Iowa Statewide Stormwater Management Manual by this reference become a part of the guiding regulations for the physical

development of this project with the exceptions noted in this document and its references. In other words, this Planned Unit Development regulation governs first, followed by the *Crosswinds Master Plan & Design Concepts Manual* and Appendix, and finally those existing City standards of the Municipal Code, the Standard Specifications and the Iowa Statewide Urban Design Standards for Public Improvements standards and Iowa Statewide Stormwater Management Manual.

The guiding documents found in the Appendix of the Master Plan include a market assessment, a traffic impact study, a storm water analysis, and a utilities analysis. These were foundational documents for the master plan and are incorporated into this Planned Unit Development by reference. In addition, the physical characteristics of the site have been studied and site specific design elements created. The master plan further enhanced some of this information.



Legend

- Not Allowed
- Allowed

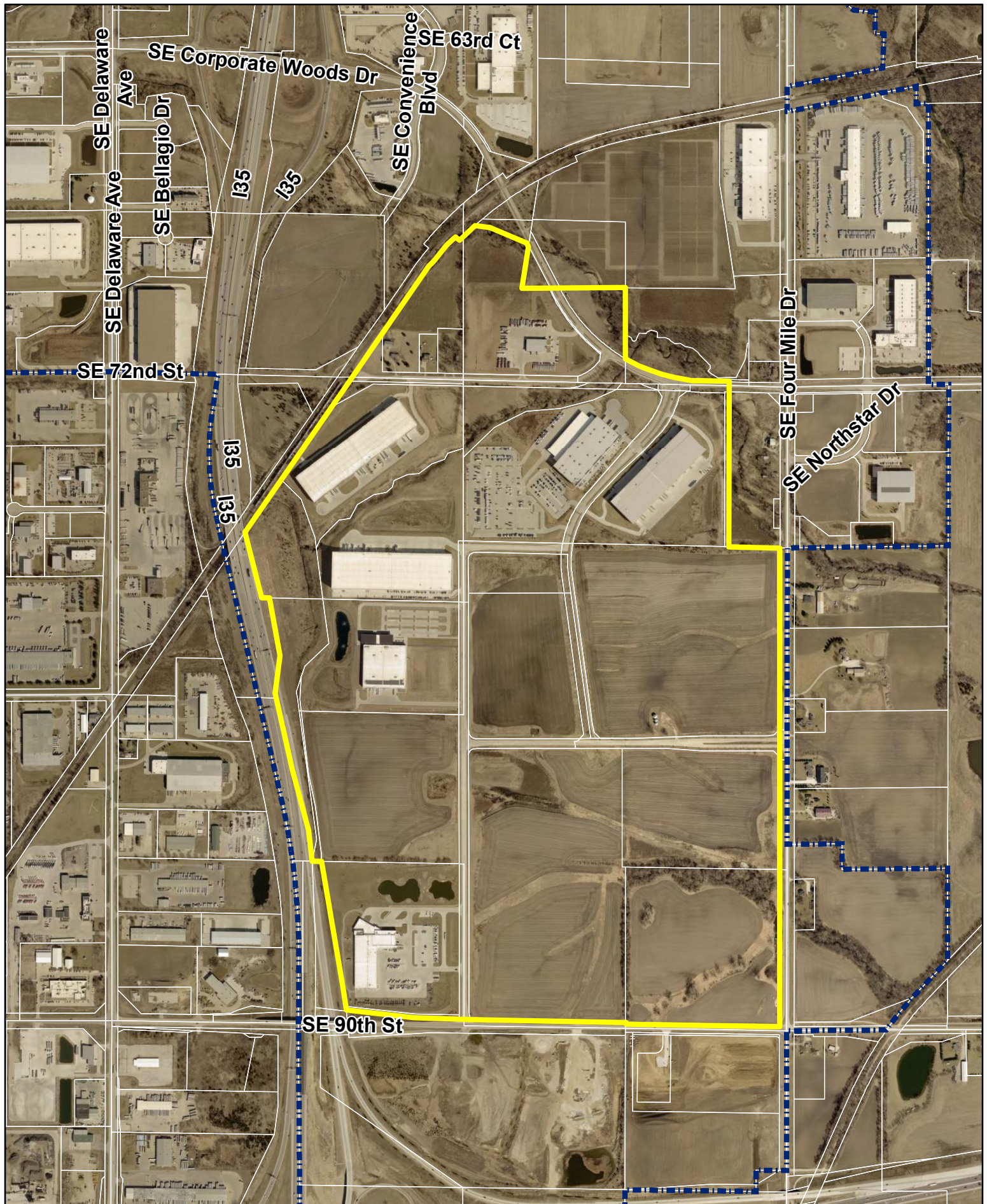
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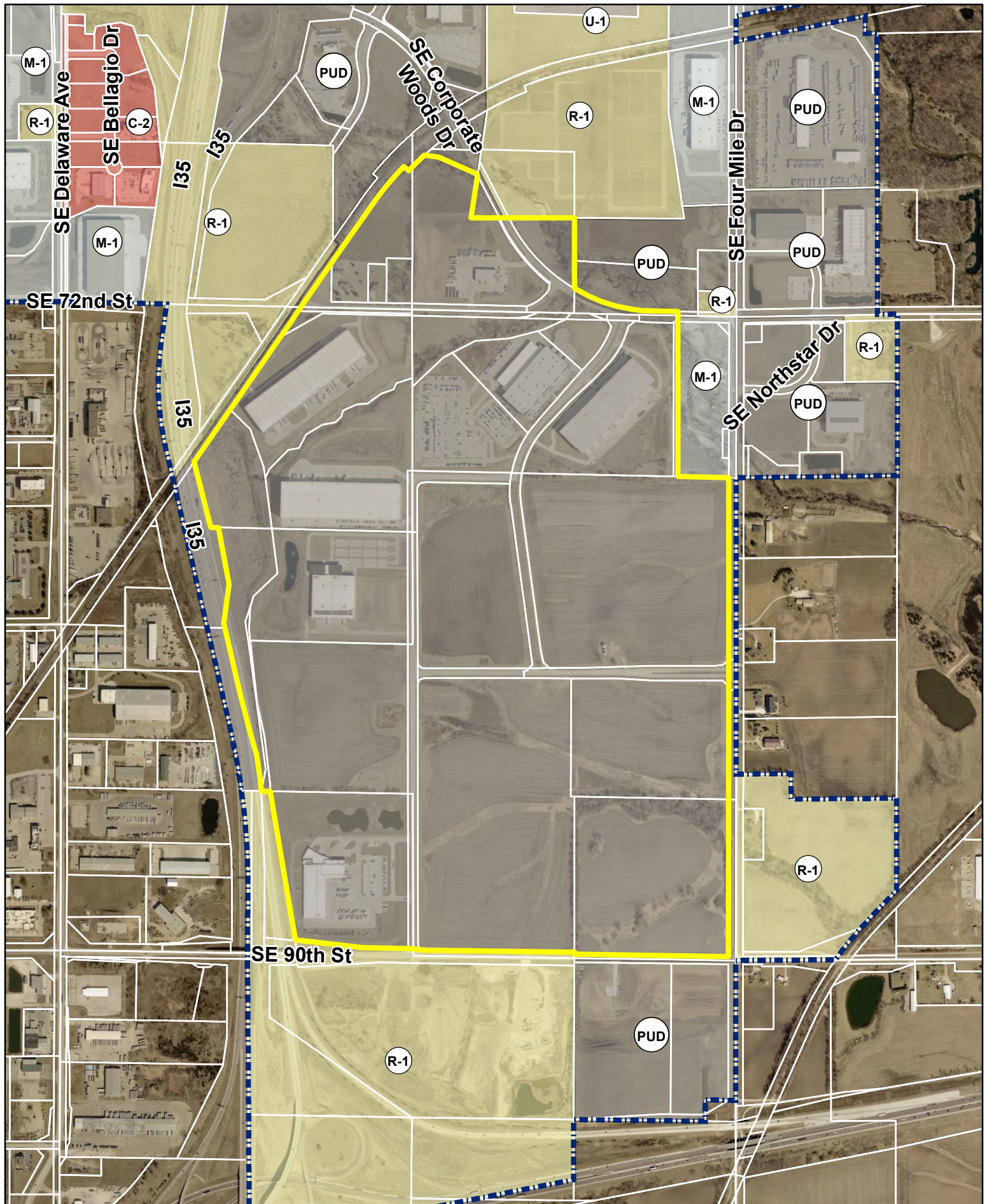


1 inch = 1,000 feet

Date: 10/1/2025

Exhibit E Data Center & Electrical Sub Stations Allowed Areas





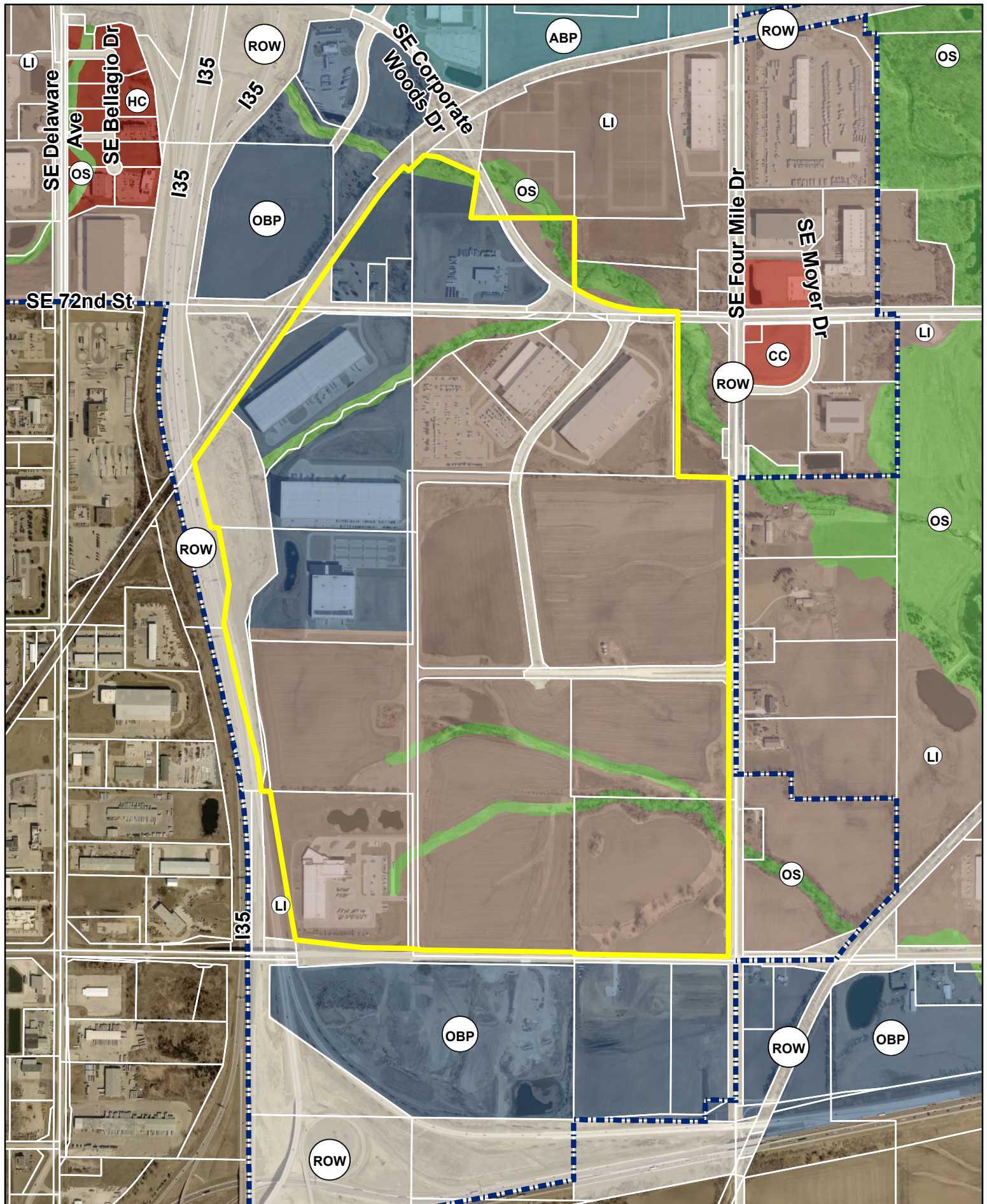
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1 inch = 1,000 feet

Date: 10/2/2025

Crosswinds Business Park PUD Amendment Zoning Map





ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Proposed 2026 State Legislative Priorities

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

Each year, the City establishes State legislative priorities that assist the Mayor, City Manager and staff in intergovernmental relations. The proposed legislative priorities are attached.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve attached resolution establishing the City's 2026 State legislative priorities.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt **RESOLUTION** establishing the City of Ankeny's 2026 State Legislative Priorities.

ATTACHMENTS

1. Resolution CY2026 Legislative Priorities
2. 2026 Legislative Priorities

RESOLUTION NO. 2025-_____

**RESOLUTION ESTABLISHING THE CITY OF ANKENY'S
2026 STATE LEGISLATIVE PRIORITIES**

WHEREAS, the City of Ankeny and other cities play a crucial role as economic drivers in the State of Iowa's economy; and

WHEREAS, cities need to partner with the State of Iowa to ensure they receive the support they need to energize their own and the State's economic futures; and

WHEREAS, an ongoing dialogue on key legislative matters between City policymakers and staff with the State's legislators and Executive Branch is an important component of any community's success.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny hereby approves the attached list of 2026 State Legislative Priorities.

BE IT FURTHER RESOLVED that the City Manager and staff pursue these priorities on behalf of the City Council during the 2026 State Legislative session.

APPROVED AND ADOPTED this 1st day of December, 2025.

Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

City of Ankeny

2026 Legislative Priorities

PROPERTY TAX SYSTEM:

Maintain status quo to analyze past legislative impacts.

The State should not make further changes to the property tax system until cities have had a period of observation and analysis to determine the aggregate impacts of previous legislative changes and align their service levels and budgets accordingly.

TAX INCREMENT FINANCING (TIF):

Useful tool for economic development, limit reform and seek input from cities.

Tax Increment Financing (TIF) is a useful economic development tool that should not be limited without significant and collaborative input from cities. Current TIF law is effective and includes provisions for accountability. Efforts to exclude certain taxing jurisdictions from sharing in the costs of TIF could negatively impact city budgets and extend incentive periods, as those who benefit should participate in the costs.

TOWNSHIP TAX RATE FOR FIRE AND/OR EMS SERVICES:

Cities should not subsidize the cost of providing critical public safety services to Townships.

The current statutory levy caps for townships to pay for these services are too low and should be adjusted upward or removed entirely to ensure an equitable playing field for city taxpayers who provide the services.

MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI):

Address employer-paid costs to ensure sustainability.

The City of Ankeny values its police officers and firefighters who bravely serve in critical roles in local government. The funding mechanism for the Municipal Fire & Police Retirement System of Iowa (MFPRSI) requires 100% of any increases in costs to be paid by the employer, in contradiction to many other public pension systems. This can and has resulted in significant changes to contribution rates for employers. Employer contribution rates have ranged from a low of 22.66% to a high of 30.41% since fiscal year 2015. A rational, thoughtful solution to long-term public safety pension funding is needed to ensure the pension system is sustainable.

PROPERTY ACQUISITION EFFICIENCY:**Explore legislation capping legal fees and establishing timelines for resolving property acquisition issues.**

The eminent domain process for property acquisition can be hindered by long, drawn-out legal processes that result in exorbitant, taxpayer-unfriendly legal fees and delays. Legislation should be explored to cap legal fees and establish reasonable timelines for resolving these issues to create a fairer system for taxpayers without negatively affecting property owners' right to just compensation.

MODERNIZE PUBLIC NOTIFICATION REQUIREMENTS:**Allow municipalities to publish public notices on city websites.**

Iowa law requires cities to publish public notices in an official newspaper. The city supports legislation to modernize public notification requirements by rescinding the statutory newspaper requirement and allowing cities to post notices on their official websites and social media sites instead, which would result in significant savings for public entities and streamline the process.

REDUCE CITY LIABILITY, EXPOSURE AND COST:**Allow municipal authorities to impose property owner liability for defective sidewalks.**

In the summer of 2024, the Iowa Supreme Court issued *Splittgerber v. Bankers Trust Co.* which ruled that cities cannot impose liability on property owners for defective sidewalk accidents. The city therefore supports legislation to amend Iowa Code section 364.12 to expressly grant municipalities the authority to impose liability on property owners for these accidents, as the current ruling places an undue burden and legal exposure on cities to ensure public safety and maintain sidewalks.

ELECTRIC MOTORBIKES CLASSIFICATION:**Establish statewide standards to address electric motorbikes.**

The city supports state legislation to create a distinct "electric motorbike (e-moto)" category separate from Class 1–3 electric bikes and electric foot scooters; require e-motos to meet appropriate equipment, licensing, registration, and insurance rules based on performance; and prohibit e-motos on sidewalks and shared use trails unless locally authorized. The city further supports uniform statewide definitions, speed limits, and manufacturer labeling for e-bikes and e-scooters that deter tampering and misclassification and maintain appropriate access for e-bikes and e-scooters where bicycle use is permitted.



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025

5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

\$9,044,000 Water Revenue Capital Loan Notes, Series 2025C

ORIGINATING DEPARTMENT

City Manager's Office

COUNCIL GOAL

Exercise Financial Discipline

ACTION REQUESTED

Resolution

LEGAL

Item reviewed by legal counsel

EXECUTIVE SUMMARY

The City Council held a public meeting and hearing on the proposal to initiate proceedings for a Loan and Disbursement Agreement with the Iowa Finance Authority, in an amount not to exceed \$9,100,000 Water Revenue Capital Loan Notes, Series 2025. The proceeds will fund the Central Iowa Water Works (CIWW) asset transfer. The CIWW asset transfer requires a capital contribution equal to the book value of reserve capacity and the value of additional allocated reserve capacity, totaling \$17,725,432. This one-time capital investment will be funded with \$8,952,846 in Water Revenue Capital Loan Notes and \$8,772,586 in cash on hand.

The Council's final action is to approve the Loan and Disbursement Agreement and the associated Tax Exemption Certificate.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes; approval of Tax Exemption Certificate.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C will be payable from and secured by the net revenues of the Water Utility.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt RESOLUTION approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes; approval of Tax Exemption Certificate.

ATTACHMENTS

1. Resolution
2. Loan and Disbursement Agreement
3. Tax Exemption Certificate

Resolution No. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF
LOAN AND DISBURSEMENT AGREEMENT BY AND
BETWEEN THE CITY OF ANKENY AND THE IOWA FINANCE
AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE
ISSUANCE AND SECURING THE PAYMENT OF \$9,044,000
WATER REVENUE CAPITAL LOAN NOTES, SERIES 2025C, OF
THE CITY OF ANKENY, STATE OF IOWA, UNDER THE
PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR
A METHOD OF PAYMENT OF THE NOTES; APPROVAL OF
TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Ankeny, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Water Utility, sometimes hereinafter referred to as the "System", and the Net Revenues thereof are available for the payment of Water Revenue Capital Loan Notes, Series 2025C, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2025C, to the extent of \$9,044,000 for the purpose of defraying the costs of the Project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued certain water revenue bonds, notes, or other obligations, part of which remain outstanding and are a lien on the Net Revenues of the System (the "Outstanding Obligations"); and

WHEREAS, in the Prior Note Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Obligations may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, or refunding outstanding obligations, provided that there has been procured and placed on file with the Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations; and

WHEREAS, a statement of PFM Financial Advisors LLC, an independent municipal advisor not in the regular employ of Issuer, has been placed on file in the office of the Clerk, showing the conditions and limitations of the Prior Note Resolutions, with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Obligations ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$9,100,000 Water Revenue Capital Loan Notes has heretofore been duly published and

no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Obligations" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program. Defined terms in the Agreement as incorporated herein.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Program.
- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year, except to the extent of any conflict with the terms of the Outstanding Obligations while the same remain outstanding.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.
- "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.

- "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

- "Notes" or "Note" shall mean \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C, authorized to be issued by this Resolution.

- "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.

- "Outstanding Obligations" shall mean the portions of the following Water Revenue Bonds or Notes which are still outstanding and unpaid, and remain a lien on the Net Revenues of the System, including:

\$1,605,000 Water Revenue Bonds, Series 2017B, dated May 31, 2017;

\$5,990,000 Water Revenue Bonds, Series 2018B, dated May 30, 2018;

\$5,090,000 Water Revenue Bonds, Series 2019B dated May 28, 2019;

\$3,375,000 Water Revenue Bonds, Series 2020B dated June 9, 2020;

\$2,865,000 Water Revenue Capital Loan Notes, Series 2021 dated April 23, 2021;

\$5,783,000 Water Revenue Capital Loan Notes, Series 2023A dated April 21, 2023;

\$3,248,000 Water Revenue Capital Loan Notes, Series 2023C dated May 19, 2023;

\$11,103,000 Water Revenue Capital Loan Notes, Series 2023D dated December 22, 2023;

\$3,780,000 Water Revenue Bonds, Series 2024B dated June 20, 2024; and

\$1,356,000 Water Revenue Capital Loan Notes, Series 2025 dated August 22, 2025.

- "Parity Obligations" shall mean water revenue bonds or notes payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.

- "Paying Agent" shall be the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);
 - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farm Credit System Financial Assistance Corporation
 - USDA - Rural Development
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (PHA's)
 - Federal Housing Administration
 - repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
 - senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
 - U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
 - commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

- "Prior Note Resolution(s)" shall mean the resolution(s) of the City Council authorizing the issuance of the Outstanding Obligations.

- "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser.

- "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the CIWW Asset Transfer project.

- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held until disbursed to pay Project costs.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Notes and Parity Obligations requiring a reserve; (b) 10% of the stated principal amount of the Notes and Parity Obligations requiring a reserve, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations requiring a reserve. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.
- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Administrative Services Director, or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City, in the County of Polk, State of Iowa, each to be designated as "Water Revenue Capital Loan Notes, Series 2025C", in the aggregate amount of \$9,044,000 for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized, Parity Obligations, and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2025C of the City in the amount of \$9,044,000 shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTES, SERIES 2025C", be dated the date of delivery, and bear interest at the rate of 3.01% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2026 and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of \$1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$9,044,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot, by giving not less than thirty (30) days' written notice of redemption to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the

same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. The Note shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"WATER REVENUE CAPITAL LOAN NOTES"
"SERIES 2025C"

Rate: 3.01%
Maturity: June 1, 2045
Note Date: December 19, 2025
"Registered"
Certificate No. R-1
Principal Amount: \$9,044,000

The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 3.01% per annum, payable on June 1, 2026, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Program and attached hereto based upon actual advancements, final costs and

completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the CIWW Asset Transfer project, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which Additional Obligations of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in any order of maturity, by lot by giving thirty (30) days' written notice of redemption, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Resolution.

This Note and the series of which it forms a part, other Outstanding Obligations ranking on a parity therewith and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Note, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the municipal water utility (the "System"), as defined and provided in the Resolution. There has heretofore been

established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, other Outstanding Obligations, and Additional Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, the Treasurer of the City of Ankeny, State of Iowa, all as of the 19th day of December, 2025.

Date of authentication: December 19, 2025

This is one of the Notes described in the within mentioned Resolution, as registered by the Treasurer

TREASURER, Registrar

By: _____
Registrar

Registrar and Transfer Agent:	Treasurer
Paying Agent:	Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor
ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall

be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

(End of form of Note)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance.

Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Notes and Parity Obligations and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall

have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolutions, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"), and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, and maintaining a reserve therefor, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor, as required. Except as may be otherwise provided in the Prior Note Resolutions, proceeds of the Notes or other funds may be invested in Permitted Investments.

Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the legislation authorizing the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the notes or bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

At such time as the Outstanding Obligations are paid, and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Water Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the

Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations plus 1/12th of the installment of principal coming due on such Notes and Parity Obligations on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

c) Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 25 percent of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. At Closing, the City shall deposit into the Reserve Fund an amount sufficient to satisfy the Reserve Fund Requirement, from cash on hand.

d) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

e) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not

be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 18. Investments. Moneys on hand in the project fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Section.

The Sinking Fund and Reserve Fund shall be segregated in separate accounts but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund and Reserve Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business.

The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited and reported upon, by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund or Reserve Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the Original Purchaser and to the Noteholder upon request.

j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the Net Revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund, if any;

b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any Outstanding Obligations, Parity Obligations or Additional Obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor; or an independent financial consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial consultant, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of

rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

(ii) the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Obligations.

Nothing in this Section shall prohibit or restrict the right of the Issuer to issue additional revenue bonds or other revenue obligations and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided that such additional revenue bonds or obligations shall be junior and subordinate to the Notes.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby approved, and incorporated herein by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the

Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably

appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal or interest on the Notes or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of December, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$9,044,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2025C

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of December 19, 2025 by and between the City of Ankeny, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on December 1, 2025, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Water System” shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$9,044,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$45,220.00), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 3.01% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 3.26%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

Attest:

Michelle Yuska, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

4902-0777-8939-1\10174-761

TAX EXEMPTION CERTIFICATE

of

CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$9,044,000 Water Revenue Capital Loan Notes, Series 2025C

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION.....	- 1 -
ARTICLE I DEFINITIONS.....	- 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS	- 4 -
Section 2.1 Authority to Certify and Expectations	- 4 -
Section 2.2 Receipts and Expenditures of Sale Proceeds.....	- 6 -
Section 2.3 Purpose of Bonds	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification.....	- 7 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds.....	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield.....	- 8 -
Section 2.7 Pertaining to Yields.....	- 10 -
ARTICLE III REBATE	- 11 -
Section 3.1 Records.....	- 11 -
Section 3.2 Rebate Fund.....	- 11 -
Section 3.3 Exceptions to Rebate	- 11 -
Section 3.4 Calculation of Rebate Amount.....	- 12 -
Section 3.5 Rebate Requirements and the Bond Fund	- 12 -
Section 3.6 Investment of the Rebate Fund.....	- 12 -
Section 3.7 Payment to the United States	- 13 -
Section 3.8 Records.....	- 13 -
Section 3.9 Additional Payments	- 13 -
ARTICLE IV INVESTMENT RESTRICTIONS	- 14 -
Section 4.1 Avoidance of Prohibited Payments	- 14 -
Section 4.2 Market Price Requirement	- 14 -
Section 4.3 Investment in Certificates of Deposit.....	- 14 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements.....	- 15 -
Section 4.5 Records.....	- 17 -
Section 4.6 Investments to be Legal.....	- 17 -
ARTICLE V GENERAL COVENANTS.....	- 17 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS.....	- 17 -
Section 6.1 Opinion of Bond Counsel; Amendments	- 17 -
Section 6.2 Additional Covenants, Agreements.....	- 18 -
Section 6.3 Internal Revenue Service Audits.....	- 18 -
Section 6.4 Amendments.....	- 18 -
EXHIBIT "A"	19
EXHIBIT "B"	20

TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on December 19, 2025, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$9,044,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2025C, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Financial Advisor" means PFM Financial Advisors LLC.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Reserve Fund, Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$9,044,000, as set forth in Exhibit A.
- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the CIWW Asset Transfer project, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means Iowa Finance Authority of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on December 1, 2025, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

- (a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.
- (b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.
- (c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the certifications of the Financial Advisor as set forth in Exhibit B hereto, and (6) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any

Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds disbursed over time are expected to be expended as follows:

(a) \$91,032.50 representing costs of issuing the Bonds (including the Initiation fee (\$45,220) for the Loan) will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$8,952,967.50 will be available to draw into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

(c) Issuer cash on hand will supplement the Reserve Fund (see Section 2.6 herein for more information on the Reserve Fund).

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds 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 the CIWW Asset Transfer project.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit to the extent which would create excessive private activity over the life of the Bonds so as to cause the Bonds to be private activity bonds. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. All of the financed facilities are owned by the City and are expected to be used by the public generally, including commercial and industrial users. There are no contractual arrangements or agreements between the City and any commercial or industrial user of the Water Utility, and there are no other lease, management contract or other similar arrangements with respect to the Water Utility. Commercial or industrial users of the Water Utility may be or become subject to different rates or charges than those imposed on residential customers, depending on the volume of the water they purchase. All such charges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for water services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend

interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(4)(A) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

(e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.

(f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.

(g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be \$623,014 (maximum annual debt service).

(2) "Reserve Fund" means that portion of the Revenue Fund as described in the Resolution.

(h) The Bond Fund and the Reserve Fund are funds which either (a) are reasonably expected to be used to pay debt service on the Bonds and Parity Bonds, or (b) are pledged to the payment of debt service on the Parity Bonds should other sources prove insufficient. The Bond Fund is a "sinking fund" as defined in Regulation 1.148-1(c)(2). The Bond Fund and the Reserve Fund apply to two or more issues, and each fund in the aggregate shall be referred to as a "Commingled Fund". Each Commingled

Fund shall be allocated among the various issues of Bonds and Parity Bonds according to the methods described below.

(i) For purposes of Subsection (h), the following terms shall have the meanings set forth below:

(1) "Bond Fund Allocation Factor" shall be determined by dividing the original face amount of the Bonds, \$9,044,000, by the sum of the original face amounts of all outstanding Parity Bonds.

(2) "Parity Bonds" means the Bonds, and all other outstanding bonds of the Issuer ranking on a parity with the Bonds as set forth in the Resolution.

(3) "Reserve Fund Allocation Factor" shall be determined by dividing the original principal amount of the Bonds, \$9,044,000 by the sum of the original face amounts of all outstanding Parity Bonds.

A portion of the investments in each Commingled Fund and earnings thereon shall be allocated to the Bonds by applying a certain percentage (the "Series 2025C Share") of the market value of the investments in the applicable Commingled Fund. Each time an issue of Parity Bonds is no longer outstanding and each time additional Parity Bonds are issued, the Issuer shall calculate the Series 2025C Share for the Bond Fund and Reserve Fund. The Series 2025C Share is determined for each Commingled Fund by applying the Bond Fund Allocation Factor and the Reserve Fund Allocation Factor, as applicable. Each time it shall be necessary to determine the earnings on the Bond Fund or the Reserve Fund, the Issuer shall multiply the earnings for the applicable Commingled Fund by the applicable Series 2025C Share. The Issuer may, at any time, use any other allocation method for the Reserve Fund or the Bond Fund allowed by Regulation 1.148-6(e)(6).

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.010112% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Six Month Exception

The Gross Proceeds of the Bonds are expected to be fully expended for the governmental purposes for which the Bonds were issued no later than six months after the date of issue. If

contrary to the reasonable expectations of the Issuer, the Gross Proceeds are not expended within six months, the Issuer will comply with the arbitrage rebate requirements of the Code.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, the Reserve Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the date of deposit into the Reserve Fund, or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Administrative Services Director , City of
Ankeny, State of Iowa

(SEAL)

EXHIBIT "A"

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned officer of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Ankeny, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C of the City dated as of the date of delivery (the "Notes").

2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.

3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$9,044,000	None	3.01%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this _____ day of _____, 2025.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned, do hereby certify that I am the _____ of PFM Financial Advisors LLC (the "Financial Advisor"). The Financial Advisor acknowledges that this Certificate is given, in part, as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$9,044,000 Water Revenue Capital Loan Notes, Series 2025C, of the Issuer (the "Bonds"), and as a basis for certain opinions of Ahlers & Cooney, P.C., Bond Counsel, with regard to the tax-exempt status of the Bonds. All definitions contained in the Tax Exemption Certificate are hereby incorporated by reference.

1. Since Issuer revenues are subject to changes beyond its control, potential purchasers of the Bonds expect a reserve fund to be established to provide some measure of protection for their investments and to provide a workout period for the Issuer in case of adversity.

2. A reasonable time period for providing a workout is one year. Therefore, the reserve fund provided in the Resolution authorizing the issuance of the Bonds is, in our opinion, reasonably required under current market conditions.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2025.

PFM FINANCIAL ADVISORS LLC

By: _____

Title: _____

4900-7599-0651-1\10174-761



ANKENY CITY COUNCIL

Ankeny City Council Agenda

December 1, 2025
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, Jeff Perry, Joe Ruddy, Kelly Stearns

ITEM NAME

Proposed Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA)

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED

Approve
Resolution

LEGAL

No Legal Review Required

EXECUTIVE SUMMARY

The City of Ankeny is a member of the Wastewater Reclamation Authority (WRA) to support the collection and treatment of wastewater from the Ankeny sanitary sewer system. For this service, the City's sanitary sewer utility pays for the proportionate maintenance costs and for debt service payments under the terms of the intergovernmental agreement for the WRA. The WRA has approved a new facility plan which calls for significant capital improvements and bonding in the upcoming fiscal years that will increase Ankeny's debt payments to the WRA. Given the population growth in the WRA member communities and large investments ahead, the WRA Board has spent the last two years reviewing the organizational and management structure of the utility. The result of that work is now before the City Council as the proposed approval of the third amended and restated agreement for the WRA.

CITY MANAGER/STAFF RECOMMENDATIONS:

To adopt RESOLUTION Approving the Third Amended and Restated Agreement for the Wastewater Reclamation Authority.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Changes and updates are highlighted in the attached material and include updates to reflect how the WRA has

been operating relative to committees, facility planning, acknowledgment of completed projects, identification of prospective projects, new membership and voting processes, and update the agreed-upon aggregate debt limit of the WRA (from not more than \$675,000,000 to \$975,000,000 principal outstanding as of June of any future year). Also included with the restated agreement are updated exhibits for planned improvements, and anticipated issuance of debt for the same.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt **RESOLUTION** approving and authorizing execution and delivery of Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), consenting to the issuance of Bonds by the Board of the WRA for the purpose of constructing improvements under the terms of said Agreement, and related matters.

ATTACHMENTS

1. Resolution
2. 3rd Amended and Restated 28E28F Form Approved by WRA Board on 11-18-2025
3. Third Amended and Restated Agreement (One-pager two-sided)
4. WRA Agreement Presentation for Communities

ITEMS TO INCLUDE ON AGENDA

ANKENY, IOWA

Des Moines Metropolitan Wastewater Reclamation Authority

- Resolution approving and authorizing execution and delivery of Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), consenting to the issuance of Bonds by the Board of the WRA for the purpose of constructing Improvements under the terms of said Agreement, and related matters

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF ANKENY.

December 1, 2025

The governing body of Ankeny, Iowa, met in open session, in the Ankeny City Hall, Iowa, at 5:30 P.M., on the above date. There were present Bobbi Bentz, Mayor, in the chair, and the following named Members:

M. Davis, J. Perry, J. Ruddy, T. Shafer, K. Stearns

Absent: **None**

Vacant: **None**

* * * * *

Member _____ introduced the following **Resolution 2025-467** entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF THE THIRD AMENDED AND RESTATED AGREEMENT FOR THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY (WRA), CONSENTING TO THE ISSUANCE OF BONDS BY THE BOARD OF THE WRA FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS UNDER THE TERMS OF SAID AGREEMENT, AND RELATED MATTERS", and moved its adoption. Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Chair declared the following resolution duly adopted.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF THE THIRD AMENDED AND RESTATED AGREEMENT FOR THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY (WRA), CONSENTING TO THE ISSUANCE OF BONDS BY THE BOARD OF THE WRA FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS UNDER THE TERMS OF SAID AGREEMENT, AND RELATED MATTERS

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District (together, the "Participating Communities") are parties to the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority ("WRA"), filed with the Secretary of State on June 11, 2014, as amended by the Grimes Supplemental Participation Agreement, effective July 1, 2022, as filed with the Iowa Secretary of State pursuant to Chapter 28E and Chapter 28F of the Iowa Code as agreement M512584 (the "Second Amended and Restated WRA Agreement, as Amended"); and

WHEREAS, the WRA is a 28E/28F entity established and operating under the Second Amended and Restated WRA Agreement, as Amended, with the City of Des Moines serving as its Operating Contractor under the Initial Operating Contract established thereunder; and

WHEREAS, the WRA Board established an Organizational Assessment Committee for purposes of developing proposed amendments to the Second Amended and Restated WRA Agreement, as Amended, and proposed amendments to the Initial Operating Contract; and

WHEREAS, the Organization Assessment Committee, with the assistance of counsel retained by the WRA, and in consultation with the City of Des Moines, as Operating Contractor, have prepared a Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority under Chapter 28E and Chapter 28F, Iowa Code (the “Third Amended and Restated WRA Agreement” or “Agreement”), as well as an Amended and Restated Operating Contract that extends and modifies the Initial Operating Contract currently in effect (the “Amended and Restated Operating Contract”); and

WHEREAS, on October 21, 2025, the WRA Board approved the receipt and filing of preliminary draft forms of the Third Amended and Restated WRA Agreement and the Amended and Restated Operating Contract; and

WHEREAS, the Third Amended and Restated WRA Agreement and the Amended and Restated Operating Contract are each intended to be contingent upon the adoption of the other, with a first step being WRA Board approval of the form of the proposed Third Amended and Restated WRA Agreement and the submission thereof to the governing bodies of the parties thereto for consideration and approval; and

WHEREAS, a proposed final form of the Third Amended and Restated WRA Agreement, a copy of which is attached hereto, was approved by the WRA Board on November 14, 2025 as to form and for submission to the Participating Communities and the Associate Community named therein for their review and approval; and

WHEREAS, this governing body has reviewed the Third Amended and Restated WRA Agreement, and has determined the approval of the same is in the best interests of the City of Ankeny and the residents thereof, and that the governing body should evidence its consent to the issuance of Bonds as provided in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ANKENY, IOWA:

Section 1. Definitions. All capitalized terms used in this resolution shall have the meanings given to them in the Agreement.

Section 2. Approval of Agreement. The form and content of the Agreement, in substantially the form attached hereto subject to such clerical edits or corrections as may be necessary to complete the same, is in all respects authorized, confirmed and approved. The Mayor and City Clerk are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City of Ankeny, and that from and after the execution and delivery of the Agreement, the foregoing officials are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, including any such certificates or documents as may be necessary or desirable in order to further evidence the authorization of the City of Ankeny with respect to the approval of the Agreement, and issuance

of any Bonds or Refunding Bonds as provided in the Agreement.

Section 3. Consent to Issuance of Bonds. The City of Ankeny hereby consents to and authorizes the WRA Board, pursuant to Section 28F.3 of the Code of Iowa, as amended (the "Code"), to issue Bonds as and to the extent described in Article XIII of the Agreement, for the purposes of acquiring and constructing the Improvements contemplated by the Agreement. The City of Ankeny consents to and agrees that such Bonds may be issued and sold by the WRA Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed 15% in any event, with such covenants and terms and in such form and manner as the WRA Board shall determine to be appropriate, in its sole discretion, and in accordance with the Bond Offering Schedule attached as Exhibit 100 to the Agreement. The City of Ankeny further consents to and authorizes the WRA Board to adjust the principal amount or time of offering of any of the Bonds from the amounts and times set forth in said Exhibit 100 at the time of the sale and issuance of any series of the Bonds in order to respond to changes in the costs, schedule or sequence of construction of the Improvements contemplated by the Agreement, or to market conditions then prevailing, or to otherwise complete the sale on terms deemed advantageous by the WRA Board under the circumstances then and there existing, so long as such modified terms are approved by the WRA Board at the time of sale of the Bonds. Notwithstanding the foregoing grant of discretion to the WRA Board, all Bonds authorized and issued by the Board under the Agreement shall be scheduled to mature so that the aggregate principal amount of all Bonds outstanding on June 30 of each year during the term of the Agreement does not exceed \$975,000,000.

Section 4. Consent to Issuance of Refunding Bonds. In addition to the Bonds authorized in Section 3 hereof, the City of Ankeny hereby consents to and authorizes the WRA Board, pursuant to Section 28F.10 of the Code, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of the Agreement. Such Refunding Bonds may be issued and sold by the WRA Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed 15% in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the WRA Board shall determine to be appropriate.

Section 5. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under the Agreement shall be payable solely from and secured by the Pledged Revenues of the WRA System facilities (as defined in the Agreement) and from other funds of the WRA lawfully available therefore as provided in Section 28F.5 of the Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the City of Ankeny.

Section 6. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding,

the Debt Service thereon shall be allocated to the Participating Communities in accordance with Articles IX, XI and XII of the Agreement, and the City of Ankeny agrees to pay its allocated share of such Debt Service to the WRA at the times set forth in the Agreement.

Section 7. Restriction on Withdrawal. The City of Ankeny further agrees that it may not withdraw or in any way terminate, amend or modify in any way its obligations under the Agreement to the detriment of the holders of the Bonds and Refunding Bonds while any of the Bonds and Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3 of the Code with respect thereto are hereby approved and accepted.

Section 8. Certification. A certified copy of this resolution and the executed signature page to the Agreement shall be promptly provided to the Secretary of the WRA for recording and filing as contemplated in the Agreement and Iowa Code.

Passed and approved this 1st day of December, 2025.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

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

WITNESS my hand and the seal of City of Ankeny hereto affixed this 1st day of **December, 2025**.

Bobbi B. Bentz, Mayor, City of Ankeny, Iowa

SEAL

THIRD AMENDED AND RESTATED AGREEMENT
FOR THE
DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY
UNDER
IOWA CODE CHAPTER 28E AND CHAPTER 28F

Form Approved by WRA Board 11-18-2025

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS

Section 1. Definitions	2
------------------------------	---

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purposes	11
Section 2. Status as Separate Legal Entity and Powers	11

ARTICLE III. ORGANIZATION OF BOARD

Section 1. Governing Body	12
Section 2. Composition of Board and Assignment of Weighted Voting Power	12
Section 3. Voting	14
Section 4. Officers of the Board	15
Section 5. Meetings	16
Section 6. Bylaws	17

ARTICLE IV. POWERS OF THE WRA AND THE BOARD

Section 1. Grant of Powers	17
Section 2. No Private Inurement.....	18

ARTICLE V. COMMITTEES

Section 1. Nominating Committee	18
Section 2. Technical Committee	18
Section 3. Appeal Committee	19
Section 4. Executive Committee.....	19
Section 5. Finance Committee	20
Section 6. Other Committees	20

ARTICLE V-A: ASSOCIATE COMMUNITIES

Section 1. Admission of Associate Communities.....	21
Section 2. Board Representation.....	21
Section 3. Support of WRA Mission	21
Section 4. Limitation on Financial Obligations	22
Section 5. Termination of Associate Community Joinder.....	22

ARTICLE VI. STATUS AND FINANCING OF EXISTING FACILITIES

Section 1. Acquisition of Assets in 2014	22
Section 2. Previously Established Surcharges for Certain Participating Communities.....	22

Section 3. Reversionary Interest in Original Acquisition Assets	23
Section 4. Completed Improvements	23
Section 5. Allocation of Debt Service for Completed Improvements	25
Section 6. Reversionary Interest in Completed Improvements	26

ARTICLE VII. CONSTRUCTION OF ADDITIONAL AUTHORIZED IMPROVEMENTS

Section 1. Construction of Additional Authorized Core Improvements	26
Section 2. Construction of Additional Authorized Conveyance Expansion Improvements	29
Section 3. Construction of Special Improvements	30
Section 4. Construction of Other Improvements and Small Capital Projects.....	31
Section 5. Permitted Adjustments	33
Section 6. Reversionary Interest in New Construction	34
Section 7. Recommended Design Flows	34
Section 8. Contracts for Construction	34

ARTICLE VIII. OPERATION AND MAINTENANCE RESPONSIBILITIES

Section 1. Board Responsibilities for Operation and Maintenance	35
Section 2. Participating Community Responsibilities for Operation and Maintenance	35
Section 3. Staff and Contracts	35
Section 4. WRA Director	36
Section 5. Emergencies and Disasters	37

ARTICLE IX. BUDGET

Section 1. Fiscal Year	37
Section 2. Schedule for Budget Preparation	37
Section 3. Allocation of Annual Budget Shares	37
Section 4. Rate Stabilization and Adjustments	39
Section 5. Budget Hearing	39
Section 6. Budget Arbitration	39
Section 7. Imposition of Sewer Rates and Charges by Participating Communities Payments to WRA	40
Section 8. Priority of Payment Obligations	41
Section 9. Payment Defaults	41

ARTICLE X. FUNDS AND ACCOUNTS

Section 1. Funds and Investments	42
Section 2. Annual Audit	42

ARTICLE X-A WRA PLANNING

Section 1. Long Range Plan.....	43
Section 2. Update to Long Range Plan	44

Section 3. Participating Community Participation	44
Section 4. Implementation of WRA Long Range Plan.....	44
Section 5. WRA Facility Plans	44

ARTICLE XI. SURCHARGES AND SPECIAL USAGE CHARGES TO CERTAIN PARTICIPATING COMMUNITIES

Section 1. Surcharges to Participating Communities	44
Section 2. Special Fees, Rates, Charges, and Surcharges	45

ARTICLE XII. NEW PARTICIPATING COMMUNITIES

Section 1. Admission of New Participating Communities	45
Section 2. Voting Rights	45
Section 3. Budget Share Allocations	45
Section 4. Capital Contribution	46

ARTICLE XIII. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized	47
Section 2. Consent to Issuance	47
Section 3. Not General Obligations	48
Section 4. Allocations of Debt Service	48
Section 5. Cash Payments in lieu of Bonds	48
Section 6. Restriction on Withdrawal	49
Section 7. Future Interpretation	49

ARTICLE XIV. CONNECTIONS, TRANSFERS, AND RECORDS OF REVERSIONARY INTEREST

Section 1. Connections Outside of Participating Community Service Area and Transfers of Interests	50
Section 2. Records of Reversionary Ownership Interest	50

ARTICLE XV. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition	50
Section 2. Disposition	51
Section 3. Acquisition from Participating Communities.	51

ARTICLE XVI. NPDES PERMIT AND INDUSTRIAL PRETREATMENT PROGRAM

Section 1. WRA NPDES Permits	51
Section 2. Administration of Industrial Pretreatment Program	52
Section 3. Adoption of Ordinances	52
Section 4. Enforcement	52

ARTICLE XVII. ANNEXATION AND SERVICE TERRITORIES

Section 1. Annexation Not Prohibited	53
Section 2. Reversionary Interest Retained	53
Section 3. Sanitary District Expansion	53

ARTICLE XVIII. CONSOLIDATION OR MERGER OF PARTICIPATING COMMUNITIES

Section 1. Consolidation or Merger Not Prohibited	53
---	----

ARTICLE XIX. DISCONTINUATION OF SANITARY DISTRICTS

Section 1. Discontinuation	54
Section 2. Board Discretion	54

ARTICLE XX. AMENDMENTS

Section 1. Amendments	54
-----------------------------	----

ARTICLE XXI. BEST EFFORTS, INDEMNIFICATION, AND DISPUTE RESOLUTION

Section 1. Disclaimer	54
Section 2. Best Efforts	55
Section 3. No Liability	55
Section 4. Indemnification	55
Section 5. Remedies	55
Section 6. Notices	55
Section 7. Dispute Resolution – Negotiation, Mediation and Arbitration	55

ARTICLE XXII. WITHDRAWAL BY PARTICIPATING COMMUNITIES

Section 1. Restrictions on Withdrawal	56
---	----

ARTICLE XXIII. EFFECTIVE DATE, DURATION, DISPOSAL OR PROPERTY, AND REVERSIONARY INTEREST

Section 1. Effective Date	56
Section 2. Duration	57
Section 3. Disposal of Property upon Termination	57
Section 4. Extent of Reversionary Interest	57
Section 5. Attachment and Effect of Reversionary Interest	57

ARTICLE XXIV. TRANSITION MATTERS

Section 1. Prior Budget Actions	58
---------------------------------------	----

Section 2. Approval of Amended and Restated Operating Contract	58
Section 3. Policies	58
Section 4. Grimes Supplemental Participation Agreement	58

ARTICLE XXV. SEVERABILITY

Section 1. Provisions to be Severable.....	58
--	----

ARTICLE XXVI. EXECUTION AND ADOPTION OF THIRD AMENDED AGREEMENT

Section 1. Adoption of Third Amended Agreement	58
Section 2. Conditions to Effectiveness	59
Section 3. Signature Pages	59

SIGNATURES

EXHIBITS

Exhibit 1	WRF Facilities Acquired as of June 11, 2014.
Exhibit 2	WRA Participating Communities Reversionary Interest and Capacity Allocation as of June 30, 2014
Exhibits 3-13	Project Drawings Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 14	WRA Birdland Pump Station
Exhibit 15	WRA Southern Tier Interceptor, Phase 10, Segment 23
Exhibits 16-20	Project Drawings Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 21	WRA Ingersoll Run Outlet
Exhibit 22	Project Drawings Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 23	WRA Southwest Outfall Lining – Phase 2
Exhibit 24	Project Drawing Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 25	WRF Effluent Pumping
Exhibit 26	WRF Clarifier Improvements – Phase 2

Exhibit 27	Project Drawing Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 28	WRA Little Fourmile Interceptor, Phase 15, Segment 1
Exhibit 29	Project Drawing Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 30	Project Drawing Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 31	WRA Westside Interceptor
Exhibits 32-40	Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 41	WRA Common Trunk Improvements
Exhibit 42	WRA Joint Trunk Sewer Improvements
Exhibit 43	WRA Southern Tier Interceptor, Western Phase
Exhibits 44-46	Project Drawings Omitted from this Agreement but attached to Second Amended Agreement
Exhibits 47-52	Schedules of Surcharge Payment Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 53	2014 Preliminary Bond Offering Schedule Omitted from this Agreement but attached to Second Amended Agreement
Exhibit 54	WRA Site Acquisition, Clearing, and Securing
Exhibit 55	WRA Sewer Lining – Phase 3
Exhibit 56	WRA Phosphorus Recovery Improvements
Exhibit 57	WRF Disinfection Improvements
Exhibit 58	WRF Biogas Flare System Improvements
Exhibit 59	WRA Sewer Lining – Phase 4
Exhibit 60	WRF Aeration Basin Improvements
Exhibit 61	WRA Sewer Lining – Phase 5
Exhibit 62	WRA Personnel Facilities

Exhibit 63	WRA Sewer Lining – Phase 6
Exhibit 64	WRA Sewer Lining – Phase 7
Exhibit 65	WRF Building 73 Improvements
Exhibit 66	WRF Buildings 50, 51, and 52 Improvements
Exhibit 67	WRF Final Clarifier Expansion – Phase 1
Exhibit 68	WRF Southwest Diversion Pump Station Odor Control
Exhibit 69	WRF Trickling Filter Demolition – Phase 3
Exhibit 70	WRA Southwest Diversion Equalization Basin Odor Control
Exhibit 71	WRA Sewer Lining – Phase 8
Exhibit 72	WRA Southside Des Moines River Interceptor, Phase 4
Exhibit 73	WRF Raw Water Pump Station and Preliminary Treatment
Exhibit 74	WRA Southwest Diversion Pump Station Modifications
Exhibit 75	WRA Southwest Diversion Equalization Basin Modifications
Exhibit 76	WRA Westside Pump Station Modifications
Exhibit 77	WRA Southern Tier Pump Station Modifications
Exhibit 78	WRF Primary Treatment Facilities
Exhibit 79	WRF Influent Sewers Relocation
Exhibit 80	WRF Digester and Dewatering Improvements
Exhibit 81	WRF Hauled Waste Facilities
Exhibit 82	WRF Building 05 and Primary Treatment Demolition for Future Facilities
Exhibit 83	WRF Second Outfall and Disinfection Facilities
Exhibit 84	WRF Primary Treatment Expansion
Exhibit 85	WRF Preliminary Treatment Expansion
Exhibit 86	WRF Gas Conditioning Improvements
Exhibit 87	WRF Effluent Pumping Station No. 2

Exhibit 88	WRF Final Clarifier Expansion Phase 2
Exhibit 89	WRF Biosolids Storage Expansion
Exhibit 90	WRF Waste Sludge Thickening and Blended Sludge Facilities
Exhibit 91	WRF Aeration Basin Expansion
Exhibit 92	WRF Digestion Facilities
Exhibit 93	WRA Pleasant Hill Pump Station Improvements
Exhibit 94	WRA Beaver Creek Interceptor Improvements
Exhibit 95	WRA West Des Moines Outfall, Segments 1 and 2 Improvements
Exhibit 96	WRA Pleasant Hill Force Main Improvements
Exhibit 97	WRA Saylor Creek Interceptor – North Branch
Exhibit 98	Assessment Allocation Process for Special Improvements
Exhibit 99	Schedule of Outstanding Capital Surcharge Payments – Grimes
Exhibit 100	Bond Offering Schedule
Exhibit 101	WRA Flow-Weighted Reversionary Interest Calculation Methodology & Process

THIRD AMENDED AND RESTATED AGREEMENT FOR THE
DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY UNDER
IOWA CODE CHAPTER 28F AND CHAPTER 28F

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Clive, Des Moines, Johnston, Pleasant Hill and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District and the Urbandale-Windsor Heights Sanitary District (the "Constituent Communities") were parties to the Integrated Community Area Agreement dated February 19, 1979 or to one or more of the Supplements thereto (together, the "I.C.A. Agreement");

WHEREAS, the Constituent Communities, together with the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District entered into the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective as of July 1, 2004, and filed with the Iowa Secretary of State as agreement M026426 (the "Original Agreement"), in order to amend, restate and terminate the I.C.A. Agreement and to provide a "two-tier" utility model of governance for the WRA System;

WHEREAS, after the effective date of the Original Agreement, the Cities of Cumming, Polk City and Waukee joined as parties to the Original Agreement;

WHEREAS, all parties to the Original Agreement agreed to amend and restate the Original Agreement by Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective June 11, 2014, as filed with the Iowa Secretary of State as agreement M507115 (the "Second Amended Agreement");

WHEREAS, Warren County has been inactive as a Participating Community, and now desires to join as an Associate Community as provided by Article V-A of this Agreement and joins in this Agreement solely in such capacity;

WHEREAS, after the effective date of the Second Amended Agreement, the City of Grimes joined as a party to the Second Amended Agreement, effective July 1, 2022, pursuant to a "Supplement to the Second Amended Agreement" as filed with the Iowa Secretary of State as agreement M512584 (the "Grimes Supplemental Participation Agreement"); and

WHEREAS, this Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority Under Iowa Code Chapter 28E and Chapter 28F (this "Agreement" or the "Third Amended Agreement"), has been either approved by all parties thereto or adopted in the manner provided by Article XX of the Second Amended Agreement, to supplement, amend, restate, and replace the Second Amended Agreement, as amended by the Grimes Supplemental Participation Agreement (the "Second Amended Agreement, as Amended").

NOW, THEREFORE, THE PARTICIPATING COMMUNITIES, AND WARREN COUNTY AS AN ASSOCIATE COMMUNITY, HEREBY SUPPLEMENT THE SECOND AMENDED AGREEMENT, AS AMENDED, BY AMENDING AND RESTATING IT AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) "Agreement" or "this Agreement" or "Third Amended Agreement" shall mean this "Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", as the same may be amended and supplemented from time to time.
- (b) "Amended and Restated Operating Contract" shall mean the Amended and Restated Operating Contract between the WRA and the City of Des Moines, Iowa that goes into effect as of the Effective Date of this Agreement.
- (c) "Annual Budget" shall mean the WRA budget developed and adopted for each fiscal year under Article IX of this Agreement.
- (d) "Appeal Committee" shall mean the committee established under the provisions of Article V, Section 3, of this Agreement.
- (e) "Associate Community" shall mean Warren County and any other city or county that is not a Participating Community but has one or more sanitary districts or city sewer utilities operating within its territorial limits that are Participating Communities, and that joins in this Agreement for the limited purposes provided by Article V-A of this Agreement.
- (f) "Board" shall mean the board of the WRA, established and acting under this Agreement.
- (g) "Bonds" shall mean any and all bonds, notes, loan or lease agreements, interim obligations, or other obligations issued by the WRA as authorized under Chapter 28F of the Code or any other applicable provision of law, to acquire and construct the Improvements to the WRA System, including without limitation, loans issued through the Iowa Finance Authority's State Revolving Fund (SRF).
- (h) "Calendar year" shall mean the annual period from January 1 to December 31, unless otherwise defined by Board resolution.
- (i) "Code" shall mean the Code of Iowa, as the same may be amended and supplemented from time to time.
- (j) "Community Extension" shall have the meaning set forth in Article VII, Section 4(c) of this Agreement.
- (k) "Community Extension Agreement" shall have the meaning set forth in Article VII, Section 4(c) of this Agreement.

- (l) "Completed Improvements" shall mean Improvement to the WRA System previously completed under the terms of Second Amended Agreement, as Amended, as listed and defined in Article VI, Section 4 of this Agreement.
- (m) "Constituent Communities" shall mean the original parties to the I.C.A. Agreement as defined in the first recital paragraph of this Agreement.
- (n) "Conveyance Improvement" shall mean any Improvement, other than an Improvement to the WRF, including without limitation Conveyance Expansion Improvements and Core Improvements that improve the Conveyance System.
- (o) "Conveyance Expansion Improvements" shall mean those infrastructure improvements undertaken to provide conveyance capacity that: (i) are multi-jurisdictional because they are of substantial benefit to two or more Participating Communities; (ii) provides a new primary point of connection to the WRA System; or (iii) provide extension of sewer service to newly connecting communities. The Conveyance Expansion Improvements include the "Expansion Improvements" previously undertaken under the Second Amended Agreement, as Amended and as described in Article VII, Section 2 of the Second Amended Agreement and in Exhibits 33 through 40 attached to such Agreement. The Conveyance Expansion Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 1(b) of this Agreement. Conveyance Expansion Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, of this Agreement that are classified by the Board as Conveyance Expansion Improvements.
- (p) "Conveyance System" shall mean the parts of the WRA System that convey, or support the conveyance of, wastewater flow to the WRF.
- (q) "Core Communities" shall mean all of the Participating Communities as defined in the Second Amended Agreement as supplemented by the addition of the City of Grimes under the Grimes Supplemental Participation Agreement.
- (r) "Core Improvements" shall mean Improvements that are not Conveyance Expansion Improvements or Special Improvements. Core Improvements include those Improvements previously undertaken under the Second Amended Agreement, as Amended, or hereafter undertaken as authorized in this Agreement to the WRF or to the core of the WRA System as acquired by the WRA under the Second Amended Agreement and as described in Exhibit 1, including but not limited to the treatment plant, the acquired conveyance systems, pump stations, key combined sewers, and flow equalization facilities. The Core Improvements previously undertaken under the Second Amended Agreement are described in Article VII, Section 1 of the Second Amended Agreement and in Exhibits 3-12, Exhibits 16-20, and Exhibits 23-32 attached to such Agreement. The Core

Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 1(a) of this Agreement. Core Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, of this Agreement that are classified by the Board as Core Improvements, including Conveyance Improvements that primarily benefit five (5) or more Participating Communities. Core Improvements include, without limitation, the core portion of Hybrid Improvements as defined herein, but do not otherwise include Special Improvement for which any part of Debt Service is allocated among Participating Communities in the manner of Core Improvements as provided in Exhibit 98 to this Agreement.

- (s) "Core Operating Contract" means a single Operating Contract as defined in Article VIII, Section 3 of this Agreement, including without limitation the Amended and Restated Operating Contract.
- (t) "Core Operating Contractor" shall mean any contractor to the WRA under any Core Operating Contract now existing or hereinafter arising.
- (u) "Debt Service" shall mean the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) to be made by a Participating Community on outstanding Bonds or Refunding Bonds for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or other funds escrowed or deposited with a third party. If the WRA shall issue variable rate Bonds, there shall be taken into account in determining Debt Service the amount of principal and interest payable in the current year, assuming that the interest rate for a whole year on such variable rate Bonds is the rate the Board determines to be appropriate for that purpose and applying such rate on a consistent basis.
- (v) "Eastside Interceptor" shall mean the Core Improvement as described in Article VII, Section 1 and Exhibit 16 to the Second Amended Agreement. The Eastside Interceptor project is now characterized as a Completed Project under this Agreement.
- (w) "Effective Date" shall mean the effective date of this Agreement as provided in Section 1 of Article XXIII of this Agreement.
- (x) "Equitable" as applied to an action of the Board under this Agreement shall mean that the action reflects fair treatment of the respective interests of the Participating Communities, individually and collectively, based on a reasoned application of facts and analysis to applicable criteria expressed in this Agreement and other

criteria reasonably found by the Board to apply to the matter being considered, including without limitation cost-benefit analysis, efficient management, operation, and use of the WRA System, legal and regulatory requirements, conformity with the Long Range Plans of the WRA, and best wastewater treatment standard practices in the collection, conveyance and treatment of wastewater.

- (y) "Executive Committee" shall mean the committee established under the provisions of Article V, Section 4 of this Agreement.
- (z) "Expansion Communities" shall mean the following Participating Communities: the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Grimes, Norwalk, Polk City, Waukee, and West Des Moines, and the Urbandale Sanitary Sewer District, as well as any other newly connecting communities that subsequently become Participating Communities hereunder.
- (aa) "Finance Committee" shall mean the committee established under the provisions of Article V, Section 5 of this Agreement.
- (bb) "Grimes Supplemental Participation Agreement" shall mean the "Supplement to WRA Agreement Admitting the City of Grimes as a Participating Community of the WRA" effective July 1, 2022 filed with the Iowa Secretary of State as Agreement Number M512584 that was entered into for the purpose of, and has had the effect of, adding the City of Grimes as one of the Participating Communities.
- (cc) "Hybrid Improvement" shall mean a single Special Improvement that has multiple aspects, one or more of which, would be considered a Core Improvement if constructed separately. An example of a Hybrid Improvement would be an improvement that has a Core Improvement aspect because it updates and renovates an existing pump station and also has a Special Improvement aspect because it expands the capacity of the pump station.
- (dd) "I.C.A. Agreement" shall mean, collectively the I.C.A. Agreement among the Constituent Communities named therein, dated February 19, 1979, the Addendum thereto, and Supplements thereto.
- (ee) "IDNR" shall mean the Iowa Department of Natural Resources, or any successor to the same.
- (ff) "Improvements" shall mean Core Improvements, Conveyance Expansion Improvements, Special Improvements, Hybrid Improvements, and other Improvements that are identified as Small Capital Projects in any Annual Budget, and any other improvements to the WRA System constructed or acquired under Article VII or Article XV of this Agreement, including but not limited to any improvements made for the purpose of enabling the WRA to meet the

requirements of the NPDES Permit for the WRF issued by the IDNR and any other applicable State of Iowa and federal permits necessary for the operation of the WRA System, and any water resource restoration projects undertaken by the WRA pursuant to Sections 28F.1, 455B.199 and 384.80 of the Code and other applicable State of Iowa statutes and administrative rules.

- (gg) "Inflow and Infiltration" shall mean water that is not sewerage or wastewater that enters a sanitary sewer system and is connected to, or conveyed to, or is within the WRA System that comes from intrusion of surface water, groundwater, or other sources such as, roof leaders, yard drains, footing drains, or similar sources, but does not include intentional storm water connections made or authorized by a Participating Community with combined sewers in those combined sewer areas.
- (hh) "Interest Rate Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement, arrangement or security however denominated, entered into by the Board in order to hedge interest rate fluctuations on any of the Bonds or Refunding Bonds or to provide debt management by changing payments to be made by the WRA with respect to any of the Bonds or Refunding Bonds with a goal of achieving lower interest costs or reducing interest risk.
- (ii) "Local Obligations" shall mean any sewer revenue bonds or notes issued by a Participating Community for non-WRA projects.
- (jj) "Nominating Committee" shall mean the committee established under the provisions of Article V, Section 1 of this Agreement.
- (kk) "NPDES Permit" shall mean the permits required to operate the WRF under the federal National Pollutant Discharge Elimination System regulations.
- (ll) "Operating Contract" means any contract entered into pursuant to Article VIII, Section 3 of this Agreement for the purposes of operating, maintaining or managing the WRA, the WRA System, or both, and providing such other services to the WRA as the Board shall determine to be appropriate. Operating contract includes but is not limited to the Amended and Restated Operating Contract.
- (mm) "Operating Contractor" shall mean any contractor to the WRA under any Operating Contract now existing or hereinafter arising.
- (nn) "Original Acquisition Assets" means the assets acquired by the WRA on the Original Acquisition Date, including without limitation the then existing WRF and other then existing WRA facilities as set forth in Exhibit 1 to this Agreement together with other related physical assets, real property, easements, equipment, cash, investment securities, and financial instruments then held in the name of, or by, the City of Des Moines or other Participating Communities under the I.C.A. Agreement.

- (oo) "Original Acquisition Date" shall mean June 11, 2014, which was the date that the WRA acquired rights to the ownership, use, operation and maintenance of the then existing WRF and the WRA conveyance facilities from the Participating Communities, described in Article VI of the Second Amended Agreement.
- (pp) "Original Agreement" shall mean the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective as of July 1, 2004, filed with the Iowa Secretary of State as agreement M026426 that was adopted among the Constituent Communities plus the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District to amend, restate and terminate the I.C.A. Agreement and was subsequently joined by Cities of Cumming, Polk City and Waukee.
- (qq) "Original Outstanding Obligations" shall mean all sewer revenue bonds and SRF loan agreements issued by the City of Des Moines under the I.C.A. Agreement that have been fully paid prior to the Effective Date of this Agreement.
- (rr) "Participating Communities" shall mean the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee and West Des Moines, and Polk County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become Participating Communities under the provisions of this Agreement.
- (ss) "Policy" or "Policies" shall mean one or more formal statements of rules or policies to govern the operations or activities of the WRA as adopted and modified from time to time by duly adopted resolution of the Board, included but not limited to any Policy specially authorized or referred to in this Agreement.
- (tt) "Refunding Bonds" shall mean any bonds, notes, loan agreements or other obligations issued by the WRA for the purposes of refunding any of the Bonds under the provisions of Article XIII, Section 2(b) of this Agreement.
- (uu) "Renewal, Replacement, and Small Capital Project Fund" shall mean the reserve fund created and maintained by the Board; (i) to pay the costs of extraordinary expenses or repairs, renewals and replacements not included in the annual WRA budget; (ii) to make payments due for any property purchased as part of the WRA System; and (iii) to provide funding for Small Capital Projects.
- (vv) "Reversionary Interest" shall mean the inchoate rights of the Participating Communities in the facilities and assets of the WRA, including without limitation the physical assets that comprise the WRA System that shall arise and attach only upon, and at the time of, the termination of the existence of the WRA.

- (ww) "Second Amended Agreement" shall mean the "Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective June 11, 2014, and filed with the Iowa Secretary of State as agreement M507115 that amended and restated the Original Agreement.
- (xx) "Second Amended Agreement, as Amended" shall mean the Second Amended Agreement as amended by the Grimes Supplemental Participation Agreement, effective July 1, 2022.
- (yy) "Small Capital Projects" shall mean capital projects that are authorized as a part of an Annual Budget adopted under Article IX of this Agreement for the purposes of maintaining, repairing, replacing, expanding, or improving the WRA System and that are paid for from the Renewal, Replacement, and Small Capital Project Fund.
- (zz) "Southwest Area Diversion Project" shall mean those infrastructure improvements described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 attached thereto. The Southwest Area Diversion Project is now characterized as a Completed Project under this Agreement.
- (aaa) "Special Benefit" shall mean the particular and direct benefits, advantages, or utility to one or more Participating Communities arising from a Special Improvement, as distinguished from the benefits, advantages, and utility arising from the Special Improvement shared by all Participating Communities collectively.
- (bbb) "Special Improvements" shall mean Improvements that the Board determines are not reasonably categorized as Core Improvements or Conveyance Expansion Improvements, including without limitation Hybrid Improvements, because all or any distinct aspect of such Improvement primarily benefits four or fewer Participating Communities and the special character of such Improvement requires an allocation of costs, burdens and benefits among some or all Participating Communities in a manner different than those specified in this Agreement for Core Improvements or Conveyance Expansion Improvements. Completed Improvements that would be considered Special Improvements under this definition have included: (i) the Eastside Interceptor described in Article VII, Section 1 and Exhibit 16 of the Second Amended Agreement. (ii) the Westside Interceptor described in Article VII, Section 3 of this Agreement and Exhibit 31 attached to this Agreement; and (iii) the Southwest Area Diversion Project described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 of the Second Amended Agreement. The Special Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 3 of this Agreement and in Exhibits 31 and Exhibit 93-97 attached to this Agreement. Special Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided

in Article VII, Section 4, to this Agreement that are classified by the Board as Special Improvements.

- (ccc) "Sponsored Water Resource Projects" shall mean and include any water resource project or projects involving capital investment by WRA, other than an Improvement or repair or replacement of the WRA System, undertaken by WRA or by WRA jointly with any Participating Communities, or Associate Communities, or both, pursuant to grants or other cost-effective funding mechanisms where the Board determines such sponsored water resource project advances one or more purposes of this Agreement in a manner consistent with the mission of the WRA.
- (ddd) "Technical Committee" shall mean the committee established under the provisions of Article V, Section 2 of this Agreement.
- (eee) "Westside Interceptor" shall mean the Improvement described in Article VII, Section 1 of this Agreement and Exhibit 31 to this Agreement.
- (fff) "WRA" shall mean the Des Moines Metropolitan Wastewater Reclamation Authority established and operating as described in this Agreement.
- (ggg) "WRA Cash Contribution in Lieu of Bonds Policy" shall mean the policy adopted and amended from time to time by the Board to administer Article XIII, Section 5 of this Agreement.
- (hhh) "WRA Deputy Director" shall mean an individual, if any, appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the deputy to the WRA Director and to act in his or her place in his or her absence or incapacity.
- (iii) "WRA Director" shall mean the individual appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the chief executive officer and chief administrative officer of the WRA, and, if such person is an employee of the Core Operating Contractor, to be responsible for administration and management of the WRA System and to be in charge of the provision of all services provided under the Core Operating Contract.
- (jjj) "WRA Facility Plans" shall mean the facility plans prepared to guide capital investments in the WRA System, including the "WRA Treatment Facility Plan" and the "WRA Conveyance Facility Plan" and any similar future plan as adopted and updated from time to time, including plans for anticipated Improvements to the WRA System.
- (kkk) "WRA Flow" shall mean of the yearly amount of flow to the WRF and to any other wastewater facility of the WRA from each of the Participating Communities, or if the context requires the total amount of yearly flow from all

Participating Communities. WRA Flow shall be computed based on metered flows to WRA facilities or on estimated flows to such facilities where no prior metered flows exist or where insufficient metered flows data is available, as determined by the Technical Committee. Except as adjusted by the Board pursuant to Article IX, Section 4 of this Agreement, or as otherwise expressly stated in this Agreement, the WRA Flow for any fiscal year shall be based on an average of flows for the preceding three WRA Flow Computation Years.

- (lll) "WRA Flow Computation Year" shall mean a twelve-month period beginning on October 1 and ending on the following September 30 or such other twelve-month period subsequently adopted by the Board with the advice of the Technical Committee for the purpose of determining WRA Flow for any purpose under this Agreement.
- (mmm) "WRA Long Range Plan" shall mean a plan established under Article X-A, Section 1 of this Agreement.
- (nnn) "WRA Participating Community Billing and Payment Policy" shall mean the policy adopted and amended from time to time by the Board under Article IX, Section 7(a) of this Agreement.
- (ooo) "WRA System" shall mean and include the WRF, all WRA sanitary sewer conveyance facilities and all properties of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA System, including all wastewater treatment facilities, storage facilities, pumping stations, sanitary sewer extensions, force mains, stream bank stabilization and similar water resource restoration projects accepted by a WRA Board resolution as part of the WRA System and undertaken by the WRA pursuant to Sections 28F.1, 455B.199 and 384.80 of the Code and other applicable State of Iowa statutes and administrative rules, and all related property and improvements to the same, all real and personal property of the WRA and all appurtenances, contracts, leases, franchises, and other intangibles of the WRA, all as are constructed and/or acquired by the WRA or accepted by the WRA pursuant to Article VII, Section 4(e), Article XV, or other terms of this Agreement. The "WRA System" does not include any of the local sanitary sewer collection system facilities maintained by the Participating Communities.
- (ppp) "WRF" shall mean the Wastewater Reclamation Facility located generally at 3000 Vandalia Road, Des Moines, Iowa, as now existing and as the same may be expanded or improved in the future.
- (qqq) "WRF Flow" shall mean WRA Flow with any flow to facilities other than the WRF excluded.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purposes. This Agreement is an amendment and restatement of the Second Amended Agreement, as Amended, and a supplement thereto, and its purposes are to:

- (a) Provide for the continuation, expansion, and modification of the joint project commenced under the I.C.A. Agreement, as continued first under the Original Agreement and subsequently under the Second Amended Agreement;
- (b) Provide for a means of jointly constructing, operating, maintaining, and financing the facilities that comprise the existing WRA System together with all Improvements necessary and proper to expand, upgrade, maintain and extend the WRA System in the future for the purposes as stated herein for the mutual benefit of Participating Communities;
- (c) Provide leadership, vision, planning, and financial support that encompasses the existing and growing needs of the Participating Communities and the Greater Des Moines Metropolitan Area, for highly effective wastewater conveyance, wastewater treatment, resource recovery and conservation, water resource enhancement, and watershed improvement;
- (d) Deliver services and support to the Participating Communities and other sources of wastewater on an economically and technically sound basis that preserves and protects the environment, including the quality of the waters of the State and the United States; and
- (e) Strive to meet the foregoing purposes as a recognized leader, visionary, and innovator in the fields of wastewater treatment, wastewater resource recovery, and resource conservation.

Section 2. Status as Separate Legal Entity and Powers. Pursuant to Sections 28E.5 and 28F.1 of the Code, the WRA shall be constituted as a separate legal and administrative entity, governed by the Board established herein, and known as the "Des Moines Metropolitan Wastewater Reclamation Authority" or the "WRA", to permit joint exercise of any powers, privileges or authorities exercised or capable of exercise by Participating Communities to maximize the mutual benefits and efficiencies of collaboration thereunder. As so constituted, the WRA shall be a public body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B.311. The WRA shall be a governmental body subject to open meetings requirements under Chapter 21 of the Code, and a government body subject to open records requirements under Chapter 22 of the Code, to the extent provided by law, as amended. The WRA shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

The WRA may: (i) sue and be sued; (ii) contract in its own name; (iii) acquire, hold, sell and transfer real and personal property in furtherance of its corporate purposes as determined by the Board; and (iv) exercise all the powers delegated to it by the Participating Communities and

the Associate Communities, or that are otherwise conferred, under Chapters 28E and 28F of the Code or any successor laws. The WRA shall have no seal.

ARTICLE III. ORGANIZATION OF BOARD

Section 1. Governing Body. The WRA shall be governed in all matters by a Board consisting of representatives of the Participating Communities as provided in this Article.

Section 2. Composition of Board and Assignment of Weighted Voting Power.

(a) Each representative of a Participating Community on the Board shall be either: (i) a member of the governing body of the Participating Community appointed by a vote of the governing body; or (ii) any other person appointed by the mayor or chair of the governing body of the Participating Community and approved by vote of such governing body. The governing body of a Participating Community may similarly appoint such alternate or alternates on a temporary or permanent basis, as a Participating Community shall determine.

(b) Each Participating Community shall be entitled to have at least one representative on the Board. If the population within a Participating Community as determined by the Board under the provisions of this section exceeds sixty-five thousand (65,000), the Participating Community shall be entitled to one additional representative for each sixty-five thousand (65,000) in population, or fraction thereof, over the first sixty-five thousand (65,000) in population. For purposes of the foregoing, the applicable populations will be determined by reference to population data from the most recent U.S. Census, regular or special, for the actual population of a city, sanitary sewer district, or defined service area of a county. Population shall be considered without regard to the sewer status of individual properties, so long as some portion of the service area is connected to a centralized sewer system. Commercial and industrial users do not affect the determination of the applicable population. In the case of sanitary districts and the defined service areas of counties, the populations thereof shall be determined by reference to U.S. Census population data from for those census tracts situated wholly or partially within the boundaries of the sanitary district or the defined service area of the county.

The Technical Committee shall review the most recently available census data for each new Participating Community in accordance with the forgoing provisions, utilizing any methodology approved by the Board to the extent applicable, to estimate the population of the new Participating Community and shall report such estimate to the Board for the purpose of the Board's determination of the Board representation to which such new Participating Community is entitled.

The Technical Committee shall review new population data from the U.S. Census, regular or special, for each of the Participating Communities when and as such new data becomes available to estimate the current population of each affected Participating Community and shall report such estimates to the Board for the purpose of the Board's determination of the Board representation to which such Participating Community is entitled.

(c) Notwithstanding the foregoing, no Participating Community shall be entitled to more than three (3) representatives on the Board regardless of population.

(d) The Technical Committee shall compute the WRA Flow of each Participating Community for weighted voting purposes, and shall divide the WRA Flow as computed for each Participating Community in equal shares among the Board representatives to which the Participating Community is entitled, for purposes of determining the WRA Flow-weighted voting power of each Board Representative under Section 3(b) of this Article. For purposes of this Article, "WRA Flow" shall be as defined in this Agreement with the flow utilized for voting purposes during each calendar year to be based on flows from the three most recent previous WRA Flow Computation Years as calculated annually by the Technical Committee for budget allocation computations, regardless of what calculation of WRF Flow is used for any other purposes under this Agreement. The Technical Committee shall report such determination to the Board annually in January or as soon as possible after the required data is available for each year.

(e) Upon Board approval of the population data for each Participating Community and the WRA Flow-weighted voting power assignment to each Board representative, such population data and WRA Flow-weighted voting power assignments shall be binding on all Participating Communities in determining Board representation and WRA Flow-weighted votes during that calendar year. To the extent the population data reflects an increase in the number of Board representatives to which a Participating Community is entitled, the vacancy or vacancies resulting shall be filled by the Participating Community as provided in Section 2(a) of this Article. To the extent the population data reflects a decrease in the number of Board representatives to which a Participating Community is entitled, the most recently appointed Board representative or representatives of the Participating Community shall be deemed removed to reduce the number of Board representatives to the correct number.

(f) All representatives who are elected officials of Participating Communities shall serve during the time they hold office entitling them to such representative status, unless terminated by resolution of the Participating Community so represented. All representatives who are not elected officials of the Participating Community shall serve at the pleasure of the appointing governing body, and until their appointment is terminated by resolution of the Participating Community so represented.

(g) During November of each year, the Clerk of the Board shall contact the governing body of each Participating Community to request the names of each Participating Community's representative(s) and alternate(s) to serve on the Board for the upcoming calendar year, not to exceed the total number of representatives for a Participating Community as determined in subsection (b) above. The appointment of representatives and alternates to the Board shall be approved by the governing bodies of the Participating Communities, which appointments shall be certified in writing to the Board before the annual meeting of the Board in January of each year.

Section 3. Voting.

(a) In the ordinary conduct of the Board's business, and except as otherwise provided herein, each Board representative will have one vote, and the majority vote of the Board representatives present and voting (or, where applicable, their appointed alternates) shall decide all matters coming before the Board.

(b) Except for the actions or items listed in Subsection (c) of this Section that are not eligible for a WRA Flow-weighted vote, any Participating Community represented at a meeting of the Board may request a WRA Flow-weighted vote, whereupon the vote on that item will automatically be deferred to the next regularly scheduled, or specially called, meeting of the Board. Notice of the impending WRA Flow-weighted vote will be given to all Participating Communities by inclusion of such item on the agenda for that meeting with a conspicuous statement that a WRA Flow-weighted vote is to be taken. At such meeting, the decision on the question that is the subject of the WRA Flow-weighted vote shall be determined by the side of the question compiling the highest total WRA Flow number, utilizing for this purpose the WRA Flow numbers assigned under Section 2(d) of this Article to the Board representatives of each Participating Community (or, where applicable, their appointed alternates) who are present at such meeting and voting thereon.

(c) The actions or items for which a WRA Flow-weighted vote may not be requested or taken are as follows:

1. The appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is, or is to be appointed as, an employee of the Core Operating Contractor.
2. Any purchasing or procurement item not requiring specific Board approval under an existing Policy.
3. Any Professional Services Agreement item not requiring specific Board approval under an existing Policy, including:
 - a. Engineering services.
 - b. Financial services.
 - c. Insurance broker services.
 - d. Attorney services.
 - e. Audit services.
4. Any of the following ministerial functions of the Board:
 - a. Approval of Board Minutes.
 - b. Setting Dates of Hearings.
 - c. Receipt of WRA Director or other staff Reports.
 - d. Receipt of Committee Reports.

5. Any vote to recess into closed session, which vote shall only be conducted in accordance with state law.

6. Removal of a Board Member.

7. Actions of the Board related to any specific debt-related item, including the authorization, sale, approval and issuance of Bonds and Refunding Bonds or other indebtedness, to the extent such actions are voted on after a prior action of the Board to either: (i) authorize an Improvement or other capital project that was approved based on the anticipation that it was to be funded in whole or in part by such specific debt-related item either by approval thereof as detailed in a Budget adopted by the Board or by any other separate vote of the Board; or (ii) that reflects an initial decision by the Board to proceed with or incur such specific debt related item for any purpose.

(d) The forgoing provisions notwithstanding, the following extraordinary vote requirements shall apply to the following actions or items:

1. Approval by a 90% WRA Flow-weighted vote, shall be required for adoption of any Amendment to this Agreement under Article XX of this Agreement.

2. Approval by a 90% WRA Flow-weighted vote, shall be required for any action to approve the sale of all, or substantially all, of the assets of the WRA.

3. Approval by a 67% WRA Flow-weighted vote and by the affirmative vote of Board representatives who represent not fewer than three (3) Participating Communities shall be required for the appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is not, or is not to be, an employee of the Operating Contractor under the Amended and Restated Operating Contract.

(e) The Chair, or in the Chair's absence, the Vice Chair of the Board, may vote and participate in discussion, but shall not make or second a motion.

Section 4. Officers of the Board.

(a) The officers of the Board shall be the Chair, the Vice Chair and the Secretary, each of whom shall be elected by vote of the Board, and the Clerk, who shall be appointed by resolution of the Board.

(b) The Chair shall preside at all meetings of the Board. The Chair shall sign any instruments which the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed.

(c) In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office. At any meeting at which neither the Chair nor the Vice Chair is present the Board shall, as the first item of

business of the meeting, select a Board representative who is in attendance to preside as Chair pro tem for the duration of the meeting.

(d) The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Board, (ii) the giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Board or required by law, (iii) acting as custodian of the records of the WRA and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officer and Board representatives and alternates. With the approval of the Board or as otherwise delegated by the Secretary, the foregoing secretarial duties may be performed by the Clerk and/or by the Operating Contractor and its staff, or with the assistance of the Operating Contractor and its staff.

(e) Other than the Clerk, the officers of the Board shall be elected annually by the representatives of the Participating Communities present at the annual meeting of the Board. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for office. The Clerk shall be appointed by resolution of the Board, which appointment may, but is not required to be, made annually, and the Clerk may be an employee of the Operating Contractor.

(f) Other than the Clerk, each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different Participating Communities. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Board for the unexpired portion of the term. The appointed Clerk shall perform the duties of the Clerk until such time as a subsequent appointment by Board resolution is made.

Section 5. Meetings.

(a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board no later than the last meeting in December of each year. The annual meeting shall be the first regular meeting held in January of each year. A copy of the agenda and all materials to be considered at each meeting shall be e-mailed and posted to the WRA website or delivered by mail or other means to the designated representative(s) of each Participating Community and the elected official and/or administrator designated by each Participating Community, at least four (4) days prior to the meeting, or as may otherwise be set forth in the bylaws.

(b) Special meetings of the Board, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair and shall be called by the Chair at the request of any two Participating Communities. The notice requirements of Subsection (a) of this Section shall apply to all special meetings.

(c) All meetings of the Board shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future. Meetings shall be conducted in accordance with the Bylaws as interpreted by the presiding Chair or Vice Chair.

(d) The physical or electronic presence of a majority in number of the duly appointed and acting Board representatives, not including representatives of Associate Communities, shall constitute a quorum. A quorum is required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all representatives present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

Section 6. Bylaws. The Board may adopt bylaws relating to the notice and conduct of its meetings and those of any committees it shall establish. Such bylaws may be adopted, and may be amended or repealed, by a majority vote of the Board taken at any regularly scheduled or specially called meeting as described in Article III, Section 5 of this Agreement, provided that such bylaws or proposed amendment or repeal of such bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

ARTICLE IV. POWERS OF THE WRA AND THE BOARD

Section 1. Grant of Powers.

(a) The WRA and the Board shall have, and may exercise, all of the powers necessary or proper to advance the purposes of this Agreement to the fullest extent permitted by Chapters 28E and 28F of the Code or any successor laws, as the same may be amended and supplemented in the future, for the purposes set forth in this Agreement to include: (i) the prior acquisition of the WRA System on behalf of the Participating Communities; (ii) planning for and constructing Improvements to expand, extend, and upgrade the WRA System on behalf of the Participating Communities; (iii) establish, adopt and enforce rules and regulations governing the operation and provision of wastewater treatment and necessary disposal; (iv) operating, managing and maintaining the WRA System as an essential governmental purpose, on behalf of, and for the benefit of all Participating Communities and to meet their needs now existing or as forecasted to arise; (v) establishing and supporting Sponsored Water Resource Projects; (vi) jointly financing the acquisition and construction of Improvements and Sponsored Water Resource Projects through the issuance of Bonds or other obligations as may be authorized for such purposes; (vii) contracting for, or providing and maintaining, security to preserve and protect the WRA System, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public; (viii) to exercise the powers generally possessed and exercised by Participating Communities under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; (ix) exercise any of the powers of Participating Communities delegated to WRA, to the maximum extent permitted under Chapter 28E of the Code, and all powers granted to entities under Chapter 28F of the Code, and (x) any and all things necessary or proper to effectuate the foregoing.

(b) Without limiting the foregoing, the Board shall have all of the powers set forth in this Agreement, including but not limited to the power to: (i) approve its own budget; (ii) to adopt Policies, including without limitation, Policies specifically referenced in this Agreement provided that any Policies adopted or amended after the date of this Agreement shall not operate to substantively alter, modify or terminate the Amended and Restated Operating Contract during its term; (iii) contract for services and/or employ such staff as it deems necessary; (iv) approve its own capital improvement program; (v) define parameters and benchmarks for all services; (vi) enter into agreements, contracts or other arrangements for the financing of Improvements, including the issuance of Bonds and execution and repayment of loans; (vii) enter into agreements, contracts or other arrangements for the receipt from and/or provision of services to entities other than the Participating Communities, at the discretion of the WRA Board and in compliance with Chapters 28E and 28F of the Code; (viii) in accordance with Article VIII, Section 4 of this Agreement, appoint and remove the WRA Director; and (ix) pursuant to terms approved by Board resolution, acquire real and personal property, including any existing facilities, that the Board determines would be of benefit to the WRA System if acquired.

Section 2. No Private Inurement. No part of the net earnings of WRA shall inure to the benefit of, or be distributable to, any private person or private agency, except the WRA is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE V. COMMITTEES

Section 1. Nominating Committee. A Nominating Committee is hereby established for the purpose of selecting and offering nominations for each office of the Board other than the Clerk, and for the member of the Executive Committee who is elected to serve on the Executive Committee by resolution of the Board, at the annual meeting in January or as necessary in the event an office of the Board becomes vacant. Members of the Nominating Committee shall be appointed by the Chair at a regular Board meeting held at least three (3) months prior to the annual meeting in January. The Nominating Committee shall be chaired by a representative elected by the other members of the Nominating Committee.

Section 2. Technical Committee. A Technical Committee is hereby established and shall be chaired by a representative elected by the voting members of the Technical Committee. The Technical Committee shall be comprised of one member appointed by each Participating Community who shall be an individual who is familiar with the WRA and local sewer systems, and who is not an elected official of the Participating Community. If a Participating Community is also an Operating Contractor, such Participating Community's representative shall represent such Participating Community's interest as a Participating Community. Each Participating Community may similarly appoint an alternate for its representative.

The Technical Committee shall also include a single representative with appropriate expertise appointed by the Core Operating Contractor to represent the operational needs of the WRA System. The WRA Director, and any other representatives appointed by the Core

Operating Contractor to provide required expertise shall be non-voting members of the Technical Committee.

The Technical Committee shall meet in accordance with a meeting schedule approved by the Technical Committee, at the call of the chair or at the direction of the Board, to provide technical advice or recommendations to the Board, including but not limited to (i) service area population estimates and recommendations concerning the number of Board representatives of each Participating Community; (ii) calculating the Reversionary Interest of Participating Communities under the terms of the Second Amended Agreement, as Amended, and by this Agreement, as provided in Article XIV, Section 2 of this Agreement; (iii) reviewing and advising as to all proposed designs of Improvements, including specifying design flows for new Conveyance Improvements and for Conveyance Improvements that adjust design flows; (iv) making recommendations respecting Special Improvements and Hybrid Improvements as contemplated by Exhibit 98 to this Agreement; (v) reviewing and advising the Board on plans and specification of proposed Improvements before the award of contracts for construction (vi) calculating proposed capital contribution and surcharge payment amounts for newly connecting communities; (vii) making a yearly determination of WRA Flow for each Participating Community, including an evaluation of the accuracy of flow data; (viii) recommendations regarding Improvements proposed by one or more Participating Communities to be accepted into the WRA System; (ix) review of proposed connection points of Participating Communities to the extent provided under Article VII, Section 4(f) of this Agreement; (x) participation in the preparation of the WRA Facility Plans and the WRA Long Range Plan; and (xi) such other duties as may be assigned by the Board.

Section 3. Appeal Committee. An Appeal Committee is hereby established for the purposes of hearing and deciding appeals with respect to decisions or orders of the WRA Director as provided for in the industrial pretreatment ordinances approved by the Board pursuant to Article XVI, Sections 2-4 of this Agreement, and with respect to any other matter as may be delegated by Board resolution. The Appeal Committee shall be comprised of a representative from the Participating Community where the discharge is or will occur and/or where the issue that is the subject of the appeal is located or has occurred, as applicable, the Chair of the Board, and a Board representative from another Participating Community appointed by the Chair. In the event of the Chair's conflict of interest or unavailability, the Chair may appoint a Board representative from another Participating Community as a member of the Appeal Committee. If the appeal is related to the industrial pretreatment ordinances and the Operating Contractor seeking the suspension or termination is a Participating Community, the Board representative for that Participating Community shall not be appointed to serve on the Appeal Committee. Only one Board representative from a particular Participating Community may serve on the Appeal Committee.

The Appeal Committee shall decide all appeals by a majority vote of the members of the Appeal Committee. If the Appeal Committee affirms the action that is the subject of the appeal, the Appeal Committee shall so state and order in its written decision, and a record shall be made of the proceedings of the Appeal Committee.

Section 4. Executive Committee. An Executive Committee is hereby established for the purposes, among other things, of reviewing and advising on policy issues at the request of the

WRA Director and making recommendations to the WRA Director, and of making recommendations to the WRA Board regarding the appointment of the WRA Director and thereafter periodically reviewing the performance of the WRA Director. The Executive Committee shall be chaired by the Board Chair, and shall be comprised of the current Chair, Vice-Chair, and Secretary of the Board, the most recently presiding Chair prior to the current Chair who remains a current member of the Board, and one current Board member who is elected to serve on the Executive Committee by resolution of the Board, following nomination by the Nominating Committee, and who represents the City of Des Moines unless Des Moines is represented by another Executive Committee member. The Executive Committee shall meet at the call of the Chair or at the request of the WRA Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board or under this Agreement.

Section 5. Finance Committee. A Finance Committee is hereby established for the purposes of reviewing and overseeing financial matters concerning the WRA and assisting, advising, and making recommendations to, the Board on any financial matters coming before it. In addition to, and without limiting the generality of the foregoing, the Finance Committee shall: (i) review an initial draft of each proposed annual WRA budget and advise the WRA Director with respect thereto before the submission of a proposed budget to the Board and Participating Communities; (ii) support and provide oversight of the annual audits of WRA finances and WRA records; (iii) advise and assist in review and development of the WRA's financial plans and strategies including issuance of debt, investment policies, capital expenditures, financial reserves, staffing plan(s) and other related financial matters and (iv) perform such other duties as may be assigned by Board resolution.

The Finance Committee shall be comprised of one member appointed by each Participating Community who shall be an individual with financial expertise and knowledge of the Participating Community's financial relationship with the WRA. Each Participating Community may similarly appoint an alternate for its representative.

The WRA Director, WRA bond counsel and financial consultant(s) to the WRA shall be non-voting members of the Finance Committee. The Finance Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

The Finance Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee or the WRA Director, or at the direction of the Board.

Section 6. Other Committees. The Board may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board and/or act pursuant to the authority delegated by the Board resolution. The designation of such committee shall not operate to relieve the Board of any responsibility imposed by this Agreement, unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committee members may fix from time to time. Notwithstanding anything to the contrary in this Article, the WRA Board may, by

resolution, delegate authority to perform WRA functions and/or to hear appeals to any committee, appeal board or board of review, or other grouping, made up of any constituency as determined by Board resolution, other than as specifically identified in this Agreement.

ARTICLE V-A: ASSOCIATE COMMUNITIES

Section 1. Admission of Associate Communities. During the term of this Agreement, one or more cities or counties that come within the definition of Associate Community may join in this Agreement after Board approval by execution of a supplement to this Agreement. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the Associate Community and shall be filed with the Iowa Secretary of State. Any such supplement shall (i) designate the named city or county as an Associate Community for purposes of this Agreement; (ii) obligate the Associate Community to comply with the provisions of this Article V-A as applicable; and (iii) contain such other terms and conditions as the Board shall determine to be appropriate. Such joinder shall be effective upon filing with the Iowa Secretary of State.

Section 2. Board Representation. Each Associate Community shall be entitled to appoint a person, and an alternate to serve in the absence of the appointed person, to serve as an ex officio, non-voting member of the Board created by Article III of this Agreement. In the case of a city, the appointed persons shall be nominated by the mayor of the city and confirmed by the city council. In the case of a county the appointed person shall be appointed by action of the board of supervisors. The person so appointed shall be entitled to all notice and information provided to full Board members and may participate in Board meeting but shall not be entitled to make motions or vote and shall not be counted to establish a quorum. Such person or persons may be removed or replaced at any time in the sole discretion of the governing body of the Associate Community.

Section 3. Support of WRA Mission. Each Associate Community shall support the mission of the WRA as follows:

(a) Each Associate Community will make right of way and other property interests owned by the Associate Committee available for installation, operation and maintenance of WRA facilities at no cost to the WRA other than reimbursement of actual out of pocket costs incurred by the Associate Community related thereto, and shall grant such easement, license or other right related thereto as the WRA may reasonably request without compensation.

(b) To the extent authorized by law, each Associate Community expressly delegates to the WRA the power of eminent domain possessed by it for acquisition of property, or any interest therein, for a public use or purpose related to WRA functions. The WRA is authorized to bring an action in eminent domain in its own name or may request an Associate Community to bring such action, which the Associate Community shall then do so, provided that the WRA shall fully reimburse the Associate Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Associate Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take

possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the WRA shall reimburse the Associate Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

(c) Each Associate Community shall support the WRA's industrial pretreatment program in the same manner as a Participating Community under Article XVI, Sections 2-4 of this Agreement.

Section 4. Limitations on Financial Obligations. No Associate Community shall have any financial obligation for any WRA budget share allocation, for any Bonds issued by WRA, for any capital contribution to the WRA, or for any other financial support of the WRA, except as expressly stated in this Article V-A.

Section 5. Termination of Associate Community Joinder. An Associate Community may terminate its joinder and withdraw from this Agreement at any time upon not less than one year's written notice authorized by its governing body. Any such notice shall be delivered by mail or personal delivery to the Chair of the Board and the Secretary of the Board. Such termination shall be effective one year from the last date of receipt of notice of termination by such persons. Any such termination shall be of prospective effect only and shall not affect any prior grant of any easement, license or other right or any prior or pending proceeding in eminent domain.

ARTICLE VI. STATUS AND FINANCING OF EXISTING FACILITIES

Section 1. Acquisition of Assets in 2014. It is acknowledged that pursuant to the Second Amended Agreement, the WRA acquired all rights to the ownership, use, operation and maintenance of, and beneficial interests in, the Original Acquisition Assets, by transfer on the Original Acquisition Date from the City of Des Moines and other Participating Communities under the I.C.A. Agreement, subject to Reversionary Interest as provided in the Second Amended Agreement. Upon request of the Board, the City of Des Moines and any other Participating Community having any interest shall execute and deliver any instrument of title or other documents as the Board may reasonably require to further document and perfect its interest in such properties and assets.

Section 2. Previously Established Surcharges for Certain Participating Communities.

(a) In lieu of any allocation of Debt Service for the Bonds issued under Article IX of the Second Amended Agreement and in lieu of certain other capital contributions for assets, the Cities of Ankeny, Bondurant, Cumming, Norwalk, Polk City, and Waukee have made capital contributions or surcharge payments to the WRA for their use of the WRF as set forth in Exhibits 47 through 52 to the Second Amended Agreement. Such cities have acquired or will acquire a Reversionary Interest as provided in the Second Amended Agreement.

(b) In lieu of any allocation of Debt Service for the Bonds issued under Article IX, Section 3 of the Second Amended Agreement, as Amended, and in lieu of certain other capital contributions for assets, the City of Grimes has made and shall make capital contributions and

surcharge payments to the WRA for its use of the WRF as set forth in the Grimes Supplemental Agreement. The City of Grimes has acquired, or will acquire, a Reversionary Interest as provided in the Second Amended Agreement, as Amended.

Section 3. Reversionary Interest in Original Acquisition Assets. All rights to the use, operation and maintenance of the Original Acquisition Assets are held by the WRA. Each Participating Community as of the effective date of the Second Amended Agreement, other than Warren County, initially retained reversionary interests in the Original Acquisition Assets as provided in the Second Amended Agreement and set forth in Exhibit 2 to this Agreement. Their existing Reversionary Interest has been adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of Completed Improvements to the Original Acquisition Assets and by reason of capital contributions by certain newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

Section 4. Completed Improvements. It is acknowledged that, as of the Effective Date of this Agreement, Improvements to the WRA System have been completed under the terms of the Second Amended Agreement and have been accepted by the WRA Board as follows:

(a) Core Improvements as described in Article VII, Section 1 of the Second Amended Agreement and in the Exhibits attached thereto as follows:

Exhibit 3	East 20th Street Connector - Phase I
Exhibit 4	Des Moines River Outlet
Exhibit 5	Westside Pump Station Improvements
Exhibit 6	WRF Emissions Control Improvements
Exhibit 7	Ingersoll Run Combined Sewer Improvements
Exhibit 8	WRF Gas Holding Improvements
Exhibit 9	WRF Power Generation Project

Exhibit 10	WRF Digester Mixing Improvements
Exhibit 11	Combined Sewer Solids Separation Facility
Exhibit 12	New Main Outfall
Exhibit 16	Eastside Interceptor
Exhibit 17	WRF Grit Basins
Exhibit 18	WRF Flood Improvements
Exhibit 19	WRF Clarifier Improvements – Phase 1
Exhibit 20	Southwest Outfall Lining – Phase 1
Exhibit 23	Southwest Outfall Lining – Phase 2

(b) Conveyance Expansion Improvements as described in Article VII, Section 2 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 33	West Des Moines Outfall Improvements
Exhibit 34	Four Mile Interceptor Extension
Exhibit 35	Little Four Mile Interceptor Extension
Exhibit 36	Middle Creek Trunk Sewer Extension
Exhibit 37	West Des Moines Outfall Extension
Exhibit 38	Four Mile Interceptor Improvements
Exhibit 39	Little Four Mile Interceptor Extension - South Branch
Exhibit 40	Mud Creek Interceptor Improvements

(c) The Southwest Area Diversion Project as described in Article VII, Section 3 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 44	Southern Tier Interceptor - Eastern Phase
Exhibit 45	Southern Tier Pump Station and Force Main
Exhibit 46	Southwest Area Diversion Facility

(the "Completed Improvements"). The Exhibits listed above in this Section 4 are omitted from this Agreement, but were attached to the Second Amended Agreement,

(d) Certain projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits listed therein have either been abandoned or replaced. Such projects were depicted in Exhibits 13, 22, 24, 27, 29, 30, and 32 attached to the Second Amended Agreement, but are omitted from this Agreement accordingly. Certain other projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits attached thereto are pending and will be re-authorized in Article VII of this Agreement as depicted in Exhibits 14, 15, 21, 23, 25, 26 and 41-43 as attached to this Agreement.

Section 5. Allocation of Debt Service for Completed Improvements. The allocation of costs of Debt Service on Bonds or Refunding Bonds issued under the Second Amended Agreement, as Amended, to finance the Completed Improvements have been and shall continue to be as follows:

(a) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Core Improvements that are among the Completed Improvements have been and shall be allocated to the Participating Communities (also described in the Second Amended Agreement, as Amended, as "Core Communities"), as set forth in Article IX, Section 3(d) of the Second Amended Agreement, as Amended, including the Eastside Interceptor which has been and shall be allocated to the Participating Communities, as set forth in Article IX, Section 3(d)(i) of the Second Amended Agreement.

(b) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements among the Completed Improvements have been and shall be borne by the Expansion Communities, as described in Article IX, Section 3(e) of the Second Amended Agreement.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of the Southwest Area Diversion Project has been and shall be allocated as described in Article IX, Section 3(f) of the Second Amended Agreement as follows: two-thirds of the cost shall be allocated to the Participating Communities on the basis of the WRA Flow of such Participating Communities and one-third of the cost shall

be allocated to the Expansion Communities on the basis of the total WRA Flow of the Expansion Communities.

Additional costs for major capital improvement projects initiated prior to July 1, 2004, and funded through the budget have been allocated to the Participating Communities in the same percentages as the allocation of major capital improvement projects under the I.C.A. Agreement.

Section 6. Reversionary Interest in Completed Improvements. All rights to the use, operation and maintenance of all Completed Improvements are held by the WRA. Participating Communities have each obtained a Reversionary Interest in Completed Improvements as provided in the Second Amended Agreement, as Amended. The Reversionary Interest of the Participating Communities have been adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of capital contributions by certain newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

ARTICLE VII. CONSTRUCTION OF ADDITIONAL AUTHORIZED IMPROVEMENTS.

Section 1. Construction of Additional Authorized Core Improvements. The Core Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Birdland Pump Station Replacement (a/k/a Birdland Pump & Force Main)	New pump station to replace existing Birdland Pump Station, and force main improvements	Exhibit 14
Southern Tier Interceptor – Phase 10, Segment 23	Parallel Interceptor from Southside Southside Des Moines River Interceptor to Southern Tier Equalization Basin	Exhibit 15
Ingersoll Run Outlet	New interceptor from Des Moines River Outfall to Ingersoll Run Combined Sewer Overflow	Exhibit 21
WRF Effluent Pumping	Pump station to lift effluent to Des Moines River under elevated river conditions	Exhibit 25
WRF Clarifier Improvements – Phase 2	Second phase of replacement of mechanisms and equipment on primary clarifiers and final clarifiers	Exhibit 26

Little Four Mile Interceptor – Phase 15, Segment 1	Parallel interceptor from Four Mile Interceptor to junction with Little Four Mile Interceptor South Branch and Little Four Mile Interceptor Extension	Exhibit 28
WRA Site Acquisition, Clearing, and Securing	Additional Property for future expansion	Exhibit 54
WRA Sewer Lining – Phase 3	Lining of Southwest Outfall	Exhibit 55
WRF Phosphorus Recovery	Phosphorus recovery improvements	Exhibit 56
WRF Disinfection Improvements	Disinfection improvements at WRF	Exhibit 57
WRF Biogas Flare System Improvements	Improvements to digester gas handling and flare system	Exhibit 58
WRA Sewer Lining – Phase 4	Lining of WRA sewers based on condition	Exhibit 59
WRF Aeration Basin Improvements	Improvements to the aeration basins and aeration system at WRF	Exhibit 60
WRA Sewer Lining – Phase 5	Lining of WRA sewers based on condition	Exhibit 61
WRA Personnel Facilities	Relocation of non-process facilities for treatment expansion	Exhibit 62
WRA Sewer Lining – Phase 6	Lining of WRA sewers based on condition	Exhibit 63
WRA Sewer Lining – Phase 7	Lining of WRA sewers based on condition	Exhibit 64
WRF Building 73 Improvements	Additional electrical generation for Emergency Power	Exhibit 65
WRF Buildings 50, 51, 52 Improvements	Improvements to the Return Sludge System	Exhibit 66

WRF Final Clarifier Expansion – Phase 1	Expansion of the final clarifiers	Exhibit 67
WRA Southwest Diversion Pump Station Odor Control	Odor control and corrosion control improvements	Exhibit 68
WRF Trickling Filter Demolition – Phase 3	Removal of Trickling Filters at WRF for future improvements	Exhibit 69
WRA Southwest Diversion Equalization Basin Odor Control	Odor control and corrosion control improvements	Exhibit 70
WRA Sewer Lining – Phase 8	Lining of WRA sewers based on condition	Exhibit 71
WRA Southside Des Moines River Interceptor – Phase 4	River Crossing and new influent WRF sewer	Exhibit 72
WRA Raw Water Pump Station and Preliminary Treatment	New headworks and preliminary treatment facilities	Exhibit 73
WRA Southwest Diversion Pump Station Modifications	Modifications to the Southwest Pump Station for frequent use	Exhibit 74
WRA Southwest Diversion Equalization Basin Modifications	Modifications to the Southwest Equalization Basin for frequent use	Exhibit 75
WRA Westside Pump Station Modifications	Modifications to the Westside Pump Station for future growth	Exhibit 76
WRA Southern Tier Pump Station Modifications	Modifications to the Southern Tier Pump Station for future growth	Exhibit 77
WRA Primary Treatment Facilities	New primary treatment facilities	Exhibit 78
WRA Influent Sewers Relocation	Relocation of influent sewers to New Headworks	Exhibit 79
WRF Digester and Dewatering Improvements	Improvements to digestion and Dewatering facilities	Exhibit 80
WRF Hauled Waste Facilities	Improvements to the hauled waste facilities	Exhibit 81

WRF Building 05 and Primary Treatment Demolition	Demolition of existing facilities for future facilities	Exhibit 82
WRF Second Outfall and Disinfection Facilities	Additional outfall for WRF and associated disinfection	Exhibit 83
WRF Primary Treatment Expansion	Expansion of primary treatment facilities	Exhibit 84
WRF Preliminary Treatment Expansion	Expansion of preliminary treatment facilities	Exhibit 85
WRF Gas Conditioning Improvements	Expansion of gas conditioning facilities	Exhibit 86
WRF Effluent Pumping Station No. 2	Additional pump station for effluent pumping to Des Moines River at elevated river conditions	Exhibit 87
WRF Final Clarifier Expansion – Phase 2	Expansion of the final clarifiers	Exhibit 88
WRF Biosolids Storage Expansion	Expansion for bio-solids storage	Exhibit 89
WRF Waste Thickening and Blended Sludge Facilities	Improvements to waste sludge thickening and blended sludge facilities	Exhibit 90
WRF Aeration Basin Expansion	Expansion of the aeration basins	Exhibit 91
WRF Digestion Facilities	Expansion of the digestion facilities	Exhibit 92

The above Core Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the above Core Improvements shall be borne by the Participating Communities, as set forth in Article IX, Section 3(c) of this Agreement.

Section 2. Construction of Additional Authorized Conveyance Expansion Improvements. The Conveyance Expansion Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Common Trunk Improvements	Parallel Interceptor from Southwest Equalization Basin to 73rd Street South of University Avenue	Exhibit 41
Clive-USSD Joint Trunk (a/k/a Joint Trunk Sewer Improvements)	Parallel trunk sewer from 73rd Street south of University Avenue to approximately 142nd Street and Douglas Parkway	Exhibit 42
Southern Tier Interceptor – Western Phase	Parallel Interceptor from Southern Tier Pump Station to east side of Highway 28	Exhibit 43

The above Conveyance Expansion Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements shall be borne by the Expansion Communities, as described in Article IX, Section 3(d) of this Agreement.

Section 3. Construction of Special Improvements. The Special Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Westside Interceptor	Parallel interceptor from Westside Pump Station to junction of Saylor Creek Interceptor and Beaver Creek Interceptor	Exhibit 31
WRA Pleasant Hill Pump Station Improvements	Improvements to the Pleasant Hill Pump Station	Exhibit 93
WRA Beaver Creek Interceptor Improvements	Parallel Sewer to Beaver Creek Interceptor	Exhibit 94
WRA West Des Moines Outfall, Segment 1 & 2 Improvements	Parallel Sewer to West Des Moines Outfall Sewer	Exhibit 95
WRA Pleasant Hill Force Main Improvements	Force main replacement for Pleasant Hill Pump Station	Exhibit 96

WRA Saylor Creek Interceptor – North Branch	Parallel Sewer to Saylor Creek Interceptor	Exhibit 97
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The above Special Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Special Improvements shall be borne or allocated among some or all of the Participating Communities, as described in Article IX, Section 3(g) of this Agreement, except the costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Westside Interceptor shall be borne or allocated among some or all of the Participating Communities as provided in Article IX, Section 3(d)(ii) of the Second Amended Agreement.

Section 4. Construction of Other Improvements and Small Capital Projects.

(a) In addition to the Improvements described in Sections 1, 2 and 3 of this Article, the Board is authorized to acquire and/or construct other necessary or desirable Core Improvements, Conveyance Expansion Improvements, and Special Improvements and to undertake Small Capital Projects in order to (i) maintain or optimize the capacity and performance of the WRA System; (ii) to maintain or improve operating efficiency or reduce operating costs of the WRA System or (iii) to extend or provide regional sewer service to particular areas, to the extent such Improvements or other Projects are not in conflict with, the WRA's purpose as set forth in this Agreement and are in compliance with Chapters 28E and 28F of the Code.

(b) The Participating Communities recognize and agree that their classification as either a Participating Community or an Expansion Community, or both, under this Agreement serves to obligate them to finance the acquisition and construction of the Core Improvements, Conveyance Expansion Improvements, and Special Improvements respectively, as well any other Improvements or projects designated by the Board as described in Subsection (a) of this Section, to the extent of the Bond financing authorized in Article XIII of this Agreement. In connection with a future amendment of this Agreement, the Participating Communities may determine to modify such classifications for purposes of constructing Improvements beyond those contemplated by this Agreement.

(c) Any Participating Community may acquire design flow capacity in any Conveyance Expansion Improvement undertaken in accordance with this Agreement. In such event, the requesting Participating Community shall notify the Board, in writing of its intention to participate in a Conveyance Expansion Improvement, which notice must be received prior to Board approval of the plans and specifications for the Conveyance Expansion Improvement. The requesting Participating Community shall be responsible for a proportionate share of the costs of acquiring and constructing such Conveyance Expansion Improvement, based on the proportion of its design flow allocation to the total design flow of each project segment of the Conveyance Expansion Improvement in which the Participating Community desires to participate, or such other fixed cost share as the applicable Conveyance Expansion Communities may determine and

be approved by the Board. The requesting Participating Community shall pay all such costs at such times and in such amounts as shall be determined by the Board, it being the intention of the Participating Communities not to utilize Bond financing authorized in Article XIII of this Agreement for such purposes.

(d) Notwithstanding anything in this Agreement to the contrary, any one or more Participating Communities may determine to undertake sanitary sewer improvements or extensions on their own, at their sole cost, under such terms as they shall agree upon. Any such improvements shall not be financed as provided in Article XIII of this Agreement and shall not be considered part of the WRA System. Provided, however, if such extension will make a connection to the WRA System, the Participating Community shall give written notice to the WRA Director of the nature and extent of such improvements prior to initiating design and construction of such improvements for the purpose of permitting effective planning and coordination with the WRA Facility Plans and compliance with subsection (e) of this Section.

(e) If one or more Participating Communities proposes to design or construct any sanitary sewer improvement, extension, pump station, force main, equalization basin, or other similar improvement that could reasonably be utilized, adapted or upsized to be a Conveyance Expansion Improvement or a Special Improvement as defined in this Agreement (a "Community Extension") and either (i) the proposing Participating Communities themselves request that such Community Extension be included as part of the WRA System; (ii) the proposed Community Extension is multi-jurisdictional because it will be of material benefit to more than one Participating Community; or (iii) the WRA Director with the advice of the Technical Committee determines that such Community Extension should for any reason be incorporated into the WRA System, the Proposing Communities must, prior to initiating design and construction of such Community Extension, obtain approval by Board resolution of the terms of an agreement relating to the proposed Community Extension ("Community Extension Agreement"). The terms of the Community Extension Agreement shall include the proposed scope of the Community Extension including the service area of the proposed Community Extension, the anticipated wastewater flowage, the Communities to be served, the location of the proposed connection to the WRA System, and the anticipated funding source for the Community Extension. Said information shall be used for Technical Committee review and recommendation to the Board, and for Board consideration, in relation to (1) the anticipated capacity of the proposed Community Extension and of the ability of the WRA System to accept such additional capacity and to operate and maintain the Community Extension, (2) the funding source to ensure that the WRA will not be obligated for any cost of design, property acquisition and/or construction of the Community Extension, and that said Community Extension shall be solely funded by the proposing Participating Community or Communities separately from this Agreement, (3) the planned service capacity to ensure that more than one Participating Community will be served and/or receive capacity from the Community Extension, (4) the need, and method if applicable, for WRA to substantiate the design and construction of the Community Extension, and (5) such other items as may be reviewed by the Board and/or Technical Committee, at their sole discretion. The Participating Community or Communities shall further provide any additional information requested by the Technical Committee, the Board, or the staff for the Operating Contractor. The terms of the Community Extension Agreement shall include a provision that the construction of the Community Extension shall be pursuant to plans and specifications that meet

WRA standards for its own projects and shall also include any provision requested by the WRA Director with the advice of the Technical Committee to upsize the capacity of the Community Extension for the benefit of the WRA at WRA's expense for any additional costs. The Board may approve the terms of the Community Extension Agreement as submitted, approve the terms of the Community Extension Agreement subject to revisions as deemed necessary for the Community Extension to become part of the WRA System, deny the terms of the Community Extension Agreement, or exercise the right to cause the WRA to construct the Community Extension as a part of a WRA Conveyance Expansion Improvement. The Participating Community or Communities, by resolution of their respective governing bodies, shall approve the Board-approved terms of Community Expansion Agreement prior to initiating design and construction of, and property acquisition for, the Community Extension.

If the terms of the Community Extension Agreement are approved by the Board, and if the Board does not elect to construct the Community Extension itself, the Participating Community or Communities shall design and construct the Community Extension in conformance therewith, and shall accept the Community Extension by governing body resolution prior to transfer of said Community Extension to the WRA. Following construction, the Community Extension shall be transferred by the Participating Community or Communities to the WRA pursuant to Article XV, Section 3 of this Agreement, and concurrently the maintenance bond for the Community Extension shall be assigned by the Participating Community or Communities to the WRA. Formal acceptance by the Board of the Community Extension, and of the maintenance bond(s) associated therewith, is required in order to effectuate the transfer and for such Community Extension to constitute an Improvement and part of the WRA System. The WRA shall not be required to accept any Community Extension from one or more Participating Communities that was not undertaken or transferred in compliance with this Section and/or that is not designed and constructed in accordance with the Board-approved terms of the Community Extension Agreement relating thereto.

(f) To the extent a Participating Community proposes to construct a new Participating Community conveyance system that could be constructed and connected to more than one WRA subsystems, in whole or in part, the Participating Community shall consult with the WRA on which WRA subsystem to which the Participating Community's subsystem should be connected and obtain a review of the proposed point or points of connection by the Technical Committee, and a recommendation of the Technical Committee to Board based on a balancing costs and benefits to the WRA and the Participating Community. After the recommendation of the Technical Committee is obtained, the Participating Community must, prior to initiating design and construction of such project, obtain approval by Board resolution of the point or points of connection to be constructed.

Section 5. Permitted Adjustments. Given the necessity for accommodating circumstances relating to particular projects as they arise, the Board shall have discretion, without Participating Community review, to make minor adjustments to the timing, sequence of construction, scope and location of all Improvements contemplated by this Agreement, and to approve plans and specifications, cost estimates, schedules of construction and cost allocations that do not differ materially from those set forth or described in this Agreement or the Exhibits to this Agreement, so long as the level of sanitary sewer service to be provided to those areas is not materially different from that contemplated by the Core Improvements, the Conveyance

Expansion Improvements and the Special Improvements. The Board shall further have discretion to make material substitutions, replacements and/or refinements to any Improvement contemplated by this Agreement, following written request for comment to the governing body for each Participating Community directly affected by the Improvement at issue and a notice and response period of thirty (30) calendar days following such request, and following Board consideration of comments received from each Participating Community upon such request, and in the event and to the extent that (1) the substitution or replacement advances the purpose of the originally planned Improvement in a more cost-effective manner that complies with state and federal requirements, including but not limited to environmental regulations, and substantially achieves the result of the originally planned Improvement, or (2) the substitution or replacement is required for compliance with state and federal requirements, including but not limited to environmental regulations. In conjunction with a request by a Participating Community to advance the schedule for construction of an Improvement from the date set forth on the applicable Exhibit to this Agreement, the Board may require such Participating Community to provide interim funding to the WRA in amounts and at the times deemed necessary by the Board to complete the design and construction of the Improvement without the issuance of Bonds, so long as the WRA agrees to reimburse the Participating Community for the amounts so advanced on terms acceptable to the Board and the Participating Community.

Section 6. Reversionary Interest in New Construction. All rights to the use, operation and maintenance of all Improvements constructed under the terms of this Agreement shall be and hereby are granted to and shall be held by the WRA. Participating Communities will obtain a Reversionary Interest in newly constructed Improvements in the manner as provided in the Second Amended Agreement, as Amended, for projects completed and accepted on or before June 30, 2038. Such Reversionary Interest will be adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of capital contributions by newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

Section 7. Recommended Design Flows. The Technical Committee shall recommend appropriate design flows for all new Conveyance Improvements and other Conveyance Improvements that adjust design capacity to be constructed under this Agreement, taking into account the needs of the affected Participating Communities and the optimization of the overall performance of the WRA System. The recommendations of the Technical Committee with respect to the design flows shall be presented to the Board and shall, upon Board approval, be included in the plans and specifications for the particular Improvements involved.

Section 8. Contracts for Construction. All contracts for construction of Improvements under this Agreement shall be considered and entered into by the Board, on behalf of the WRA and the Participating Communities, in accordance with applicable provisions of Iowa law.

ARTICLE VIII. OPERATION AND MAINTENANCE RESPONSIBILITIES.

Section 1. Board Responsibilities for Operation and Maintenance. The Board shall operate and maintain the WRA System for the benefit of all Participating Communities. It is recognized that there are costs of workforce, equipment, supplies, repairs, reserves, replacements and additions of equipment, management costs, legal and engineering costs, audit costs, insurance, claims, expenses (including costs and penalties) incurred by reason of federal and state laws, regulations and requirements and other costs fairly and reasonably attributable to the operation and maintenance of the WRF and the WRA System that should be managed in the best interest of all of the Participating Communities collectively. All WRA System facilities shall be operated in such a way as to optimize their capacity and performance, and to accommodate the wastewater flows from each Participating Community to the extent practicable. It is recognized and agreed the Board may establish peak flow limitations for excess peaking flow or for excess Inflow and Infiltration at or exceeding volumes existing prior to the adoption of this Agreement and may impose the same on any Participating Community responsible for the same. The Board may provide Equitable financial or other incentives to Participating Communities to reduce flows attributable to Inflow and Infiltration or to otherwise reduce their flow levels or may impose Equitable fees or surcharges on Participating Communities related to excess peak flow or excess Inflow and Infiltration, but only after considering any or all the following criteria: (1) the benefits to be achieved by the WRA; (2) best practices as reasonably applicable to the WRA System; (3) conformity with the WRA Long Range Plan; (4) provisions for reasonable notice and periods of transition to allow for economic adjustments by Participating Communities in their own operations; and (5) improvements and processes that each Participating Community subject to any of the foregoing actions have previously implemented to reduce Inflow and Infiltration below that at or exceeding volumes referenced herein.

Section 2 Participating Community Responsibilities for Operation and Maintenance. Each of the Participating Communities shall be solely responsible for the operation and maintenance of its own sewer systems, but shall reasonably cooperate with and assist the WRA to facilitate the efficient and effective operation of the WRA System. Such cooperation and assistance shall include but not be limited to:

- (a) Prompt and effective notice and communication with respect to operational problems as they arise;
- (b) Assistance with WRA's management of flows;
- (c) Cooperation with WRA's right of way acquisition and WRA's capital projects located within their respective jurisdictions;
- (d) Cooperation in efforts to mitigate Inflow and Infiltration;
- (e) Any other operation or maintenance assistance reasonably requested by the WRA or its Operating Contractors that the Participating Community may be able to provide without undue burden or expense.

Section 3. Staff and Contracts. In fulfilling its responsibilities, the Board may determine to employ such staff for such purposes and on such terms as it determines to be necessary or appropriate, or may enter into one or more Operating Contracts with one or more Operating Contractors for all necessary or desirable services, or both. The Board may define and

enforce applicable policies, parameters, goals and performance benchmarks for its employed staff and its Operating Contractors. If the Board determines to provide for the operation of the essential facilities that comprise the WRA System by contract rather than primarily through staff directly employed by the WRA, then the Operating Contracts shall include a single Operating Contract, referred to herein as the “Core Operating Contract” that shall provide for the operation, maintenance, and management of the essential facilities that comprise the WRA System as a single, integrated and managed operation. As of the Effective Date of this Agreement, the Amended and Restated Operating Contract shall be the Core Operating Contract required by this section for its defined term. Services under any Core Operating Contract may be supplemented by one or more additional Operating Contracts or by supplemental services under the Core Operating Contract.

Section 4. WRA Director.

(a) The Board shall appoint, by resolution, a qualified person to be the WRA Director. The WRA Director shall be the chief executive officer and chief administrative officer of the WRA and shall report directly to the Board in such capacity, subject to Sections 3.1, 3.2, and 3.5 of the Amended and Restated Operating Contract during its term. Except as limited by Section 3(c) if this Article, the WRA Director shall serve at the pleasure of the Board. The Board may also, in its discretion appoint, by resolution, a qualified person to be the WRA Deputy Director to act in the place of the WRA Director in his or her absence or incapacity and who shall also perform other duties as assigned by the WRA Director, subject to Sections 3.1, 3.2, and 3.5 of the Core Operating Contract during its term. In the event of a vacancy in the position of WRA Director occurs any WRA Deputy Director then serving shall act in the capacity of interim WRA Director, until a new WRA Director is appointed. If no WRA Deputy Director is then serving the Board shall appoint an interim WRA Director, by resolution, to serve until a new WRA Director is selected.

(b) If the Board desires to select a person to serve as WRA Director, on an interim or long term basis, who is an employee of the Core Operating Contractor, the appointment shall be only made in consultation with, and written concurrence of, the chief administrative officer of the Core Operating Contractor. In such case, in addition to reporting directly to the Board, the WRA Director shall also report directly to the chief administrative officer of the Core Operating Contractor on all matters affecting performance of the Core Operating Contract, and the WRA and the Core Operating Contractor shall establish processes and rules by agreement or policy to reconcile or mitigate potentially conflicting duties of the WRA Director to the Operating Contractor and to the WRA and the Board.

(c) With respect to a person serving as the WRA Director, who is an employee of the Core Operating Contractor, if the Board determines that the WRA Director is failing to perform his/her obligations under this Agreement, the Board shall give written notice to the chief administrative officer of the Core Operating Contractor which notice shall identify the performance concerns. The WRA Director will have ninety (90) calendar days following receipt of such written notice to cure the performance concerns as identified in the notice. If the WRA Board then determines, at the Board’s sole discretion, that the WRA Director has failed to cure

the performance concerns within the ninety (90) day cure period, the Board may unilaterally terminate the WRA Director's appointment.

(d) In the event a vacancy occurs with respect to the position of WRA Director, if the person previously serving was an employee of the Core Operating Contractor, and unless the Board otherwise directs, the Core Operating Contractor, in consultation with the Executive Committee, shall initiate the process required for the Board to recruit, select, and appoint a new WRA Director. If the person previously serving was not an employee of the Core Operating Contractor, the Executive Committee shall initiate the process.

Section 5. Emergencies and Disasters. The WRA Board may adopt one or more policies respecting natural disasters and other emergencies under which provisions of this Agreement may be suspended and special authorities may be granted to the WRA Director and others under emergency conditions or other exigent circumstances in a manner consistent with applicable federal and state law and regulations. Such policies shall at a minimum define the conditions under which they apply, the special powers and authorities granted, and limits on the duration of the special powers and authorities. The Board may modify such policies at any time and from time to time. Each Participating Community shall be given written notice of such policies and each modification thereof.

ARTICLE IX. BUDGET

Section 1. Fiscal Year. The WRA shall operate on the same fiscal year as a city under Iowa law.

Section 2. Schedule for Budget Preparation. Each year the Board shall cause there to be prepared and submitted to the Board and to the Participating Communities a proposed preliminary WRA budget for the next fiscal year. The preliminary WRA budget shall include, among other things, (i) a calculation of the annual operating cost shares (including amounts for all reserves to be funded), Debt Service allocated to each Participating Community as provided in this Agreement, and any surcharge payments imposed under Articles XI or XII of this Agreement; (ii) a comparison of the budgeted and actual WRA expenditures for the most recent previously completed fiscal year; (iii) a listing of pending and proposed Small Capital Projects and their estimated costs; and (iv) proposed annual assessments to be paid into the Renewal, Repair and Small Capital Project Fund and any applicable Debt Service. The Board shall establish the date, time and place for a hearing on the proposed WRA budget before the Board, and each Participating Community shall be notified thereof in writing not less than thirty days prior to the hearing. Upon the request of any Participating Community, the Board shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary by such Participating Community in order to fully analyze the proposed WRA budget.

Section 3. Allocation of Annual Budget Shares. In each annual WRA budget: (i) the annual budgeted costs of operation and maintenance (including but not limited to administrative expense, flow monitoring, industrial pretreatment, and additions to the Renewal, Replacement, and Small Capital Project Fund and the reserves for operating and working capital, and insurance

and claims); (ii) Debt Service; and (iii) any surcharge payments imposed under Articles XI or XII of this Agreement shall be allocated among the Participating Communities as follows:

(a) The cost of operation and maintenance of WRA System facilities, including general WRA administration, operation of flow meters, administration of the industrial pretreatment program, and the reserves for insurance and claims, shall be allocated to the Participating Communities on the basis of WRF Flow except as otherwise provided under Article XI of this Agreement.

(b) The costs of funding such other reserves as the Board shall determine to be necessary, including the Renewal, Replacement, and Small Capital Project Fund, operating and working capital reserves necessary to maintain cash flow and liquidity, and reserves established for the purpose of paying Debt Service on any series of Bonds or Refunding Bonds or securing the payment thereof, shall be allocated to the Participating Communities on the basis of WRA Flow, except as otherwise provided under Article XI of this Agreement.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Core Improvements shall be allocated to the Participating Communities on the basis of the WRA Flow of the Participating Communities.

(d) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Conveyance Expansion Improvements shall be allocated to the Expansion Communities on the basis of the WRA Flow of the Expansion Communities

(e) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of any other Improvements that are classified separately by the Board as being Special Improvements under this Agreement, (as authorized in Article VII, Section 4 of this Agreement) shall be allocated to those Participating Communities benefited by such Special Improvement in the manner as set forth in subsection (g) of this Section 3.

(f) If actual expenses for operation and maintenance of the facilities of the WRA System for any year (based on the audited financial statements) differ from the budgeted amount allocated to the Participating Communities for that year, the difference between the actual and budgeted amount shall be credited or charged to the Participating Communities in the next budget year on the basis of the WRF Flow as computed for the year in which the budget amounts were collected.

(g) For all Special Improvements, other than the Westside Interceptor, the proposed annual assessments shall be allocated on an Equitable basis among the Participating Communities based on the following criteria: (i) the Special Benefit to be provided to specific Participating Communities by the Special Improvement based on design flows; (ii) the general benefits, if any, to all Participating Communities; (iii) avoiding cross subsidies among Participating Communities; (iv) allocation of the Core Improvement aspects of any Hybrid Improvement to Participating Communities as a Core Improvement cost; (v) if more than two

Participating Communities have Special Benefit, by assignment of a percentage share of the Special Improvement, other than Hybrid Improvements, to all Participating Communities as a Core Improvement cost based on the number of benefited Participating Communities and (vi) any other factor required by the nature of the Improvement to match the Special Benefit provided to and the costs assigned to, specific Participating Communities. The process for, and calculation of, annual assessment for Special Improvements, including without limitation Hybrid Improvements, shall be in accordance with Exhibit 98 to this Agreement.

(h) Any surcharge payments imposed on a Participating Community under Article XII of this Agreement shall be allocated among the affected Participating Communities as provided by such Article or Board actions adopted thereunder.

Section 4. Rate Stabilization and Adjustments. Notwithstanding Section 3 of this Article, the Board, at any time, may (i) approve minor adjustments to the calculations of WRA Flow, or to WRF Flow, or both, when calculating the budget and the costs allocated to the Participating Communities, in order to reflect or take into account particular circumstances or conditions affecting flows of certain Participating Communities, and (ii) implement a system of rate stabilization for purposes of determining the annual allocated cost shares that are derived from flows as described in Section 3, and utilize a multi-year average of metered flows in lieu of those attributable to the immediate prior calendar year in determining the annual cost shares. Any such adjustment or system of rate stabilization shall be implemented or discontinued at the beginning of a fiscal year and shall be approved in connection with the approval of a WRA budget for that fiscal year.

Section 5. Budget Hearing. At or before the hearing on the WRA budget, any Participating Community may file with the Secretary of the Board such objections as it deems appropriate and at such hearing may appear and present such information as it desires in support of its objections. The Board shall consider all such objections and upon the termination of the hearing may, but need not, modify the budget, and shall thereafter adopt the budget as submitted or as modified; provided, however, that final action on the budget shall occur each year by no later than May 1st. Absent such final action thereon by the Board on or before such date, the budget, including the allocation of cost shares, shall be deemed adopted as of such date, subject to any modifications previously approved by the Board.

Section 6. Budget Arbitration.

(a) Any Participating Community may request arbitration of the budget or any part thereof as adopted or deemed adopted by the Board, so long as such request is filed with the Board within ten days following the date of approval or deemed approval of the budget by the Board. Such request shall also be sent by registered or certified mail to the American Arbitration Association, Chicago, Illinois and to each of the Participating Communities to whom an annual cost share of the budget has been allocated. That part of the budget or allocation so specified in the request for arbitration shall then proceed to arbitration under the rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon all parties. In each instance, the Participating Community objecting to the budget shall have the

burden of establishing that each challenged allocation or budgeted expenditure was not calculated in accordance with this Agreement.

(b) The Participating Community requesting arbitration shall bear all the costs thereof unless the arbitrator determines that the item(s) for which arbitration was requested should be reduced or excluded or the allocation was not correctly calculated. In such case, the cost shall be deemed a WRA administration expense and allocated to all Participating Communities on the same basis as other administrative expenses.

(c) If the arbitrator does not make his or her decision by the beginning of the budget year, the Participating Communities shall make their payments to the WRA upon the basis of the adopted budget pending a decision by the arbitrator. If the budget is modified as a result of the arbitration, the Board shall credit or charge to each Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable. If the cost share of a Participating Community is modified as a result of the arbitration, the Board shall credit or charge to that Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable and shall adjust the cost shares of other Participating Communities accordingly. The arbitrator shall have the authority to direct and require the re-allocation or re-adjustment of budget items and/or allocation of cost shares to reflect the arbitrator's decisions.

Section 7. Imposition of Sewer Rates and Charges by Participating Communities; Payments to WRA.

(a) Each Participating Community shall pay to the WRA, and for that purpose shall impose by ordinance such sewer rates and charges on contributors in its respective community sufficient in amount, together with other funds or sources of revenues appropriated for that purpose, to contribute on a monthly basis to the WRA during each fiscal year, (i) its allocated share of the operating budget and Debt Service on Bonds and Refunding Bonds as determined in accordance with this Agreement, and (ii) any surcharge payments imposed under Articles XI or XII of this Agreement. Each Participating Community shall establish, maintain and revise such rates and charges from time to time whenever necessary as will always provide each Participating Community with sufficient revenue, together with other funds or sources of revenues as may be appropriated for such purpose, as will produce at least 110% of the amount necessary to pay Debt Service and the principal and interest on all outstanding Local Obligations during the fiscal year. If such rates and charges are not paid by the users of the sanitary sewer facilities as so provided in the ordinance, each Participating Community shall promptly certify the unpaid amounts to the appropriate county for collection.

The Board shall establish a policy respecting billing and payment of the amounts due to WRA from Participating Communities under this Article IX (the "WRA Participating Community Billing and Payment Policy") which shall include provisions for billing, due dates of payments, any late fees for payment after due dates, interest on unpaid balances that shall accrue after due dates, and related matters in the discretion of the Board. The Board may modify such policy at any time and from time to time. Each Participating Community shall be given written notice of the WRA Participating Community Billing and Payment Policy and each modification

thereof, and such policy as revised from time to time shall be deemed a part of the terms of service by the WRA to each Participating Community from and after the date on which such notices are given

Section 8. Priority of Payment Obligations.

(a) The obligation of each Participating Community to pay its allocated share of the WRA operating budget shall stand on a parity and equality of rank with respect to any prior pledge or covenant to fund operations and maintenance expenses made in connection with any other Local Obligations issued by the Participating Community.

(b) Each Participating Community shall treat its obligation to pay Debt Service under this Agreement as standing as nearly as practicable on a parity and equality of rank with respect to the lien and claim to the net revenues of the sanitary sewer utility of the Participating Community held by the holders of any other Local Obligations issued by the Participating Community, although it is recognized that such parity status may not be set forth in resolutions authorizing Local Obligations in all cases until currently outstanding Local Obligations are paid or discharged. Such parity status shall not extend, however, to any debt service reserve fund maintained by a Participating Community in respect of its Local Obligations. To that end, each Participating Community shall include provisions in any resolutions of its governing body authorizing the issuance of Local Obligations after the Effective Date of this Agreement to the effect that the obligation of the Participating Community to pay Debt Service under this Agreement shall have such parity status to the full extent authorized by the resolutions authorizing the currently outstanding Local Obligations.

(c) The financial officer of each Participating Community or, at the direction of the Board, an independent auditing firm selected by the Board and paid by the WRA, shall annually certify to the WRA, at the beginning of each fiscal year, to the effect that (i) the Participating Community has included the amount of its Debt Service obligations to the WRA for the coming fiscal year as an outstanding obligation for purposes of any applicable rate covenant made by the Participating Community for the benefit of the holders of any outstanding Local Obligations, (ii) the Participating Community has not issued any Local Obligations within the fiscal year then ending except on the basis set forth in subsection (b) above, and (iii) the Participating Community has imposed sufficient rates and charges or appropriated other funds in its budget for the next fiscal year sufficient in amount to timely pay its monthly payment obligations to the WRA during the next fiscal year.

Section 9. Payment Defaults.

(a) In the event of a failure by a Participating Community to make timely payment of any amount due to the WRA under this Agreement within the scope of the WRA Participating Community Billing and Payment Policy, the Participating Community shall incur interest and fees as provided in the WRA Participating Community in Billing and Payment Policy. Any obligations of a Participating Community to the WRA outside the scope of the Billing and Payment Policy that are not paid when due shall bear interest as provided by agreement, Chapter 535, of the Code, or applicable law.

(b) If any failure by a Participating Community to make a required payment to the WRA continues for a period of thirty (30) days, the Board shall have the right to take any action at law or equity as may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, including but not limited to those actions seeking money damages, specific performance or the appointment of a receiver to take control of the operation and management of the sanitary sewer utility system of the Participating Community.

(c) In the event a payment default by a Participating Community results in the expenditure of debt service reserve funds being held as security for any series of Bonds or Refunding Bonds, the Board promptly shall order the imposition of a special charge upon the Participating Communities in the amount necessary to fully replenish the reserve funds so expended, which shall be allocated among the Participating Communities on the basis of WRA Flow. Each Participating Community shall pay its allocated amount of the special charge to the WRA within ninety (90) days of the Board's action to impose the special charge. If however, the Board determines that the defaulting Participating Community is unlikely to timely pay its allocated share of the amount necessary to fully replenish the reserve fund, the Board shall allocate the share of the defaulting Participating Community to the other Participating Communities that are not in default, on the basis of WRA Flow (excluding for this purpose the flows of the defaulting Participating Community). A defaulting Participating Community shall be obligated to repay the WRA all amounts imposed as special charges under this subsection, together with interest thereon as provided in the WRA Participating Community Billing and Payment Policy, which the WRA shall in turn credit to the monthly payment obligations of the Participating Communities (on the basis of the WRA Flow used to impose the special charge) upon the WRA's receipt thereof.

ARTICLE X. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate accounts for operation and maintenance, administrative expenses, flow monitoring, industrial pretreatment, Debt Service on Bonds and Refunding Bonds and reserves for operating and working capital, insurance and claims and the Renewal, Replacement, and Small Capital Project Fund. The Board shall establish a policy to govern the Renewal, Replacement, and Small Capital Project Fund that shall include a minimum target fund balance, provisions for the replenishment of the target fund balance as needed, and provisions for funding by assessments of Participating Communities under the Annual Budget or by issuance of Bonds in the discretion of the Board. The Board may modify such policy at any time and from time to time.

All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to Chapters 12B and 12C of the Code.

Section 2. Annual Audit. Annually the audit of the financial statements of the WRA shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and Chapter 11 of the Code.

The annual audit shall be conducted by an independent auditing firm engaged by the Core Operating Contractor for that year, unless the Board determines and notifies the Core Operating Contractor, prior to June 30th of any year, that the WRA audit shall be conducted by another independent auditing firm selected by the Board. Following the receipt of the audit report, the Board shall deliver a copy of the same to the Participating Communities and may appoint an audit committee or schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit and answer questions as may be posed to them.

ARTICLE X-A. WRA PLANNING

Section 1. Long Range Plan. The Board, with the advice of any standing or ad hoc committee, shall prepare and adopt a long-range plan to meet the wastewater treatment, conveyance, and resource recovery needs of the Participating Communities over a planning horizon of not less than ten (10) years and shall revise such plan as needed as potential new Participating Communities are identified or admitted and as other circumstances dictate.

The WRA Long Range Plan shall include and take into account all factors relevant to the mission of WRA, including without limitation: (a) expected growth in, and other changes to, wastewater flows of the Participating Communities; (b) existing and anticipated regulatory requirements; (c) the WRA Facility Plans and WRA's capital and financing needs related thereto; (d) evaluation of Inflow and Infiltration to the WRA System and of possible mitigation strategies related thereto; (e) long range trends affecting wastewater treatment, including new technologies, resource recovery opportunities, sustainability issues, and impacts of climate change; (f) WRA's existing and future wastewater treatment capacities and requirements, including securing availability of additional sites for new facilities; (g) WRA's requirements under its Operating Contracts, Operating Contractor performance, and ongoing consideration of alternatives to existing Operating Contracts; (h) WRA governance initiatives and Board development; (i) emergency and disaster planning and policies; (j) strategic review of, and planning for, long term challenges and opportunities affecting the WRA mission, including potential expansion of Participating Communities, workforce needs and development, WRA executive development and succession, and ; and (k) all other matters necessary to assure the achievement of WRA's purposes for the benefit of the Participating Communities. It is expected the Long Range Plan will be forward-looking and will seek to anticipate change, rather than simply react to existing conditions and observed trends.

The initial WRA Long Range Plan, adopted after the Effective Date of this Agreement, shall take into account the WRA Treatment Facility Plan Update –2024 and the WRA Conveyance Facility Plan Update – 2024 and shall be expanded to reflect the guidance set forth in “Ten Attributes of Effectively Managed Water Sector Utilities”, as promulgated by the United States Environmental Protection Agency and consider all factors relevant to the mission of WRA, including without limitation:

- (a) Product quality
- (b) Employee and leadership development
- (c) Financial viability

- (d) Enterprise resiliency
- (e) Water resource sustainability
- (f) Customer satisfaction
- (g) Operational optimization
- (h) Infrastructure stability
- (i) Community sustainability
- (j) Stakeholder understanding and support.

Subsequent revisions and updates to the Long Range Plan will consider either updated or current guidance from the United States Environmental Protection Agency or other authoritative, industry-specific guidance then available, as deemed relevant and helpful.

Section 2. Update to Long Range Plan. The WRA Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every ten (10) years.

Section 3. Participating Community Participation.

(a) Each of the Participating Communities shall participate in, and support, the process of preparing and updating the WRA Long Range Plan by making its data and information available to WRA and to its planning staff and contractors. Each of the Participating Communities shall supply its best estimates of future wastewater flows in support of WRA's planning efforts within a reasonable time upon request. Information supplied by Participating Communities shall be based on uniform standards and principles for such information established by the Technical Committee.

(b) Prior to the original adoption of the WRA Long Range Plan by the Board, and prior to each update thereto, Participating Communities shall review, approve and certify to WRA confirmation of the WRA Long Range Plan's compliance with their individual needs over the intended time period covered by the applicable WRA Long Range Plan, or updates thereto.

Section 4. Implementation of WRA Long Range Plan. The Board shall be responsible, in its discretion, to operate WRA in accordance with the WRA Long Range Plan and to implement the WRA Long Range Plan's provisions. The Participating Communities shall provide reasonable assistance to the WRA and the Board in implementing the WRA Long Range Plan.

Section 5. WRA Facility Plans. In addition to the WRA Long Range Plan, the WRA shall at all times have current WRA Facility Plans adopted by the Board in compliance with applicable law that is consistent with, and informed by, the WRA Long Range Plan.

ARTICLE XI. SURCHARGES AND SPECIAL USAGE CHARGES TO CERTAIN PARTICIPATING COMMUNITIES

Section 1. Surcharges to Participating Communities. The Board may in its reasonable discretion impose Equitable surcharges on certain Participation Communities, including without limitation, any newly connected Participating Communities in lieu of capital

contribution or allocation of Debt Service for Bonds and may also impose incentive surcharges under Article VIII, Section 1 of this Agreement. Surcharges previously assessed as set forth in Exhibits 48-52 as attached to the Second Amended Agreement have been fully satisfied.

Section 2. Special Fees, Rates, Charges, and Surcharges. The Board shall have authority in its reasonable discretion exercised on an Equitable basis to establish special fees, rates, charges, and surcharges payable by Participating Communities, as necessary to allocate costs, burdens, and benefits on an Equitable basis to users under any special circumstances now existing or hereafter arising. Rates, fees, and charges charged to persons and entities that benefit from the services provided by WRA that are not Participating Communities shall be set in the sole discretion of the Board at or above the full costs of providing the services and in the best interest of the WRA.

ARTICLE XII. NEW PARTICIPATING COMMUNITIES

Section 1. Admission of New Participating Communities. During the term of this Agreement, additional cities, counties or sanitary districts organized under Chapter 358 of the Code may be admitted to membership as a Participating Community, and thereby become entitled and subject to all of the benefits and obligations of this Agreement. Any newly connecting community may commence full participation in this Agreement as a Participating Community at the beginning of any fiscal year, upon Board approval and execution of a supplement to this Agreement by such newly connecting community and the WRA prior to November 15th of the year preceding the fiscal year in which the newly connecting community would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the newly connecting community. Any such supplement shall: (i) designate the newly connecting community as an Expansion Community for purposes of this Agreement; (ii) obligate the newly connecting community to comply with all of the provisions of this Agreement applicable to Participating Communities; (iii) specify the weighted voting power of the newly connecting community for the first three fiscal years after the date upon which the newly connecting community becomes a Participating Community under this Agreement based on factors the Board deems relevant under all the facts and circumstances; and (iv) contain such other terms and conditions as the Board shall determine to be appropriate in light of the service to be provided to the newly connecting community.

Section 2. Voting Rights. A newly connecting community shall be entitled to representation on the Board and the voting rights as provided in this Agreement, with such representation and voting rights to commence on the first day of the fiscal year following the date upon which the newly connecting community becomes a Participating Community under this Agreement. The weighted voting power assigned to the Board representative(s) of the newly connecting community for the first three fiscal years shall be as specified by the Board in the supplement as provided for in Section 1 of this Article, and shall thereafter be as provided in this Agreement.

Section 3. Budget Share Allocations. Upon becoming a Participating Community, a newly connecting community shall commence payments of the annual budget shares allocated to

it in the WRA budget for that fiscal year and thereafter, as set forth in Article IX of this Agreement. Except as expressly provided in the supplement to this Agreement executed by the newly connecting community and the WRA, the Debt Service allocation for a newly connecting community, shall be based upon only those Bonds issued after the first day of the fiscal year in which the newly connecting community becomes a Participating Community, and the newly connecting community shall have no liability with respect to Debt Service on Bonds issued prior to said date. As set forth in Article IX, Section 3, Debt Service on Bonds issued under this Agreement after the date the newly connecting community becomes a Participating Community shall be allocated to such Participating Community on the basis of (i) its classification as an Expansion Community under this Agreement and (ii) the WRA Flow of the Expansion Communities.

Section 4. Capital Contribution.

(a) Each newly connecting community shall make a capital contribution or surcharge payments to the WRA for its use of (i) the WRF, (ii) that portion of the WRA System constructed under the I.C.A. Agreement and (iii) Improvements constructed under the Second Amended Agreement, as Amended, and this Agreement, and all predecessor agreements, with such capital contribution or surcharge payments being paid in lieu of any liability for Debt Service on Bonds and Refunding Bonds issued prior to the date that the newly connecting community becomes a Participating Community. Upon receipt by the Board of recommendations from the Technical Committee and the Finance Committee, the amount of the capital contribution or surcharge payments and the extent of the Reversionary Interest to be acquired shall be determined by the Board, and detailed in the supplement to this Agreement referred to in Section 1 of this Article. The Board may determine to accept a cash payment from the newly connecting community in respect of all or any portion of the required capital contribution, or may agree to a schedule of surcharge payments to be made by the newly connecting community over a period of years. As the capital contribution or surcharge payments are paid, the newly connecting community will acquire a Reversionary Interest as provided in such supplement to this Agreement. Notwithstanding the foregoing, on and after July 1, 2038, the Reversionary Interest of each newly connecting community shall be as set forth in Article XXIII Section 4(b).

(b) All contributions or surcharge payments received by the WRA from a newly connecting community for a project constructed under the provisions of the I.C.A. Agreement shall be credited to the monthly payment obligations of the Participating Communities on the basis of their respective Reversionary Interest in each respective component of the WRA System facilities for which the contributions or surcharges were applicable based on the Reversionary Interest of each Participating Community at the time of admission of the newly connecting community. All contributions or surcharge payments received by the WRA from a newly connecting community for Improvements constructed under the provisions of the Second Amended Agreement, as Amended, or this Agreement shall be credited to the monthly payment obligations of the Participating Communities based on the percentage of the project cost paid by each Participating Community in each respective component of the WRA System facilities at the time of admission. In each case, the Board shall determine the specific amounts to be so credited under this subsection upon receipt by the Board of a recommendation from the Technical Committee.

ARTICLE XIII. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized.

(a) As a means of financing the acquisition and construction of Improvements to expand, extend and upgrade the WRA System described in this Agreement or to pursue Sponsored Water Resource Projects, the Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement.

(b) The Board also is authorized, in its sole discretion, to utilize existing WRA reserves or other available funds, not otherwise obligated or previously appropriated for another purpose, (i) to pay all or any portion of the costs associated with the acquisition or construction of any Core Improvements, in lieu of issuing Bonds for the same under this Agreement, and (ii) for the purpose of advancing, on a temporary basis, all or any portion of the costs associated with the acquisition or construction of any Improvements, with the intent of reimbursing such advanced funds with a subsequent issuance of Bonds.

Section 2. Consent to Issuance.

(a) By their approval and execution of this Agreement, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.3 of the Code, to issue Bonds as and to the extent described in this Section for the purposes of acquiring and constructing the Improvements contemplated by this Agreement, and hereby ratify and confirm their prior consent to the issuance of all Bonds outstanding on the Effective Date of this Agreement. The Participating Communities further consent to and agree that such Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed 15% in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. The Bond offering schedule attached to this Agreement as Exhibit 100 indicates the estimated principal amounts and years during which Bonds are currently expected to be issued by the Board in the future, which schedule shall be deemed to update and replace the preliminary offering schedule set forth on Exhibit 31 to the Original Agreement and Exhibit 53 to the Second Amended Agreement. The Participating Communities further consent to and authorize the Board to adjust the principal amount or time of offering of any of the Bonds from the amounts and times set forth on the schedule attached as Exhibit 100 at the time of the sale and issuance of any series of the Bonds in order to respond to changes in the costs, schedule or sequence of construction of the Improvements contemplated by this Agreement, or to market conditions then prevailing, or to otherwise complete the sale on terms deemed advantageous by the Board under the circumstances then and there existing, so long as such modified terms are approved by the Board at the time of sale of the Bonds. Notwithstanding the foregoing grant of discretion to the Board, all Bonds authorized and issued by the Board under this Agreement shall be scheduled to mature so that the aggregate principal amount of all Bonds outstanding on June 30 of each year during

the term of this Agreement does not exceed Nine Hundred Seventy-Five Million Dollars (\$975,000,000.00).

(b) In addition to the Bonds authorized in subsection (a) of this Agreement, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.10 of the Code, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed 15% in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of the WRA or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

(d) Any unspent Bond proceeds may be reallocated by the Board and applied to pay the costs of other Improvements that are of the same classification (e.g., Core Improvement, Expansion Improvement or Special Improvement) as those Improvements for which the Bonds were initially issued.

Section 3. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of the WRA System facilities and from other funds of the WRA lawfully available therefore as provided in Section 28F.5 of the Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Participating Communities, nor shall the Participating Communities be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 4. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Participating Communities in accordance with Articles IX, XI and XII of this Agreement, and each Participating Community agrees to pay its allocated share of such Debt Service to the WRA at the times set forth in this Agreement.

Section 5. Cash Payments in lieu of Bonds. Prior to each issuance of Bonds, the Board shall notify each Participating Community of the anticipated schedule for the proposed Bond issuance, the Improvements to be financed with the Bonds, the anticipated Debt Service repayment schedule, and an estimate of each Participating Community's share of Debt Service on the proposed Bonds (using the most recent WRA Flow available). Each Participating Community shall have the right, during the period of time established by the Board and set forth in the notice of the proposed issuance, to make a cash payment to the WRA equal in amount to

the present value of the Participating Community's estimated share of Debt Service on the proposed Bonds (using the most recent WRA Flow available and a discount rate equal to the estimated true interest cost of the proposed Bonds, as determined by the Board). Upon receipt of such payment, the Board shall reduce the principal amount of the proposed Bonds to be issued accordingly (the amount of such reduction being determined by the Board), and shall hold the funds paid by the Participating Community in a separate account and invest the same as the Participating Community shall direct. The Board thereafter shall be authorized to draw upon such funds from time to time, on a proportionate basis with the proceeds of the Bonds, to pay for the costs of the particular Improvements in respect of which the cash payment was received, and thereafter shall credit the same on behalf of the Participating Community to the costs of the Improvements being acquired. At the end of every fiscal year following such cash payment, and at the final maturity of the Bonds in respect of which the cash payment was made, the Finance Committee shall reconcile the cash payment made by the Participating Community for the period under review to an updated Debt Service schedule for the principal amount of the Bonds initially proposed to be issued (prior to the cash payment being made), reflecting the actual interest rates on the Bonds as issued, actual WRA Flow during the period under review and the actual true interest cost of the Bonds as issued (for purposes of the present value calculation). If the reconciliation by the Finance Committee demonstrates that the cash payment made by the Participating Community for the period under review was less than the amount that would have been required under the updated Debt Service schedule, the Participating Community shall promptly pay the shortfall to the WRA upon notice thereof. If the reconciliation demonstrates that the cash payment made by the Participating Community was in excess of the amount that would have been required under the updated Debt Service schedule, the WRA shall credit the excess amount to the monthly payment obligation of the Participating Community under Article IX, Section 7 of this Agreement. The Board shall have discretion to adjust the methodology set forth in this section as it may determine to be necessary to ensure equity among the Participating Communities in the cost allocations used to determine the appropriate cash payment amount. The Board has adopted a WRA Cash Contribution in Lieu of Bonds Policy for administering this section, which may be modified at any time, and from time to time, provided, however, that no change to such Policy shall be applied retrospectively unless such change reflects is Equitable to all Participating Communities.

Section 6. Restriction on Withdrawal. The Participating Communities further agree that, except as specifically provided in Article XXII, Section 1 of this Agreement, no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds and Refunding Bonds while any of the Bonds and Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3 of the Code with respect thereto are hereby approved and accepted.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F of the Code with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Participating Communities to the issuance of the Bonds and Refunding Bonds on the terms, at the times, in the amounts and for the purposes set forth in this Article.

ARTICLE XIV. CONNECTIONS, TRANSFERS, AND RECORDS OF REVERSIONARY INTEREST

Section 1. Connections Outside of Participating Community Service Area and Transfers of Interests.

(a) No Participating Community shall permit any new connections to its facilities outside the boundaries of the service area of the Participating Community, as it currently exists, or as it may be expanded by completed annexation under Section 1 of Article XVII, unless: (i) the connection is in an area subject to a pending annexation by a Participating Community and the WRA Director determines such a connection will not adversely affect the operations and needs of the WRA; or (ii) the WRA Director otherwise determines that such a connection will not adversely affect the operations and needs of the WRA and that determination is presented to, and approved by, the Board.

(b) No Participating Community shall enter into any agreements or other arrangements providing for a transfer or conveyance of any rights or interests in or to its sanitary sewer facilities, by or with any municipality, political subdivision or other entity that is not itself a Participating Community under the terms of this Agreement unless presented to, and approved by, the Board.

(c) Any proposed agreements or arrangements with respect to the transfer of rights or interests of Participating Communities in WRA System facilities between or among two or more Participating Communities shall be reported to the WRA Director and shall not be effective unless presented to, and approved by, the Board.

(d) The arrangements that require the approval of the Board under subsection (c) of this Section include arrangements allowing Participating Communities to acquire capacity in Improvements from Participating Communities that have such capacity, where the acquiring Participating Community had no, or only a limited, Reversionary Interest in the Improvement before the arrangement, and in such case the prior consent of all Participating Communities having a reversionary interest in the Improvement shall also be required.

Section 2. Records of Reversionary Interest. Records sufficient to determine the Reversionary Interest of each Participating Community under the terms of the Second Amended Agreement, as Amended, shall be retained and maintained by the WRA until June 30, 2038, and records sufficient to determine the Reversionary Interest of each Participating Community under Article XXII Section 4(d) shall be retained and maintained by the WRA thereafter. The Technical Committee shall prepare recommended schedules reflecting the Reversionary Interest held by each of the Participating Communities for consideration by the Board when and as needed, or as requested by the Board.

ARTICLE XV. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. The WRA may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise,

and shall hold all real, personal and intangible property which it acquires in its own name. To the extent authorized by law, the WRA also may acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name or may request a Participating Community to bring such action, which the Participating Community shall then do so long as the WRA shall fully reimburse the Participating Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Participating Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the WRA shall reimburse the Participating Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

Section 2. Disposition. The WRA may dispose of any of its property and shall do so in the same manner as a city under Section 364.7 of the Code. All proceeds from the sale or disposition of property, without regard to the origin of such property, shall be the property of the WRA.

Section 3. Acquisition from Participating Communities. In addition to the rights of the WRA as set forth in Section 1 of this Article, the WRA may request such real property or property interest(s) as it needs to accomplish its public purposes from any Participating Community in relation to the construction, use, operation, maintenance, or other purpose of any Improvement(s). In the event that such a request is made, the Participating Community shall, within a reasonable time thereafter, and in no event more than ninety (90) days thereafter, grant to the WRA the requested real property and/or property interest(s) in a form approved by the WRA, but only to the extent the Participating Community owns and possesses the real property or property interest(s) needed by the WRA and has the power to grant such real property or property interest(s) to the WRA. If the Participating Community does not own and possess the specific real property or property interest(s) needed by the WRA, it shall use its best efforts to assist the WRA in the WRA's acquisition of such real property or property interest(s). The Participating Communities and Associate Communities shall follow applicable statutory procedures, subject to reasonable approval by the WRA, to provide notice and hearing when conveying the requested real property and/or property interest(s) to the WRA, and shall provide documentation in order to demonstrate statutory compliance prior to the WRA's acceptance of the real property and/or property interest(s). The requested conveyances from the Participating Communities or Associate Communities to the WRA shall be at no cost to the WRA, unless and only in the event that the requested real property and/or property interest(s) will not be used directly by the WRA for public purposes and/or will immediately thereafter be conveyed by the WRA to a third party for property acquisition settlement purposes in relation to a WRA construction project, land exchange purposes, or similar purposes.

ARTICLE XVI. NPDES PERMIT AND INDUSTRIAL PRETREATMENT PROGRAM

Section 1. WRA NPDES Permits. The WRA shall apply for, obtain and hold all State of Iowa and federal permits necessary for the operation of the WRA System, including the

NPDES Permit for the WRF issued by the IDNR. The Operating Contractor is authorized to continue the operation, maintenance and management of the WRF as required by the WRF NPDES Permit and all other applicable permits. The Operating Contractor is further authorized to negotiate on behalf of the WRA the issuance of replacement and/or renewal WRF NPDES Permit(s) and all other applicable State and federal permits relating to the WRF and the WRA System, such permit(s) to be issued to and held in the name of the WRA to the extent allowed by law.

Section 2. Administration of Industrial Pretreatment Program. Under the NPDES Permit issued by the IDNR for the WRF, the permit holder is required to establish, maintain in effect and continuously administer and enforce an Industrial Pretreatment Program consistent with federal regulations and as approved by the IDNR. Pursuant to said federal regulations and the NPDES Permit issued by the IDNR, the holder of the NPDES Permit is required to report in writing to the IDNR regarding a variety of matters, including but not limited to (a) the identity and location of all possible industrial users which might be subject to the Industrial Pretreatment Program, (b) the identity and location of a "major contributing industry" (as defined in the NPDES Permit), (c) the identity and location of a major contributing industry proposing an expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitation stated in an existing pretreatment agreement, and (d) the identity and location of a new major contributing industry from whom a Participating Community has committed to accept wastewater. The Participating Communities hereby agree to assist the WRA in meeting all such reporting requirements, as required by current or future federal regulations or NPDES Permits, by notifying the Board, or the Operating Contractor or Board staff if so directed by the Board, of the proposed connection of any new commercial or industrial facilities to their sanitary sewer systems, of any increase in size or increase in wastewater discharge of existing commercial or industrial facilities, or of any other matters related thereto, such notification to occur far enough in advance of such new connection, expansion, or introduction of wastewater to permit the WRA to comply with the above referenced reporting requirements. A newly connecting community shall, as a condition of its admission to the WRA, conduct a census of all commercial or industrial facilities within its corporate boundaries or sanitary sewer service area, utilizing census criteria provided by the WRA, and shall report the results of such census to the Board, or to the Operating Contractor or Board staff if so directed by the Board, prior to its admission to the WRA.

Section 3. Adoption of Ordinances. The Participating Communities and Associate Communities hereby agree to enact industrial pretreatment ordinances in a form consistent in all respects with those approved by the Board. In the case of a sanitary district which is a Participating Community, the district shall either enact such an industrial pretreatment ordinance or cause the underlying city within which the district lies, to enact an industrial pretreatment ordinance. Thereafter, all Participating Communities and Associate Communities shall maintain those ordinances in continuous effect and update and amend the ordinances as may be requested in writing by the Board.

Section 4. Enforcement. The Participating Communities and Associate Communities hereby assign authority for enforcement of the industrial pretreatment ordinances enacted within their respective jurisdictions to the Board, which shall be authorized to further assign specific

duties and responsibilities with respect to the industrial pretreatment program and enforcement of industrial pretreatment ordinances to the Operating Contractor to the extent permitted by law. The Appeal Committee shall hear and decide appeals of industrial permittees from decisions of the Operating Contractor with respect to the suspension or revocation of wastewater discharge permits due to prohibited discharges.

ARTICLE XVII. ANNEXATION AND SERVICE TERRITORIES

Section 1. Annexation Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the annexation by a Participating Community that is a city of a portion of the unincorporated area of a county, including without limitation a county that is a Participating Community or an Associate Community, so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such annexation, the Participating Community that is carrying out the annexation shall be deemed to have acquired the service area flows and population of the annexed area for all purposes of this Agreement, and the county in which the annexed area is located, if it is a Participating Community, shall be deemed to have released the service area flows and population of the annexed area for purposes of this Agreement.

Section 2 Reversionary Interest Retained. Any Reversionary Interest in the WRA System facilities serving an annexed area shall be deemed to remain with the affected county, unless separately acquired by the Participating Community that undertakes the annexation.

Section 3 Sanitary District Expansion. In the case of a sanitary district which is a Participating Community, the sanitary district shall not acquire a service area within any incorporated area of a city (with the exception of acquisition by the Urbandale Sanitary Sewer District of any portion of the City of Urbandale) which is not a Participating Community unless such acquisition has been approved by the Board.

ARTICLE XVIII. CONSOLIDATION OR MERGER OF PARTICIPATING COMMUNITIES

Section 1. Consolidation or Merger Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the consolidation or merger of two or more Participating Communities so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such consolidation or merger, the surviving entity shall be deemed to be a Participating Community under this Agreement and shall be deemed to have the service area flows and population of the consolidated or merged area for all purposes of this Agreement. The consolidated or merged entity that results from the consolidation or merger shall be deemed to be a Participating Community for all purposes of this Agreement and shall provide details of the completed consolidation or merger to the Board promptly upon the same becoming effective. The Board shall adjust the locations of any flow meters that may be affected by the consolidation or merger, and shall reflect any such adjustments in flow levels in the following year's annual budget. Adjustments in the population of a Participating Community or the WRA Flow or WRF Flow of a Participating Community as a result of the consolidation or merger shall be given effect under this Agreement from and after the date that the consolidation or merger becomes effective. The Reversionary Interest in the WRA System facilities serving the

consolidated or merged area shall be deemed to be held by the Participating Community that results from the consolidation or merger from and after the effective date of the same.

ARTICLE XIX. DISCONTINUATION OF SANITARY DISTRICTS

Section 1. Discontinuation. It is recognized and agreed that the Code currently permits a sanitary district to convey its interest to a city within which part or all of its boundaries lie and discontinue itself, so long as the city agrees to assume the duties, responsibilities, obligations and functions of the sanitary district. The Participating Communities therefore agree that if a Participating Community that is a sanitary district is so terminated, the Board shall be deemed to have approved the conveyance if the city assuming the sanitary district's responsibilities is itself a Participating Community and if the city has accepted and assumed all responsibilities of the sanitary district as they pertain to the WRA. In such event, the Participating Community assuming and accepting such responsibilities shall be deemed to have acquired the population and service area flows of the former sanitary district without additional approvals or requirements.

Section 2. Board Discretion. If in connection with the discontinuance of any sanitary district that is a Participating Community the duties, responsibilities, obligations and functions of the sanitary district are assumed by more than one city or other public agency, or are not fully assumed and accepted by another Participating Community to the satisfaction of the Board, the Board may determine, in its sole discretion, whether and to what extent the assumed interest shall entitle a particular city or other public agency to representation on the Board and status as a Participating Community under this Agreement.

ARTICLE XX. AMENDMENTS

Section 1. Amendments. This Agreement may be amended for any purpose upon approval by a 90% weighted vote, determined in accordance with Article III, Section 3 of this Agreement, of the representatives of the Participating Communities on the Board, taken at a Board meeting called for that purpose, and shall become effective upon execution of a written instrument incorporating such amendment(s) by the governing bodies of those Participating Communities whose representatives voted in favor of such amendment(s) and the filing thereof as provided by law. All amendments adopted pursuant to the provisions of this Article shall be binding upon all Participating Communities.

ARTICLE XXI. BEST EFFORTS, INDEMNIFICATION, AND DISPUTE RESOLUTION

Section 1. Disclaimer. The Participating Communities agree that the WRA facilities heretofore and hereafter designed and constructed for or by the WRA are special purpose structures. Neither the Board as successor to the Management Agency, nor the initial Operating Contractor hereunder and as successor to the Operating Agency, warrant or guarantee that WRA System facilities existing as of the date of this Agreement were appropriately designed or constructed, or that they will function efficiently or accomplish the purpose for which they were designed, nor does the Board or the initial Operating Contractor warrant or guarantee that the Improvements will be built within any time frame or that, once designed and constructed, they

will function efficiently or accomplish the purpose for which they were designed. The Board and the initial Operating Contractor will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of such special purpose facilities.

Section 2. Best Efforts. Each Participating Community agrees to cooperate in good faith with the Board and the other Participating Communities, exercise diligence in performing its obligations hereunder and use its best efforts to carry out the provisions of this Agreement.

Section 3. No Liability. No Participating Community shall be liable to any other Participating Community by reason of any failure to finance or construct any of the Improvements, or to provide any sanitary sewer services contemplated by the Improvements, or for any negligence or error of judgment on the part of the Board, except for any bad faith or willful disregard for the terms of this Agreement.

Section 4. Indemnification. Each Participating Community agrees to indemnify the WRA, the Board and the other Participating Communities, including the initial Operating Contractor hereunder, and hold them harmless for any fine or penalty imposed on the WRA due to an identifiable violation of law, regulation, permit or standard which is attributable to action or inaction by the Participating Community.

Section 5. Remedies. In addition to any other remedies available under applicable law, each Participating Community and the Board shall have the right to the remedy in equity of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Notices. All notices which the Participating Communities and the Board are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail (i) in the case of the Board of the WRA, to Chair, WRA Board, c/o Des Moines Wastewater Reclamation Facility, 3000 Vandalia Road, Des Moines, Iowa 50317, and (ii) in the case of any Participating Community, to the presiding officer of the governing body of the Participating Community at the address then on file with the Secretary of the Board. Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Participating Community may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Board. The WRA may designate another address to which notice should be directed by written notice to each Participating Community and Associate Community.

Section 7. Dispute Resolution – Negotiation, Mediation and Arbitration.

(a) Each of Participating Communities, the Associate Communities, and the WRA mutually agrees that it will negotiate in good faith with respect to any issues, claims or disputes among or between any of them arising out of this Agreement.

(b) No Participating Community, Associate Community or the WRA shall commence any legal proceeding against any other party to this Agreement to resolve any issues, claims or

disputes arising out of this Agreement unless it has first conducted mediation of such issues, claims or disputes with a neutral mediator selected by the WRA Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

(c) Each Participating Community, each Associate Community, and the WRA mutually agree that issues, claims, and disputes arising among or between any of them with respect to any matter arising out of this Agreement may be submitted to binding arbitration by mutual agreement of all of the parties to the particular dispute. Any such arbitration shall be pursuant to a written agreement for arbitration of an existing dispute under Section 679A.1(1), Iowa Code, executed by all parties to the dispute. Any such arbitration shall be governed by the terms of such agreement for arbitration and by Chapter 679A, Iowa Code.

The dispute resolution provisions in this Section 7 shall not apply to (i) proceedings of the Appeal Committee as established under Section 3 of Article V of this Agreement; (ii) Budget arbitration under Section 6 of Article IX of this Agreement; or (iii) arbitration of the calculation of Reversionary Interest under Exhibit 101 of this Agreement.

ARTICLE XXII. WITHDRAWAL BY PARTICIPATING COMMUNITIES

Section 1. Restrictions on Withdrawal. It is recognized that under current law no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds while any of the Bonds are outstanding and unpaid. If a Participating Community desires to withdraw or in any way terminate, amend or modify its obligations under this Agreement, therefore, it shall provide one year's written notice to the Board of the proposed withdrawal or modification, and the same shall not become effective unless and until approved by the Board. The Board, in its sole discretion, may require the Participating Community seeking withdrawal from this Agreement to pay over to the Board an amount determined by the Board to be necessary to fully fund (i) the future payment obligations of the Participating Community with respect to Debt Service on all Bonds that is to be allocated to the Participating Community under the provisions of Article IX, Section 3, of this Agreement; and (ii) any unpaid surcharges imposed under Articles XI or XII of this Agreement. If so approved by the Board, the Participating Community may withdraw from membership and participation in this Agreement, but shall, in all events, forfeit its Reversionary Interest in any and all of the WRA System facilities and shall be entitled to no compensation in respect of the interests being forfeited. Withdrawal by a Participating Community shall not constitute termination of this Agreement.

ARTICLE XXIII. EFFECTIVE DATE, DURATION, DISPOSAL OF PROPERTY, AND REVERSIONARY INTEREST

Section 1. Effective Date. This Agreement shall become effective as of 12:00 AM on January 1, 2026, or the date on which a fully executed counterpart of this Agreement is filed with the Iowa Secretary of State, whichever last occurs (the "Effective Date").

Section 2. Duration. This Agreement shall terminate and be of no further force or effect as of midnight on June 30, 2074, unless terminated earlier by the unanimous consent of all Participating Communities. This Agreement shall also terminate within a reasonable time, as determined by the Board, after the sale of all, or substantially all, of the assets of the WRA.

Section 3. Disposal of Property upon Termination. Upon termination of the existence of the WRA under this Agreement, or any successor agreement, the assets of the WRA shall be first used to discharge and satisfy the outstanding liabilities of the WRA and all remaining assets shall be distributed to the Participating Communities that are party to this Agreement or any successor agreement at the time of termination in proportion to their Reversionary Interest determined as provided in Section 4 of this Article. Subject only to the discharge of outstanding Bonds and other liabilities the Participating Communities shall be deemed to hold and possess ownership interests in all WRA System facilities and assets equal to the Reversionary Interest determined as provided in Section 4 of this Article. A Reversionary Interest in physical assets and facilities owned by the WRA on the date of termination shall be distributed to each Participating Community as tenants in common with other Participating Communities possessing similar interests.

Section 4. Extent of Reversionary Interest.

(a) The extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of such Reversionary Interest, shall be governed by the substantive provisions of the Second Amended Agreement, as Amended, until June 30, 2038, except that no provision of the Second Amended Agreement, as Amended, requiring periodic computation of, any such Reversionary Interest shall govern over inconsistent provisions of this Agreement.

(b) From July 1, 2038, and thereafter, the extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of the Reversionary Interest, shall be converted to, and deemed to be, an undivided percentage interest as initially computed by the Technical Committee, and approved by the Board, based on an average of the WRA Flow of the Participating Communities in proportion to the total of all WRA Flow of all Participating Communities in the respects and particulars as set forth in Exhibit 101 to this Agreement.

Section 5. Attachment and Effect of Reversionary Interest. The Reversionary Interest in favor of the Participating Communities shall arise and attach only upon the effective date of termination of the existence of the WRA. No entity that is not a Participating Community on the date of attachment shall have any Reversionary Interest or other rights in the assets of WRA. Prior to attachment, the WRA may sell, dispose of, or transfer any WRA assets as directed by the Board free and clear of any Reversionary Interest without the consent of any current or former Participating Community, and no Participating Community shall have any rights to the proceeds thereof. No Participating Community shall have any special operating rights or privileges prior to attachment based on any past, existing or potential Reversionary Interest at any time.

Upon attachment, each Reversionary Interest shall be subject to an equitable interest in favor of each Participating Community that is party to this Agreement or any successor agreement on the date of termination of the existence of the WRA that entitles each such entity to continue to use and be served by the WRA System on a proportionate basis to the extent of their Reversionary Interest. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXIV. TRANSITION MATTERS

Section 1. Prior Budget Actions. All prior actions of the Management Agency and the Operating Agency undertaken pursuant to the terms of the I.C.A. Agreement, and all prior actions of the WRA and the WRA Board under the Original Agreement and the Second Amended Agreement, as Amended, prior to the Effective Date with respect to the consideration and approval of each Annual Budget are hereby accepted and approved.

Section 2. Approval of Amended and Restated Operating Contract. The Amended and Restated Operating Contract shall supersede and replace the “Initial Operating Contract” between the City of Des Moines and the WRA dated July 1, 2004, as of the Effective Date, and the Board shall thereafter be bound by said contract and assume responsibility for its administration. The City of Des Moines shall not by reason of its role as Operating Contractor be deemed disqualified from voting for approval of said contract by reason of conflict of interest.

Section 3. Policies. All Policies previously approved by the Board and in effect on the Effective Date of this Agreement shall continue in force as approved Policies of the WRA until modified or rescinded by the Board.

Section 4. Grimes Supplemental Participation Agreement. As of the Effective Date, the terms of participation of the City of Grimes as a Participating Community shall be as set forth in this Agreement, except that all unperformed obligations of the Parties under the Grimes Supplemental Participation Agreement shall continue to be in effect and shall be performed after the Effective Date according to their terms. Such unperformed obligations shall include, but not be limited to, the financial obligations of the City of Grimes to the WRA as set forth in Exhibit 99 to this Agreement.

ARTICLE XXV. SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XXVI. EXECUTION AND ADOPTION OF THIRD AMENDED AGREEMENT

Section 1. Adoption of Third Amended Agreement. This Third Amended Agreement shall be deemed to constitute a supplement to, and amendment of, the Second Amended

Agreement, as Amended, that shall amend, restate and replace the Second Amended Agreement, as Amended, as of the Effective Date.

Section 2 Conditions to Effectiveness. This Agreement shall become effective only upon execution by all Participating Communities, or the requisite Participating Communities as provided in Article XX of the Second Amended Agreement, as Amended, and filing with the Iowa Secretary of State as provided by law, at which time the terms of the Second Amended and Restated Agreement, as Amended, shall no longer be in effect, and shall be replaced by this Agreement, except as specifically stated to the contrary in Article XXIII, Section 4 of this Agreement.

Section 3. Signature Pages. Each Participating Community and Associate Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the Board Clerk to assemble the signature pages and append same to a true copy of this Agreement and to file this Agreement, as so assembled, with the Secretary of State as required and allowed by law under Chapter 28E of the Code.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

CITY OF ALTOONA, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Altoona, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF BONDURANT, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Bondurant, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Clive, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CUMMING, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Cumming, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Grimes, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Johnston, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Norwalk, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF PLEASANT HILL, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Pleasant Hill, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Polk City, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Waukee, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Polk County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

WARREN COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Warren County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

GREENFIELD PLAZA/HILLS OF COVENTRY
SANITARY DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Greenfield Plaza/Hills of Coventry Sanitary District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

URBANDALE SANITARY SEWER DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale Sanitary Sewer District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

URBANDALE-WINDSOR HEIGHTS SANITARY
DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale-Windsor Heights Sanitary District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

The file for Exhibits 1 through 97 is a large file and can be viewed at the following link:

<https://www.dmmwra.org/DocumentCenter/View/1187/FINAL-Project-Exhibits-1---97-RFS>

Some of the exhibits reference the Second Amended and Restated Agreement for the WRA and that document can be viewed at the following link:

<https://www.dmmwra.org/DocumentCenter/View/237/Second-Amended-and-Restated-Agreement-for-the-Wastewater-Reclamation-Facility-PDF>

EXHIBIT 98

ASSESSMENT ALLOCATION PROCESS FOR SPECIAL IMPROVEMENTS

The methodology and process applicable to the allocation of project costs and any corresponding Debt Service for Special Improvements as used in this Exhibit 98 (“Special Improvement Cost”) under Article IX, Section 3(g), of this Agreement shall be as set forth in this Exhibit 98.

1. To the extent an Improvement constructed by the WRA is a Special Improvement, including any Hybrid Improvement, because it provides Special Benefit, as defined in this Agreement, to four or fewer Participating Communities, and the special character of such Improvement requires an allocation of costs, burdens, and benefits among some or all Participating Communities in a manner different than those specified in this Agreement for Core Improvements or Conveyance Expansion Improvements, the WRA staff shall present information justifying such treatment to the Technical Committee after completion of an initial preliminary design and as a part of the process leading to the award of final design and construction contracts for such Special Improvement. The information provided to the Technical Committee shall include the information, data, and analysis relevant to the criteria set forth in Article IX, Section 3(g), of this Agreement for allocation of annual assessments, and in the case of a Hybrid Improvement, information respecting the Core Improvement aspect thereof, including without limitation pertinent information from the WRA Long Range Plan and the WRA Conveyance Facility Plan.
2. The WRA Staff shall also present estimates of cost and proposed allocations of Special Improvement Cost for the Special Improvement based on design flows, anticipated Special Benefits, any Hybrid Improvement Aspect, and other specific criteria deemed appropriate for the specific Special Improvement.
3. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall make an initial determination if the Special Improvement is a Hybrid Improvement, and if so, make an initial determination of percentage of the Hybrid Improvement to be allocated as a Core Improvement and of the remaining percentage to be allocated under the criteria governing Special Improvements, generally.
4. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall make a determination of the number of Participating Communities obtaining Special Benefit.

5. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall establish an initial proposed allocation of Special Improvement Cost for any Special Improvement that is not a Hybrid Improvement, as follows:
 - (a) If only one Participating Community has any Special Benefit, then all Special Improvement Cost shall be allocated to such Participating Community.
 - (b) If two Participating Communities have any Special Benefit, then all Special Improvement Cost shall be allocated between such Participating Communities as provided in the allocation methodology set forth in Paragraph 7.
 - (c) If three Participating Communities have any Special Benefit, then seventy-five percent (75%) of Special Improvement Cost shall be allocated among such Participating Communities as provided in the allocation methodology set forth in Paragraph 7, and twenty five percent (25%) shall be allocated among all Participating Communities in the same manner as Special Improvement Cost is allocated among all Participating Communities for Core Improvements.
 - (d) If four Participating Communities have any Special Benefit, then fifty percent (50%) of Special Improvement Cost shall be allocated among such Participating Communities as provided in the allocation methodology set forth in Paragraph 7, and fifty percent (50%) shall be allocated among all Participating Communities in the same manner as Special Improvement Cost is allocated among all Participating Communities for Core Improvements.
 - (e) If five or more Participating Communities have any Special Benefit, the Improvement shall be funded as a Core Improvement.
6. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall establish an initial proposed allocation for any Special Improvement that is a Hybrid Improvement, as follows:
 - (a) The percentage of the Hybrid Improvement that is a Core Improvement shall be allocated as a Core Improvement.

(b) The percentage of the Hybrid Improvement that is a Special Improvement shall be allocated between or among the Participating Communities having Special Benefit as provided in the allocation methodology set forth in Paragraph 7.

7. The allocation between or among the Participating Communities with Special Benefit shall be initially determined by the Technical Committee as a percentage assigned to each such Participating Community by application of the criteria set forth in Article IX, Section 3(g), of this Agreement to the relative design flows and other project details to arrive at a proposed initial allocation of Special Improvement Cost among the Participating Communities with Special Benefit.
8. The Technical Committee shall apply the above paragraphs as applicable to arrive at a proposed initial full allocation of Special Improvement Cost for the Special Improvement.
9. The proposed allocation shall be considered by the Board for action prior to any action by the Board to proceed with any contract for construction of the Special Improvement. Upon such consideration the Board may in its sole discretion: (i) adopt the proposed allocation as presented; (ii) adopt a modified allocation that it deems more consistent with the provisions of this Agreement, including this Exhibit; or (iii) return the matter to Technical Committee for further consideration.
10. The adoption of a proposed initial allocation by the Board shall be deemed an action with respect to a budget that is subject to arbitration under Article IX, Section 6 of this Agreement, within ten days of the adoption by the Board of such proposed initial allocation.
11. If and to the extent the Special Improvement has a Core-funded allocation component, the portion of the Core-funded component will be reallocated as a part of the annual budget process under Article IX to apply actual WRA Flows.

EXHIBIT 99

SCHEDULE OF SURCHARGE PAYMENTS CITY OF GRIMES, IOWA

The principal and interest amounts of capital contributions to be made in fiscal year 2026 and thereafter as surcharge payments by the City of Grimes in accordance with the Grimes Supplemental Participation Agreement shall be in accordance with the following table:

GRIMES CAPITAL CONTRIBUTION SURCHARGE PAYMENTS

Fiscal Year	Annual Principal Amount	Annual Interest Amount	Total Annual Amount
2026	\$ 250,000	\$ 513,060	\$ 763,060
2027	\$ 300,000	\$ 505,560	\$ 805,560
2028	\$ 350,000	\$ 496,560	\$ 846,560
2029	\$ 400,000	\$ 486,060	\$ 886,060
2030	\$ 446,000	\$ 474,060	\$ 920,060
2031	\$ 476,000	\$ 460,680	\$ 936,680
2032	\$ 516,000	\$ 446,400	\$ 962,400
2033	\$ 535,000	\$ 430,920	\$ 965,920
2034	\$ 551,000	\$ 414,870	\$ 965,870
2035	\$ 567,000	\$ 398,340	\$ 965,340
2036	\$ 584,000	\$ 381,330	\$ 965,330
2037	\$ 602,000	\$ 363,810	\$ 965,810
2038	\$ 620,000	\$ 345,750	\$ 965,750
2039	\$ 638,000	\$ 327,150	\$ 965,150
2040	\$ 657,000	\$ 308,010	\$ 965,010
2041	\$ 677,000	\$ 288,300	\$ 965,300
2042	\$ 697,000	\$ 267,990	\$ 964,990
2043	\$ 718,000	\$ 247,080	\$ 965,080
2044	\$ 740,000	\$ 225,540	\$ 965,540
2045	\$ 762,000	\$ 203,340	\$ 965,340
2046	\$ 785,000	\$ 180,480	\$ 965,480
2047	\$ 809,000	\$ 156,930	\$ 965,930
2048	\$ 833,000	\$ 132,660	\$ 965,660
2049	\$ 858,000	\$ 107,670	\$ 965,670
2050	\$ 884,000	\$ 81,930	\$ 965,930
2051	\$ 910,000	\$ 55,410	\$ 965,410
2052	\$ 937,000	\$ 28,110	\$ 965,110

Until June 30, 2038 the Reversionary Interest that accrues to the City of Grimes by reason of surcharge payments shall be as provided in the Grimes Supplemental Participation Agreement. Thereafter the provisions of this Agreement as applicable to all Participating Communities shall apply.

Any prepayment that an annual principal amount that is made before it is due will not incur the interest of 3.00% currently scheduled to be paid in this Exhibit after the date of payment.

EXHIBIT 100

BOND OFFERING SCHEDULE

Year of Bond Issue (or Series)	Project	Exhibit No.	Anticipated Bond Amounts	Financing
2022A	WRA Birdland Pump Station	14	\$ 22,360,000	Core
2022D & 2024D	WRA Ingersoll Run Outlet	21	\$ 35,240,000	Core
2023A	WRF Clarifier Improvements - Phase 2	26	\$ 30,500,000	Core
2024C	WRA Site Acquisition, Clearing, and Securing	54	\$ 10,000,000	Core
2024E	WRA Sewer Lining - Phase 3	55	\$ 16,000,000	Core
2025B	WRA Southern Tier Interceptor, Phase 10, Segment 23	15	\$ 25,100,000	Core
2027	WRF Building 73 Improvements	65	\$ 7,800,000	Core
2028	WRF Effluent Pumping	25	\$ 30,000,000	Core
2028	WRA Joint Trunk Sewer Improvements	42	\$ 56,290,000	Expansion
2028	WRF Phosphorus Recovery Improvements	56	\$ 50,000,000	Core
2028	WRF Aeration Basin Improvements	60	\$ 42,500,000	Core
2029	WRA Sewer Lining - Phase 4	59	\$ 20,000,000	Core
2029	WRA Personnel Facilities	62	\$ 42,500,000	Core
2029	WRF Buildings 50, 51, and 52 Improvements	66	\$ 15,000,000	Core
2029	WRF Southwest Diversion Pump Station Odor Control	68	\$ 4,000,000	Core
2029	WRF Trickling Filter Demolition – Phase 3	69	\$ 6,000,000	Core
2029	WRA Southwest Diversion Equalization Basin Odor Control	70	\$ 8,000,000	Core
2029	WRA Pleasant Hill Pump Station Improvements	93	\$ 5,000,000	Special
2030	WRA Common Trunk Improvements	41	\$ 22,250,000	Expansion
2030	WRF Biogas Flare System Improvements	58	\$ 5,500,000	Core
2030	WRA Southwest Diversion Pump Station Modifications	74	\$ 1,500,000	Core
2030	WRA Southwest Diversion Equalization Basin Modifications	75	\$ 1,500,000	Core
2030	WRA Beaver Creek Interceptor Improvements	94	\$ 13,510,000	Special
2031	WRA Sewer Lining - Phase 5	61	\$ 7,000,000	Core
2031	WRA Southside Des Moines River Interceptor, Phase 4	72	\$ 25,500,000	Core
2031	WRF Raw Water Pump Station and Preliminary Treatment	73	\$ 107,150,000	Core
2031	WRA West Des Moines Outfall, Segments 1 and 2 Improvements	95	\$ 6,740,000	Special
2032	WRA Westside Interceptor	31	\$ 17,500,000	Special
2032	WRA Westside Pump Station Modifications	76	\$ 5,000,000	Core
2032	WRA Southern Tier Pump Station Modifications	77	\$ 30,000,000	Core
2032	WRF Primary Treatment Facilities	78	\$ 72,000,000	Core
2033	WRA Sewer Lining - Phase 6	63	\$ 6,000,000	Core
2033	WRF Influent Sewers Relocation	79	\$ 17,680,000	Core
2034	WRF Disinfection Improvements	57	\$ 50,810,000	Core
2035	WRA Little Fourmile Interceptor, Phase 15, Segment 1	28	\$ 12,100,000	Core
2035	WRA Sewer Lining - Phase 7	64	\$ 6,000,000	Core
2036	WRF Final Clarifier Expansion – Phase 1	67	\$ 40,100,000	Core
2036	WRF Digester and Dewatering Improvements	80	\$ 48,000,000	Core

EXHIBIT 100

BOND OFFERING SCHEDULE

Year of Bond Issue (or Series)	Project	Exhibit No.	Anticipated Bond Amounts	Financing
2036	WRA Pleasant Hill Force Main Improvements	96	\$ 4,500,000	Special
2037	WRA Sewer Lining – Phase 8	71	\$ 6,000,000	Core
2037	WRF Hauled Waste Facilities	81	\$ 9,630,000	Core
2038	WRF Building 05 and Primary Treatment Demolition for Future Facilities	82	\$ 8,020,000	Core
2038	WRA Saylor Creek Interceptor – North Branch	97	\$ 8,600,000	Special
2039	WRF Second Outfall and Disinfection Facilities	83	\$ 57,760,000	Core
2040	WRA Southern Tier Interceptor, Western Phase	43	\$ 11,500,000	Expansion
2041	WRF Primary Treatment Expansion	84	\$ 18,410,000	Core
2041	WRF Preliminary Treatment Expansion	85	\$ 24,820,000	Core
2041	WRF Gas Conditioning Improvements	86	\$ 30,390,000	Core
2041	WRF Effluent Pumping Station No. 2	87	\$ 36,100,000	Core
2043	WRF Final Clarifier Expansion Phase 2	88	\$ 40,120,000	Core
2044	WRF Biosolids Storage Expansion	89	\$ 16,050,000	Core
2044	WRF Waste Sludge Thickening and Blended Sludge Facilities	90	\$ 26,110,000	Core
2044	WRF Aeration Basin Expansion	91	\$ 81,830,000	Core
2046	WRF Digestion Facilities	92	\$ 37,370,000	Core

EXHIBIT 101

WRA FLOW-WEIGHTED REVERSIONARY INTEREST CALCULATION METHODOLOGY & PROCESS

The methodology and process applicable to the calculation of the Reversionary Interest of each Participating Community under Article XXIII Section 4 of this Agreement shall be as set forth in this Exhibit 101. This Exhibit 101 and its defined terms shall not apply to any other calculation of, or utilization of, WRA Flow for any other purposes under this Agreement.

1. As used herein the “Date of Attachment” means the date on which the Reversionary Interest of the Participating Communities attach as provided under Article XXIII Section 5 of this Agreement.
2. The WRA Flow of each Participating Community eligible to have a Reversionary Interest will be determined for each of the most recent 10 full WRA Flow Computation Years preceding the Date of Attachment in the same manner used to determine WRA Flows for other purposes under this Agreement.
3. Except as provided in paragraph 4 herein, the total WRA Flow for each Participating Community during the 10-year period will be computed by the Technical Committee as the sum of each year’s WRA Flow and such total will be divided by 10 to compute an “Average Annual WRA Flow for Reversion” for each Participating Community.
4. In the case of a newly admitted Participating Community with less than 10 full years of WRA Flow history as of the Date of Attachment, the Average Annual WRA Flow for Reversion shall be computed by the Technical Committee based on all available data, with such adjustments for abnormal flow years as may be appropriate to make such computation as comparable as possible to the average computed for all other Participating Communities.
5. The Average Annual WRA Flow for Reversion for each Participating Community as determined under paragraph 3 or paragraph 4 as applicable, will be added by the Technical Committee to determine a “Total Average Annual WRA Flow for Reversion”.
6. Subject to any adjustment required under paragraph 7, the Reversionary Interest of each Participating Community shall be a percentage interest computed by dividing its Average Annual WRA Flow for Reversion, computed under paragraph 3 or 4 as applicable, by the Total Average WRA Flow for Reversion computed under paragraph 5. Each such percentage shall be computed to a precision of one thousandth of one percent.

7. In the case of any newly admitted Participating Community having any unpaid obligation as of the Date of Attachment for any capital contribution to the WRA assumed by such Participating Community under the terms of its admission as a Participating Community, (“Capital Contribution”), and unless the Participating Community pre-pays such Capital Contribution obligation in full before the computation of the Reversionary Interest of such Participating Community by the Technical Committee is completed, the percentage Reversionary Interest of such Participating Community will be reduced by a fraction the numerator of which is the unpaid principal balance of the Capital Contribution and the denominator of which is the full original required Capital Contribution with such percentage, computed to a precision of one thousandth of one percent. The reduced Reversionary Interest of each Participating Community subject to this paragraph shall in turn be reallocated by the Technical Committee among the Participating Communities that are not reduced under this paragraph on a pro rata basis based on the percentages computed under paragraph 6 before any adjustment under this paragraph 7, computed to a precision of one thousandth of one percent.
8. If the sum of the percentages, as initially calculated under paragraph 6, as adjusted under paragraph 7 if applicable, is greater than 100.000%, then 0.001% shall be subtracted from the allocation of the Participating Community with the largest allocation, and then from the next largest, and so on, until an exact 100.000% allocation is achieved. If the sum of the percentages, as initially calculated, is less than 100.000%, then 0.001% shall be added to the allocation of the Participating Community with the largest allocation, and then to the next largest, and so on, until an exact 100.000% allocation is achieved. For example, if the initially calculated total is 99.998% then 0.001% would be added to the two largest allocations or if the initially calculated total is 100.003% then 0.001% would be subtracted from the three (3) largest allocations.
9. The intent of Sections 6, 7, and 8 is to allocate a full 100.000% of Reversionary Interest among the Participating Communities.
10. Upon the completion by the Technical Committee of its computation of Reversionary Interest in accordance with the foregoing, the WRA Director shall give written notice thereof within ten (10) days of the completed calculation to each Participating Community and to each member of the Board, and appointed alternate.
11. The computation of Reversionary Interest by the Technical Committee will be considered for action by the Board at a meeting occurring not less than thirty (30) days after notice under paragraph 10 has been given. At such meeting the Board may, in its sole discretion: (i) adopt the proposed computation as presented; (ii) adopt a modified computation it deems more consistent with the above provisions; or (iii) return the matter to Technical

Committee for further consideration. The WRA Director shall give written notice of the action of the Board adopting a computation of Reversionary Interest within ten (10) days thereof.

12. The adoption of a calculation of Reversionary Interest shall be binding on all Parties unless a specific issue or dispute is submitted by any aggrieved Participating Community to the Board at its next meeting occurring at least thirty (30) days after the notice of the Board's action has been given under paragraph 11, and the Board in its sole discretion adjusts the computation. Any dispute as to the Board's decision under this paragraph 12 shall be subject to arbitration under paragraph 13 hereof.
13. Any Participating Community may request arbitration of any dispute concerning the calculation of Reversionary Interest as adopted by the Board, so long as such request is filed with the Board within thirty (30) days following the date of adoption by the Board. Such request shall also be sent by registered or certified mail to the American Arbitration Association, Chicago, Illinois ("AAA") and to each of the Participating Communities to whom a Reversionary Interest has been allocated. The dispute specified in the request for arbitration shall then proceed to arbitration under the rules of the AAA and the decision of the arbitrator shall be final and binding upon all parties. In each instance, the Participating Community objecting to the calculation shall have the burden of establishing that the challenged calculation was not in accordance with this Agreement. The Participating Community requesting arbitration shall bear all the costs thereof unless the arbitrator determines that the Reversionary Interest was not correctly calculated. In such case, the cost shall be deemed a WRA administration expense and allocated to all Participating Communities on the same basis as other administrative expenses.



DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

Important Update for WRA Member Communities



Achievements and Progress

The WRA is a clear example of success through regional cooperation and industry-leading wastewater management strategies:

- **\$515M in capital projects** completed or underway
- **Improved environmental compliance:**
 - No major Iowa DNR permit violations
 - All EPA-mandated sewer separation projects completed
 - Adequate sewer capacity maintained
- **Renewable energy initiative:**
 - Gas capture system generates and sells energy, nearly repaying an \$18M SRF loan after just five years in operation
- **Phosphorus removal project** in design for compliance and new revenue
- **Efficient operations:**
 - Net operating costs with revenue offsets increased by 3.3% annually



About the WRA

Regional wastewater collaboration in the Des Moines Metro began in the 1920s, expanded through the 1960s, and was formalized with the Iowa DNR's 1974 regional planning mandate.

This led to the establishment of the Des Moines **Integrated Community Area (ICA)** in 1979, which would later become the **Wastewater Reclamation Authority (WRA)**.



Today, **the WRA treats wastewater for 18 member communities**. Projects are funded through plant-generated revenue and state revolving fund (SRF) debt, not property taxes.



See reverse side for upcoming changes to WRA governance.



www.DMMWRA.org



Third Amended and Restated Agreement

Agreement Review Process (2021-2025)

The **WRA Organizational Assessment Committee (2021)** included representatives from multiple member communities, with legal, financial, and municipal advisors assisting. The committee reviewed the Second Agreement and Operating Contract, preparing the Third Amended and Restated Agreement and recommending governance and operational updates. The new Operating Contract (through 2038) will be contingent upon approval of the Third Agreement.

Past Agreements

- **First Agreement (2004):**
 - **Capped issued debt at \$475M**
 - Debt service was issued to members according to flow and project category (Core, Expansion, Southwest Diversion)
- **Second Amended Agreement (2014):**
 - **Raised debt limit to \$675M** outstanding
 - Updated Capital Projects and financing structures
 - Added minor administrative and governance refinements
- **Operating Contract:**
 - Completed with **City of Des Moines** in 2004, was originally set to expire on June 30, 2024
 - **Currently extended to 2026**, with a new Operating Contract (with 2038 expiration) expected to be approved by the WRA Board in December 2025

Third Amended Agreement (2025)

Key Changes



Capital Projects & Debt Limit

- Incorporates long-range capital plan (through 2040s) totaling **\$1.21B in estimated costs:**
 - Treatment Facility: 27 new projects – **\$913M**
 - Conveyance System: 19 new projects – **\$200M**
 - Special Funded Projects: 5 projects – **\$38M**
- **Debt limit raised** from \$675M to \$975M outstanding (current debt \$469M as of June 2025).
- Endorsed by the WRA Finance Committee



Governance & Representation

- **Board membership:**
 - Currently: One member per 25,000 residents (32 max.)
 - Proposed: One member per 65,000 residents (3 max.); maintains more balanced governance structure
- **Weighted voting:**
 - Shifts from population-based to **flow-based** on most items
 - Some routine/ministerial items excluded
- **Finance Committee:** Becomes a standing committee; each member appoints a committee representative, and an alternate



Membership Categories

- Creates "**Associate Community**" category for entities not operating sanitary systems (e.g., Warren County)
 - Associate members have Ex-Officio voting without financial contribution.
 - Allows broader participation without fiscal obligations



Strengthens WRA Director Role

- Clarifies and strengthens the independence of the WRA Director from the City of Des Moines (Operating Contractor)
- Establishes a **conflict resolution process** and authorizes a **Deputy Director** position to support impartial administration



Financial & Operational Adjustments

- Updates language to match current practices
- Defines **Core**, **Expansion**, and **Special Project categories**
 - Cost-sharing for "**Special Projects**" based on number of communities benefited (25% for 3, 50% for 4, 100% for 5+)
- Broader statements of mission, powers, and policy for flexibility



Planning, Coordination and Reversion

- Enhances long-range planning beyond facilities (e.g., coordination with community infrastructure improvements)
- Clarifies cost allocation and operational procedures
- Revises reversion system (asset return upon withdrawal) toward a flow-weighted model



Third Amended and Restated Agreement

An Overview

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WASTEWATER RECLAMATION AUTHORITY

A Brief History of the WRA

Early 1920s

Regional wastewater conveyance and treatment begins in Greater Des Moines area



1979

The Des Moines Integrated Community Area (ICA) is created. This management agency would eventually grow to become the WRA



1960s-1970s

Regional cooperation expands, with Iowa DNR-mandated regional planning starting in 1974



2004-Present

The current iteration of the WRA was created in 2004, and has served the Metro as the largest wastewater treatment facility ever since.

Operation of the WRA

First Agreement (2004)



- 14 original members + 4 added since 2004:
 - Cumming, Waukee, Polk City and Grimes all paid a “surcharge” to join
- Separate entity
- Governed by WRA Management Agency Board
- WRA owns treatment facility (WRF) and core conveyance system
 - Members govern/own local sewer systems and rate setting
- WRA finances projects – revenue debt/SRF debt
 - NO property taxes
 - The WRA debt is allocated to Participating Communities in accordance with the 28E/28F Agreements



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WRA First Agreement (2004-2014)

Capital Projects and Costs

- Funded by revenue bonds
- Debt limit set in first agreement: \$475M
- Debt service was allocated to members by flow, with three project categories:
 - Core* — to all members by flow
 - *Treatment plant & backbone conveyance network
 - Expansion — to *expansion* communities by flow
 - Southwest Diversion — Blend of Core and Expansion



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WRA First Agreement

(2004-2014)

Additional Details

Community Cost Allocation

- The average of three years of flow is used to determine a percentage
 - Operating and administrative costs
 - Debt service on Core improvements
 - *Debt service on legacy Expansion and Southwest Diversion projects has not changed*

Operating Contractor



The **City of Des Moines** provides operation, maintenance, and management services for the WRA and its 100+ employees.

- Initial Operating Contract (2004) expired June 30, 2024, and automatically extended until June 30, 2026
- WRA Board anticipates approving new Operating Contract with City of Des Moines with expiration date of June 30, 2038



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Current Agreement

The WRA's Second Amended and Restated Agreement was completed in 2014.

- Updated list of Capital Projects and Financing Sources
- With a few identified exceptions future capital projects designated as core projects with debt service paid on the basis of 3 years average flow
- Debt limit changed from cap of \$475M “issued” to \$675M “outstanding” at any time
- Addressed several relatively minor administrative, finance and governance related issues



WRA: A Success Story

An excellent example of regional cooperation



\$515M in Capital Projects

- Several central Des Moines combined sanitary/storm sewers have been separated
- No major violations of IDNR issued permits
- All sanitary sewer capacity needs/requests have been met

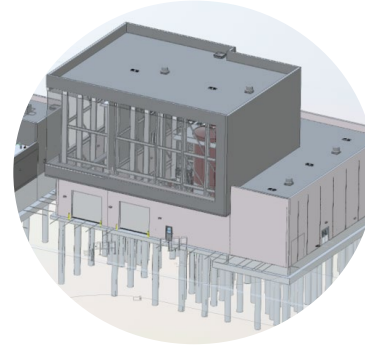


Biogas Sales

Plant-generated gas is captured and sold to help offset costs to communities.

The Biogas facility has nearly paid for itself already since operation began in 2020

(\$18M SRF Loans)



Future Revenues

Final design phase to remove phosphorus during treatment phase which will help system and provide another revenue source



Efficiency

Net Operating Costs (reflecting revenue offsets) have increased about 3.3% per fiscal year



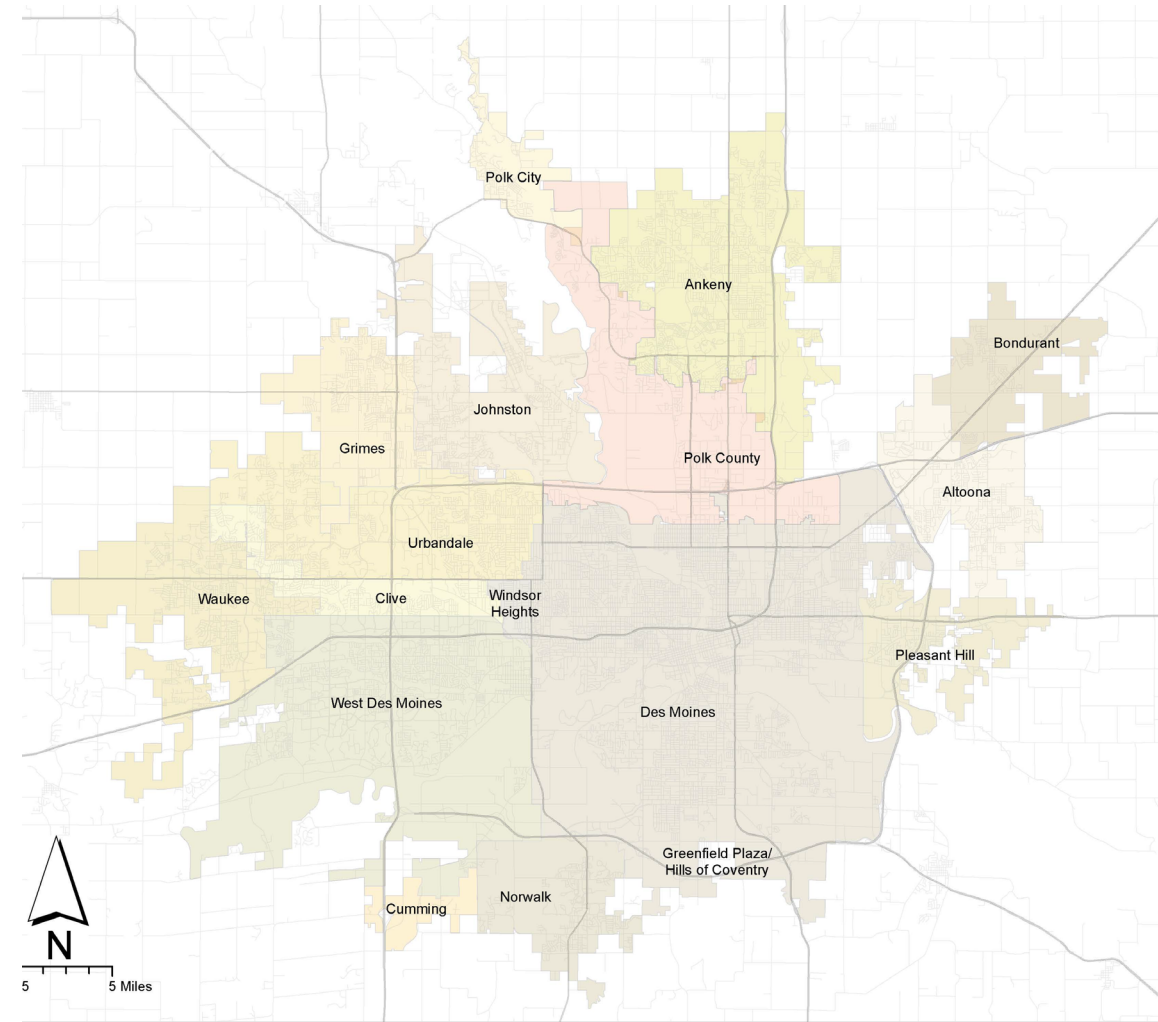
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WRA: Planning for the Future

WRA Organizational Assessment Committee

(appointed in March 2021)

- Paul Moritz - Ankeny
- Mike McCoy - Clive
- Frank Cownie and Linda Westergaard – Des Moines
- Sara Kurovski – Pleasant Hill
- Chelsea Huisman – Polk City
- E. J. Giovannetti – Polk County (**Co-Chair**)
- Joe Sassatelli – USSD
- Tim Moerman - Waukee
- Tom Hadden – West Des Moines
- Jody Smith – West Des Moines (**Co-Chair**)
- Ex-Officio:
 - Rick Malm – Committee Counsel; Dickinson Bradshaw
 - Eric Boehlert – Bond Counsel; Ahlers & Cooney
 - Matt Stoffel – Municipal Advisor; Public Finance Management (PFM)
- Valuable Assistance:
 - Scott Sanders and Jeff Lester – DSM City Manager and City Attorney
 - Scott Hutchens and James Beck – WRA Staff



WRA Service Area



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WRA: Planning for the Future

- Committee was tasked with:
 - Reviewing Second Amended Agreement
 - Make recommendations for Third Agreement
 - Review current Operating Contract
 - Make recommendations for replacement/renewed Operating Contract
- Work began in March 2021
- Early progress on DRAFT of Third Amended and Restated Agreement—progress slowed during negotiations for replacement Operating Contract
- Proposed Operating Contract scheduled for formal consideration at December 2025 WRA Board meeting
 - Proposed Operating Contract reflects expiration date of June 30, 2038, with any extension or renewal subject to Board's discretion
- Operating Contract is contingent on approval of Third Amended and Restated Agreement



WRA: Planning for the Future

Major Purposes of Third Amendment

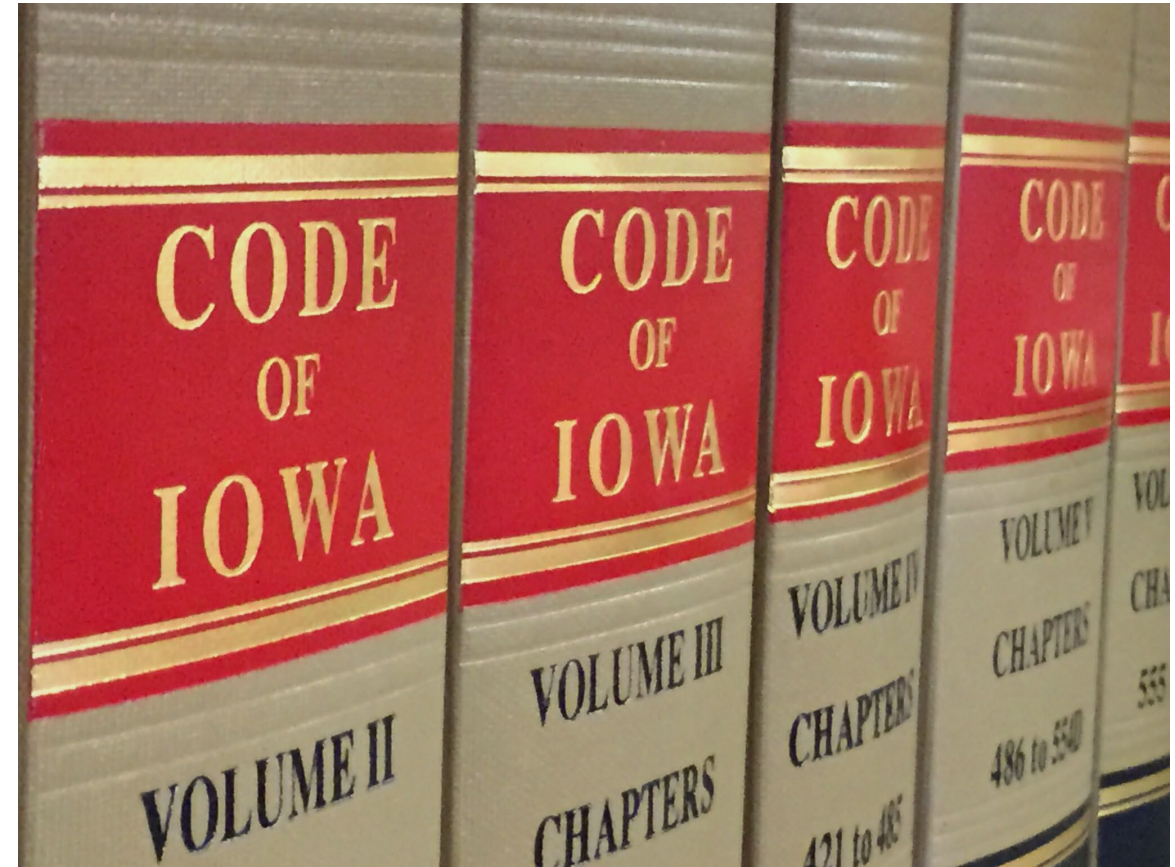
- Recognize WRA Board-approved long-range plan of projects for the WRA Treatment and Conveyance Systems reflecting approximately **\$1.21B in estimated project costs** and timelines
- To comply with **Iowa Code Chapter 28F**, identify projects and financing options
- Replace current outstanding debt limit of \$675M with **new outstanding debt limit of \$975M**
 - As of June 30, 2025: outstanding debt was **\$469M**
- Update the agreement based on 21 years of experience
 - Strengthen independence of WRA Director
 - Governance and Structural modifications



Changes in Third Agreement

Iowa Code Chapter 28F requires identifying funding sources for Capital Projects

- Extend projects from 2020s to 2040s
- Carry forward 2014 Agreement projects:
 - scheduled for 2025 to 2035
 - 6 projects; \$58M (2013 dollars)
- New WRF Treatment Projects (Core funded) through 2040s
 - 27 new projects @ \$913M (2024 dollars, some already in progress)
- New WRA Conveyance Projects (Core, Expansion, and Special funded) through 2040s
 - 19 new projects @ \$200M (2024 dollars, some already in progress)
- New “Special” funded category for several Conveyance projects through 2030s
 - 5 new projects @ \$38M (2024 dollars)



Changes in Third Agreement

Updates the Debt Limit

- Current: \$675M limit on outstanding debt
- Proposed: \$975M limit on outstanding debt
- Debt outstanding on June 30, 2025, was **\$469M**
- Cross-Check/Review Process
 - Public Finance Management (Matt Stoffel) has modeled debt issuance, for current and proposed projects, and he has shared multi-year forecasts with WRA Finance Committee/WRA Board and finance officials/administrators for nearly all WRA Members
 - **WRA Finance Committee** has reviewed the financial modeling and **has endorsed** the new outstanding debt limit of **\$975M**



Changes in Third Agreement

Governance

- Current agreement allows Members to designate a WRA Board Member (and Alternate) for 25,000 population
 - Could be a 32-member Board
 - “Informal agreements” Current WRA Board = 21 voting members
 - ✦ *Des Moines, Ankeny, West Des Moines Urbandale Sewer District and Waukee all could appoint additional Board members*
- Third Amendment would allow Members to designate a WRA Board Member (and Alternate) for 65,000 population – with limit of three per Member
 - Preserves current “informal” agreement status



Changes in Third Agreement

Governance (continued)

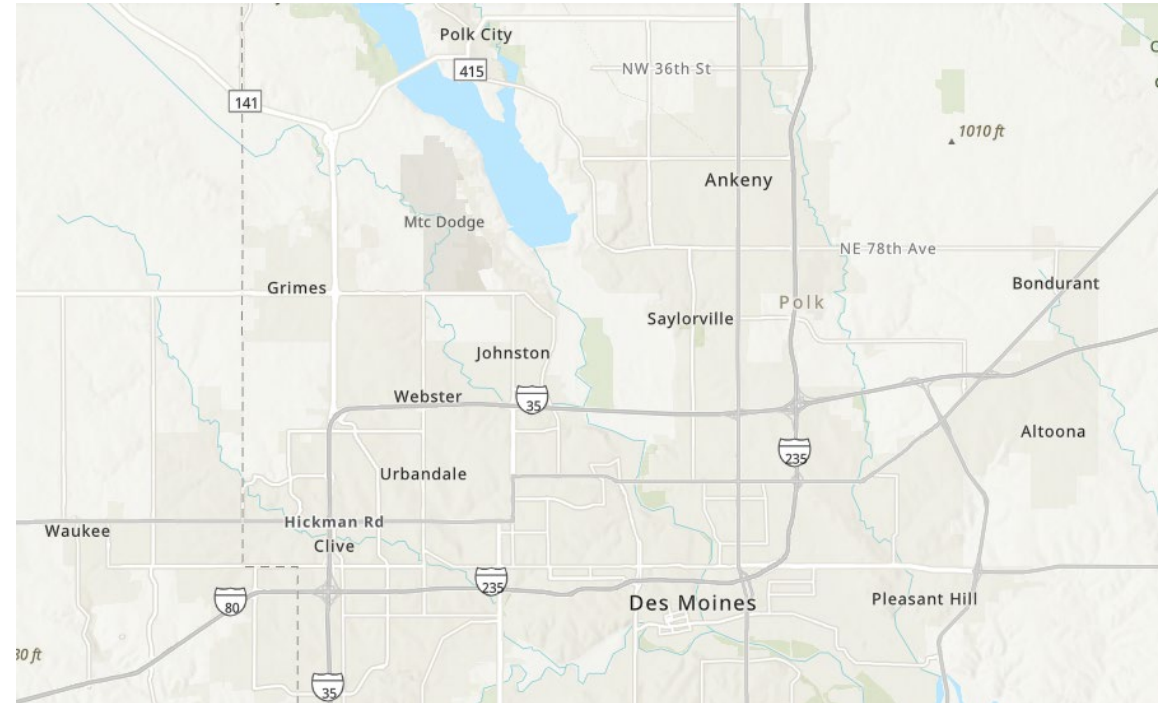
- **Weighted Voting**
 - Current Agreement allows weighted voting, based on population, on nearly every item before the Board
 - Third Amendment allows weighted voting, based on flow, with short listing of items (primarily ministerial actions) where weighted voting would not be allowed
- **Finance Committee**
 - Under the Original and Second Agreements the WRA Board has designated a Finance Committee with committee members being appointed by WRA Board
 - Third Amendment reflects Finance Committee as an additional “Standing Committee” with each Member entity tasked with appointing a Committee Member and Alternate



Changes in Third Agreement

WRA Membership

- Current agreement only partially differentiates members
 - Example: Warren County is a Member but does not “operate” a sanitary sewer system
- Third Amendment creates new “Associate Community” category
 - Warren County has advised intent to switch to new member category
 - ✦ *Provided all materials, Ex-Officio voting, no financial contribution*
 - Other cities and/or counties could join this category



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Changes in Third Agreement

WRA Director

- Status of WRA Director redefined and strengthened
 - WRA Board wants and needs unfettered advice and recommendations from WRA Director
 - With City of Des Moines serving as Operating Contractor the WRA Director, being a City of Des Moines employee, could find himself/herself in conflicting situations
 - ✦ Recognizes possibility and a “conflict resolution” process identified
- *A possible WRA Deputy Director position is authorized*



Changes in Third Agreement

Additional Changes

- Long-range planning (beyond Facility Planning)
- Enhanced provisions for Community/WRA coordination on Improvements
- Clarifications for WRA operations and cost allocations added
- Changes to reversion system -- including future transition to a flow-weighted based reversionary formula
- Coordinated with new and extended Operating Contract



Changes in Third Agreement

Housekeeping

- Preserves basic financial structure and budget process, with potential for governance by policy adoption and Board action
- Conforms language to existing budget, financial, and operational practices -- eases several unintended restrictions
- Broader statements of mission and powers added
- “Core” and “Expansion” categories retained and clarified --- New defined general category of “Special Projects” added
- Guidelines for “Special Projects” to specific communities based on special benefits, to include specific percentage allocations of costs to “Core” to all Participating Communities if three or more are benefited [25% if three are benefited, 50% if four, 100% if five or more]



WRA Third Agreement

An At Summary:

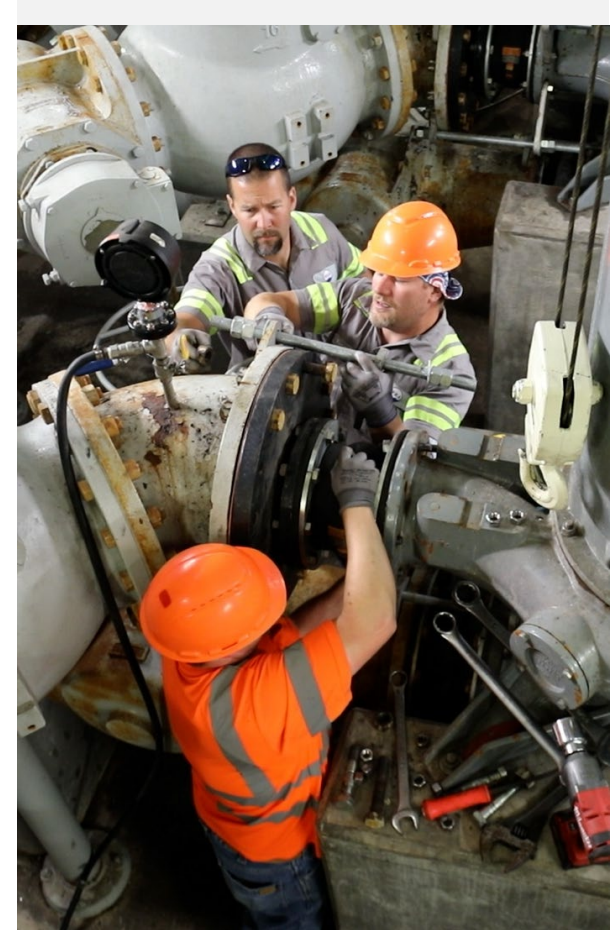
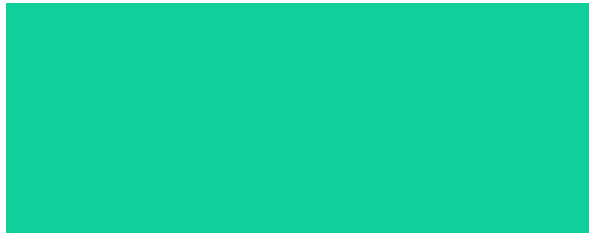
“The Third Amended Agreement introduces **broader participation mechanisms** (e.g., “Associate Communities”), more granular and **transparent** financial and governance structures, **expanded Board and committee roles**, new and **clearer policies** regarding asset and project classification, and **greater specificity in cost allocation**, surcharges, and dispute resolution.

It responds to the evolving needs for governance, transparency, flexibility, and regional cooperation **beyond what was delineated in the Second Amended Agreement**, which is now limited in scope and participation options, with fewer defined procedures and less flexibility for the Board to address new or unique operational/financial challenges.”





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Thank you!