



ANKENY CITY COUNCIL

Regular Meeting

Monday, December 4, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

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

ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the December 4, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the December 4, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-63 Proposed North Four Mile Creek Trunk Sewer - Phase 2 Project

Action# C1-1. Consider motion to close Public Hearing 2023-63.

2. PH 2023-64 Proposed Amendment to Telecommunications & Grounds Space Lease Agreement

Action# C2-1. Consider motion to close Public Hearing 2023-64.

3. PH 2023-65 Proposed Issuance of Not to Exceed \$11,295,000 Water Revenue Capital Loan Notes

Action# C3-1. Consider motion to close Public Hearing 2023-65.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of November 20, 2023, 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 7, 2023.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of October 19, 2023.

- **Licenses and Permits**

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

- **Finance/Budget**

CA - 5 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$53,900.00 with Snyder & Associates, Inc. for construction engineering and property acquisition services associated with the SE Delaware Avenue & SE 54th Street Traffic Signal.

CA - 6 Consider motion to approve Payment #1 in the amount of \$123,636.45 to Ace Pipe Cleaning, Inc., for construction services on the Southern Interceptor Inspection project.

CA - 7 Consider motion to approve Payment #31 in the amount of \$2,766.00 to FOX

Strand, for engineering services on the Ankeny ASR project.

- CA - 8** Consider motion to approve Payment #7 in the amount of \$17,500.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 9** Consider motion to approve Payment #12 in the amount of \$26,000.65 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
- CA - 10** Consider motion to approve Payment #7 in the amount of \$4,823.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
- CA - 11** Consider motion to approve Payment #2 in the amount of \$15,053.50 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.
- CA - 12** Consider motion to approve Payment #16 in the amount of \$43,223.44 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 13** Consider motion to approve Payment #31 in the amount of \$997.50 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 14** Consider motion to approve Payment #33 in the amount of \$8,492.66 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 15** Consider motion to approve Payment #2 in the amount of \$40,757.61 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 16** Consider motion to approve Payment #32 in the amount of \$51,000.00 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 17** Consider motion to approve Payment #28 in the amount of \$26,456.79 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 18** Consider motion to approve Payment #6 in the amount of \$5,541.66 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
- CA - 19** Consider motion to approve Payment #7 in the amount of \$3,304.81 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 20** Consider motion to approve Payment #8 in the amount of \$13,585.92 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 21** Consider motion to approve Payment #7 in the amount of \$35,944.74 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 22** Consider motion to approve the December 4, 2023 Accounts Payable.

- **Personnel Items - none**
- **Community Development Items - none**

- **Engineering Items**

- CA - 23** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Reserve at The Grove Plat 1.
- CA - 24** Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Reserve at The Grove Plat 1.
- CA - 25** Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep. in Reserve at The Grove Plat 1.
- CA - 26** Consider motion to adopt **RESOLUTION** accepting public improvements in 36th Street Centre Plat 1 for sanitary sewer and water main.
- CA - 27** Consider motion to adopt **RESOLUTION** accepting public improvements in 36th Street Centre Plat 1 for paving & subgrade.

- **Capital Improvement Projects**

- CA - 28** **SW State Street Reconstruction - Southbound Lanes:** Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$28,170.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Alliance Construction Group, LLC in the amount of \$1,379,423.05; and d) Final Payment #4 in the amount of \$59,147.00 / Release of Retainage in the amount of \$68,971.15.
- CA - 29** **SE Quadrant Fiber Optic Upgrade:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Electric Conduit Construction Company in the amount of \$81,508.16; and c) Retainage Payment in the amount of \$825.41.

- **Administrative Items**

- CA - 30** Consider motion to adopt **RESOLUTION** approving a 28E Agreement between the City of Ankeny and the Iowa Department of Revenue ("IDR") for a tobacco, Alternative Nicotine and Vapor Product Enforcement Program in the City of Ankeny.
- CA - 31** Consider motion to adopt **RESOLUTION** setting a time and place for a public hearing on the proposed 2024-2028 Capital Improvement Program (date of hrg: 12/18/23 @ 5:30 p.m.).

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-31

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-31.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Mayor's annual appointments of council and staff to serve on various committees and boards for 2024.

Action# H1-1. Consider motion to adopt RESOLUTION appointing council and staff to serve on various committees and boards for 2024.

Action# H1-2.

Consider motion to adopt RESOLUTION appointing a member and alternate member to the Polk County 911 Service Board.

Action# H1-3.

Consider motion to adopt RESOLUTION appointing representatives to the Des Moines Area MPO Committees.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed North Four Mile Creek Trunk Sewer - Phase 2 (PH 2023-63)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$1,932,905.00; 2) receive and file report of bids received November 28, 2023; 3) adopt RESOLUTION making award of construction contract with Rognes Corporation in the amount of \$2,076,232.00; and 4) adopt RESOLUTION approving contract and bonds with Rognes Corporation in the amount of \$2,076,232.00.

2. Proposed Amendment to Telecommunications & Grounds Space Lease Agreement (PH 2023-64)

Action# J2-1. Consider motion to adopt RESOLUTION approving Amendment to Telecommunications & Grounds Space Lease by the City of Ankeny and Cell Tower Lease Amendment with NCWPCS MPL 30 - Year Sites Tower Holding LLC, by and through CCATT LLC.

3. Proposed Issuance of Not to Exceed \$11,295,000 Water Revenue Capital Loan Notes (PH 2023-65)

Action# J3-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$11,295,000 Water Revenue Capital Loan Notes.

Action# J3-2. 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

Council Member Bentz

Council Member Perry

Council Member Ruddy

Council Member Shafer

Council Member Stearns

- **Future Council Agenda Items:**

- ***Public Hearing - 2024 PCC Reconstruction - NW Ash Drive - 12/18/23 @ 5:30 p.m.***
- ***Public Hearing - 2024-2028 Capital Improvement Program - 12/18/23 @ 5:30 p.m.***
- ***Council Action Planning Session - 12/18/23 @ 5:30 p.m.***
- ***Regular City Council Meeting - 1/2/24 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtNvHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the December 4, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the December 4, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-63: Proposed North Four Mile Creek Trunk Sewer - Phase 2 Project

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer - Phase 2 project will extend a 30-inch diameter sanitary sewer north along N. Ankeny Blvd. for approximately 1250 lineal feet and then continue north with an 18-inch diameter sanitary sewer for another 700 lineal feet to the end of the project.

The construction improvements include the installation of approximately 700 lineal feet of 18-inch sanitary sewer, 1250 lineal feet of 30-inch sanitary sewer with trenchless methods, 5 sanitary sewer manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 28, 2023. Six (6) bids were received as follows:

1. Rognes Corporation \$2,076,232.00
2. Minger Construction Co., Inc. \$2,161,725.00
3. Iowa Trenchless \$2,484,840.00
4. S.J. Louis Construction, Inc. \$2,524,500.00
5. JET Drain Service, LLC \$2,536,820.00
6. J&K Contracting, LLC \$3,419,979.00

The Engineer's Estimate for the project was \$1,932,905.00. The bids ranged from approximately 7% above to 80% above the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Rognes Corporation has completed other projects within the City of Ankeny with the most recent project being the Otter Creek Trunk Sewer Phase 3 project. They have the experience to complete this project.

With Council approval, the late start date is no later than April 15, 2024, and the contractor will have 110 working days to complete the project. It is staff's recommendation to award the project to Rognes Corporation.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$1,932,905.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer - Phase 2 Project.
3. Receive and file the report of bids received on November 28, 2023.
4. Approve Resolution, making award of construction contract to Rognes Corporation of Ankeny, Iowa.
5. Approve Resolution, approving contract and bonds with Rognes Corporation in the amount of \$2,076,232.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 6, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as November 28, 2023, and setting the public hearing date as December 4, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-63.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 RES - plans, specs
 Bid Sheet
 Bid Tabulation
 RES - making award
 RES - approving contract
 Project Location Map
 Contract



PUBLIC HEARING 2023-63

5:30 P.M.

DECEMBER 4, 2023

PROPOSED NORTH FOUR MILE CREEK TRUNK SEWER – PHASE 2

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer – Phase 2 project. Notice of this hearing was published in the Des Moines Register on the 17th day of November, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2023-63.

Mayor announces that further consideration and action on this item will take place under “New Business”, Agenda Item “J” later in the meeting.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

WHEREAS, on the 6th day of November, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2; and

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

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

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

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

NOVEMBER 28, 2023

NORTH FOUR MILE CREEK TRUNK SEWER – PHASE 2

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer – Phase 2 project in accordance with the Plans and Specifications prepared by Foth Infrastructure and Environment, LLC.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 1,932,905⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	J&K Contracting LLC 10703 Justin Dr Urbandale IA 50322	<u>3,419,979⁰⁰</u>	_____
2) ✓	Minger Construction Co. Inc 620 Corporate Dr Jordan MN 55352	<u>2,161,725⁰⁰</u>	_____
3) ✓	Rognes Corp 1609 N Ankeny Blvd Ste 210 Ankeny IA 50023	<u>2,076,232⁰⁰</u>	_____
4) ✓	JET Drain Service LLC 1608 Crestwood Circle Ames IA 50010	<u>2,536,820⁰⁰</u>	_____
5) ✓	Jawa Trenchless 222 SE 12th St Panora IA 50216	<u>2,484,840⁰⁰</u>	_____
6) ✓	S.J. Louis Construction Inc 1351 Broadway Street W Rockville MN 56369	<u>2,524,500⁰⁰</u>	_____

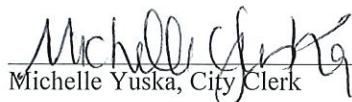
*Apparent Low Bidder

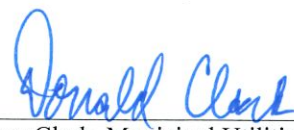
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of December 4, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Sanitary Sewer Phase 2



Foth Project Number: 0023A020.00

Bid Date: Tuesday, November 28, 2023 at 10:30 am				Engineer's Opinion of Cost		Rognes Corp Ankeny, IA		Minger Construction Co, Inc Jordan, MN		Iowa Trenchless, LC Panora, IA		
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	1.0	\$ 15,000.00	\$ 15,000.00	\$ 1.00	\$ 1.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00
DIVISION 4 - SEWERS AND DRAINS												
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$ 450.00	\$ 39,600.00	\$ 275.00	\$ 24,200.00	\$ 875.00	\$ 77,000.00	\$ 350.00	\$ 30,800.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$ 650.00	\$ 73,450.00	\$ 425.00	\$ 48,025.00	\$ 1,025.00	\$ 115,825.00	\$ 625.00	\$ 70,625.00
4.3	4010-A-2118	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$ 800.00	\$ 489,600.00	\$ 988.00	\$ 604,656.00	\$ 875.00	\$ 535,500.00	\$ 725.00	\$ 443,700.00
4.4	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,130	\$ 950.00	\$ 1,073,500.00	\$ 1,125.00	\$ 1,271,250.00	\$ 1,025.00	\$ 1,158,250.00	\$ 1,000.00	\$ 1,130,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER												
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	\$ 13,000.00	\$ 39,000.00	\$ 5,500.00	\$ 16,500.00	\$ 14,000.00	\$ 42,000.00	\$ 115,000.00	\$ 345,000.00
6.2	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 25,000.00	\$ 50,000.00	\$ 18,000.00	\$ 36,000.00	\$ 120,000.00	\$ 240,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$ 3,000.00	\$ 10,800.00	\$ 1,050.00	\$ 3,780.00	\$ 825.00	\$ 2,970.00	\$ 2,250.00	\$ 8,100.00
9.2	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$ 800.00	\$ 2,880.00	\$ 250.00	\$ 900.00	\$ 425.00	\$ 1,530.00	\$ 1,250.00	\$ 4,500.00
9.3	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$ 3,000.00	\$ 21,600.00	\$ 3,100.00	\$ 22,320.00	\$ 3,100.00	\$ 22,320.00	\$ 5,250.00	\$ 37,800.00
9.4	9040-N-1000	SILT FENCE, INSTALLATION	LF	2,300	\$ 3.00	\$ 6,900.00	\$ 1.75	\$ 4,025.00	\$ 1.85	\$ 4,255.00	\$ 2.90	\$ 6,670.00
9.5	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	2,300	\$ 0.25	\$ 575.00	\$ 0.25	\$ 575.00	\$ 0.25	\$ 575.00	\$ 1.15	\$ 2,645.00
DIVISION 11 - MISCELLANEOUS												
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 12,500.00	\$ 12,500.00	\$ 145,000.00	\$ 145,000.00	\$ 115,000.00	\$ 115,000.00
TOTAL BASE BID (Items 2.1 to 11.1)					\$ 1,932,905.00		\$ 2,076,232.00		\$ 2,161,725.00		\$ 2,484,840.00	
			Bid Bond/Check				x		x		x	
			Corrected									

I hereby certify that this is a true and correct tabulation of bids received
on November 28, 2023 for the North Four Mile Creek Sanitary Sewer Phase 2.
City of Ankeny , Iowa - Tuesday, November 28, 2023

11/29/2023

Blair A. Spotts, P.E. License No. 26397 Date



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Sanitary Sewer Phase 2



Foth Project Number: 0023A020.00

Bid Date: Tuesday, November 28, 2023 at 10:30 am					Engineer's Opinion of Cost		S.J. Louis Construction, Inc Rockville, MN		JET Drain Service, LLC Ames, IA		J&K Contracting, LLC Urbandale, IA	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	1.0	\$ 15,000.00	\$ 15,000.00	\$ 575.00	\$ 575.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00
DIVISION 4 - SEWERS AND DRAINS												
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$ 450.00	\$ 39,600.00	\$ 425.00	\$ 37,400.00	\$ 400.00	\$ 35,200.00	\$ 188.00	\$ 16,544.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$ 650.00	\$ 73,450.00	\$ 750.00	\$ 84,750.00	\$ 650.00	\$ 73,450.00	\$ 300.00	\$ 33,900.00
4.3	4010-A-2118	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$ 800.00	\$ 489,600.00	\$ 1,100.00	\$ 673,200.00	\$ 900.00	\$ 550,800.00	\$ 1,260.00	\$ 771,120.00
4.4	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,130	\$ 950.00	\$ 1,073,500.00	\$ 1,275.00	\$ 1,440,750.00	\$ 1,200.00	\$ 1,356,000.00	\$ 1,950.00	\$ 2,203,500.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER												
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	\$ 13,000.00	\$ 39,000.00	\$ 19,000.00	\$ 57,000.00	\$ 30,000.00	\$ 90,000.00	\$ 13,000.00	\$ 39,000.00
6.2	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 26,000.00	\$ 52,000.00	\$ 35,000.00	\$ 70,000.00	\$ 15,000.00	\$ 30,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,000.00	\$ 28,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,500.00	\$ 17,500.00
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$ 3,000.00	\$ 10,800.00	\$ 1,400.00	\$ 5,040.00	\$ 1,200.00	\$ 4,320.00	\$ 2,000.00	\$ 7,200.00
9.2	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$ 800.00	\$ 2,880.00	\$ 535.00	\$ 1,926.00	\$ 350.00	\$ 1,260.00	\$ 1,650.00	\$ 5,940.00
9.3	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$ 3,000.00	\$ 21,600.00	\$ 3,600.00	\$ 25,920.00	\$ 3,200.00	\$ 23,040.00	\$ 3,000.00	\$ 21,600.00
9.4	9040-N-1000	SILT FENCE, INSTALLATION	LF	2,300	\$ 3.00	\$ 6,900.00	\$ 2.00	\$ 4,600.00	\$ 2.00	\$ 4,600.00	\$ 2.00	\$ 4,600.00
9.5	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	2,300	\$ 0.25	\$ 575.00	\$ 0.50	\$ 1,150.00	\$ 0.50	\$ 1,150.00	\$ 0.25	\$ 575.00
DIVISION 11 - MISCELLANEOUS												
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 112,189.00	\$ 112,189.00	\$ 300,000.00	\$ 300,000.00	\$ 266,000.00	\$ 266,000.00
TOTAL BASE BID (Items 2.1 to 11.1)					\$ 1,932,905.00		\$ 2,524,500.00		\$ 2,536,820.00		\$ 3,419,979.00	
			Bid Bond/Check				x		x		x	
			Corrected									

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK
SEWER - PHASE 2

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2, described in the plans and specifications heretofore adopted by this Council on December 4, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Rognes Corporation** of **Ankeny, Iowa**

Amount of bid: **\$2,076,232.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE NORTH FOUR MILE CREEK TRUNK
SEWER - PHASE 2

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Rognes Corporation** of **Ankeny, Iowa**

Amount of bid: **\$2,076,232.00**

Bond surety: _____

Date of bond: _____

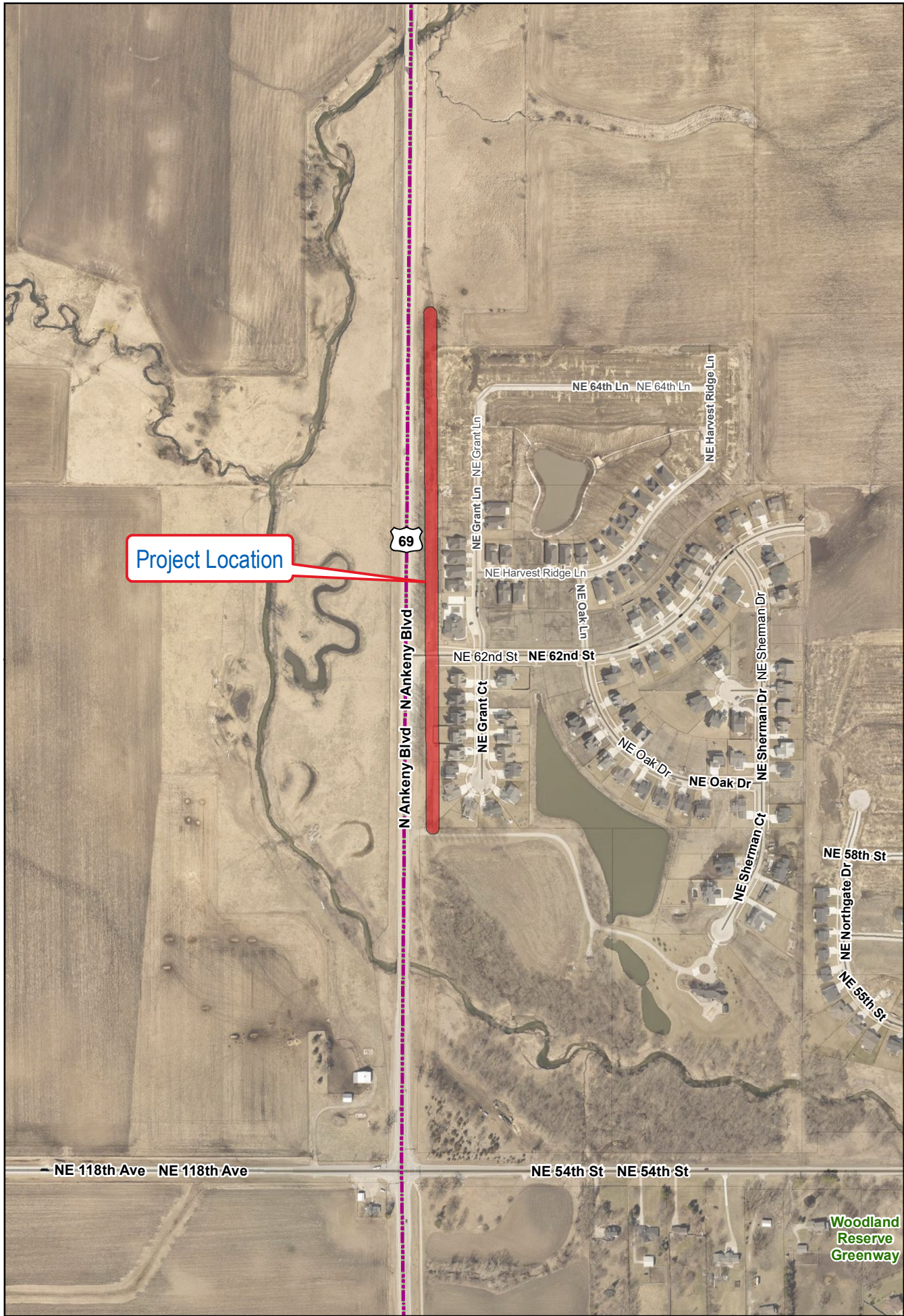
Portion of project: **All construction work**

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk



North Four Mile Creek Trunk Sewer - Phase 2

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 30 day of November, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Rognes Corporation**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

The North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 700 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 700 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Million Seventy-Six Thousand Two Hundred Thirty-Two DOLLARS (\$ 2,076,232.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project in **one hundred ten (110) working days**. Full completion for the overall project shall be defined as all work including utility construction, surface restoration, punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By _____
Mark E. Holm, Mayor

(Seal)

ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR:

Rognes Corporation

By _____
Contractor

Signature

Vice-President

Title

1609 N Ankeny Blvd Ste 210

Street Address

Ankeny, IA 50023

City, State, Zip Code

(515) 965-0030

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 00929-60 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

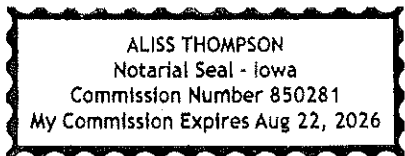
NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 30 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cody Rognes and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Cody Rognes and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Aliss Thompson
Notary Public in and for the State of Iowa
My commission expires 8-09, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.1	CLEARING AND GRUBBING	ACRE	1	\$1.00	\$1.00
	SEWERS AND DRAINS				
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$275.00	\$24,200.00
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$425.00	\$48,025.00
4.3	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$988.00	\$604,656.00
4.4	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1130	\$1,125.00	\$1,271,250.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	5,500.00	\$16,500.00
6.2	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	25,000.00	\$50,000.00
	TRAFFIC				
8.1	TRAFFIC CONTROL	LS	1	\$17,500.00	\$17,500.00
	SITE WORK & LANDSCAPING				
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$1,050.00	\$3,780.00
9.2	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$250.00	\$900.00
9.3	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$3,100.00	\$22,320.00
9.4	SILT FENCE, INSTALLATION	LF	2300	\$1.75	\$4,025.00
9.5	SILT FENCE, REMOVAL OF DEVICE	LF	2300	\$0.25	\$575.00
	MISCELLANEOUS				
11.1	MOBILIZATION	LS	1	\$12,500.00	\$12,500.00

TOTAL AMOUNT BASE BID =**\$2,076,232.00**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Rognes Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Selective Insurance Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Seventy-Six Thousand Two Hundred Thirty-Two DOLLARS (\$2,076,232.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 30 day of November, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

The North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 730 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 730 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 30 day of November, 2023.

PRINCIPAL:

Rognes Corporation

Contractor

By

Signature

Vice President

Title

SURETY:

Selective Insurance Company of America

Surety Company

By

Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

50062

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **MICHAEL L. GRUENEWALD, CINDY BENNETT, JOHN CORD, ANNE CROWNER, BRIAN DEIMERLY, JAY FREIERMUTH, CRAIG HANSEN, SARA HUSTON, TIM MCCULLOH, GRACE RASMUSSEN, SETH ROOKER, KATE ZANDER**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO ONE BOND TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00)**

Signed this 6 day of JULY, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

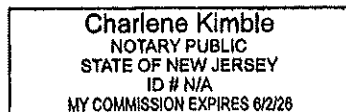


STATE OF NEW JERSEY :

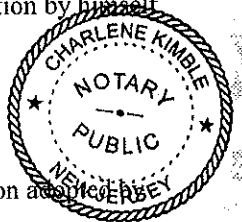
:ss. Branchville

COUNTY OF SUSSEX :

On this 6 day of JULY, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

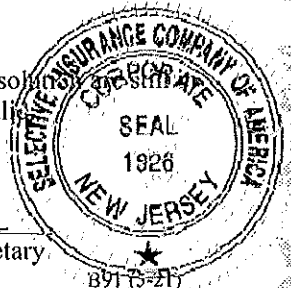
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 30 day of November, 2023.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



The power is void unless the Selective watermark appears.

CERTIFIED COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com FAX (A/C, No): 515-453-9357		
INSURED Rognes Corp 1609 North Ankeny Boulevard, Ste 210 Ankeny IA 50023		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Amerisure Insurance Company		19488
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 618948879

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		CPP 21195770001	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CA 21195760001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 0 ☒ OCCUR ☐ CLAIMS-MADE	Y		CU 21195780002	1/1/2023	1/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 21195790001	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: North Four Mile Creek Trunk Sewer-Phase 2

City of Ankeny and Foth Infrastructure & Environment, LLC are Additional Insured - Owners, Lessees or Contractors - Including Products-Completed Operations on a primary and non-contributory basis when required in a written contract or agreement with respects to the General Liability policy per form CG7048 (10/15)

City of Ankeny and Foth Infrastructure & Environment, LLC Additional Insured when required in a written contract, agreement or permit with respects to the Auto Liability policy per form CA7115 (11/09)
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 W 1st Street
Ankeny IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Rognes Corp 1609 North Ankeny Boulevard, Ste 210 Ankeny IA 50023
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella policy is follow form over the General Liability, Auto Liability and Workers Compensation policy subject to policy exclusions per form CU0001 (04/13)

Additionally Insured:
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-64: Proposed Amendment to Telecommunications & Grounds Space Lease Agreement

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution for an Amendment to the Telecommunications & Ground Space Lease between the City and CCATT ("Crown Castle"). This requires holding a public hearing date on the amendment.

The City and Crown Castle are parties to an existing lease agreement for the large stealth monopole cell tower located in the Prairie Ridge Park. The agreement was originally approved with AT&T in 2002, however Crown Castle acquired portions of AT&T's tower portfolio, including this site and the lease agreement was assigned to them, or their successor (NCWPCS MPL 30 - Year Sites Tower Holding LLC, by and through CCATT LLC). Crown Castle has expressed interest in extending the existing contract with the City that would otherwise expire in 2027. The extension is requested now to help facilitate long term investment by Crown Castle and potential co-locator entities. The deal points of the proposed lease amendment are summarized below:

- *City grants Crown four additional 5-year renewal terms to extend the final lease expiration date*

to March 2047;

- *Beginning March 1, 2024, convert the annual rent escalator from higher of CPI or 4%, to 4%;*
- *Crown to provide the City \$15,000 signing bonus within 60 days of full execution of lease amendment;*
- *City consents to Crown's subleasing to T-Mobile and Crown agrees to pay \$6,000/annually for T-Mobile's colocation upon commencement of construction (revenue share);*
- *T-Mobile revenue share will escalate at 4% annually on the anniversary of its construction date;*
- *T-Mobile revenue share will cease if T-Mobile removes their equipment from the tower;*
- *Modify colocation/revenue share language in lease to state that the new revenue share amount will be \$6,000/annually in year 1 of the amendment and escalate at 4% annually –regardless of when the next future co-locator installs; and*
- *Crown receives a right of first offer to match any offer received by the City to buyout the lease.*

A public hearing on this amendment to the lease agreement between the parties is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: No

Approval of this item impacts revenue received monthly and annually from Crown Castle. If the contract is fulfilled in its entirety, the lease could generate approximately \$625,000 over 20 years in base rent, plus additional revenue from co-located entities.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Hold a hearing on the proposed Amendment to Telecommunications & Ground Space Lease between the City of Ankeny and CCWPCS MPL 30 - Year Sites Tower Holdings LLC and CCATT LLC; and
2. Approve Resolution, approving the Amendment to Telecommunications & Ground Space Lease between the City of Ankeny and CCWPCS MPL 30 - Year Sites Tower Holdings LLC and CCATT LLC.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolutions: #2001-302; #2003-423; #2013-385

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on November 24, 2023

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-64.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Amended Agreement
 Original Lease Agreement



PUBLIC HEARING 2023-64

5:30 P.M.

DECEMBER 4, 2023

**PROPOSED AMENDMENT TO TELECOMMUNICATIONS & GROUNDS SPACE LEASE
BY THE CITY OF ANKENY AND CELL TOWER LEASE AMENDMENT BY AND THROUGH
CCATT LLC**

Mayor:

This is the time and place for the public hearing on the approval of an amendment to Telecommunications & Ground Space Lease by the City of Ankeny and Cell Tower Lease Amendment by and through CCATT LLC.

Notice of this hearing was published in the Des Moines Register on the 24th day of November, 2023.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Mike Schrock, Assistant City Manager, provide a report to the Council on this proposed Amendment."

After Staff Report:

Mayor:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2023-64.

Mayor:

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT TO
TELECOMMUNICATIONS & GROUND SPACE LEASE AGREEMENT
BETWEEN THE CITY OF ANKENY AND CCATT LLC**

WHEREAS, the City of Ankeny and Telecorp Realty, L.L.C. entered into a Telecommunications & Ground Space Lease Agreement (“Agreement”) dated February 4, 2002 for property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress and egress and utilities, generally located at the Prairie Ridge Sports Complex, legally described as:

Owned Premises. Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa;

Leased Area. Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Access Easement. A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: -Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Future Access Easement. A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Telephone Easement. An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81 ° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

WHEREAS, NCWPCS MPL 30-Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, desire to amend the Agreement by execution of the Amendment to Telecommunications & Grounds Space Lease (the "Amendment"); and

WHEREAS, after due notice and hearing as provided by law, the City Council of the City of Ankeny has deemed it reasonable and appropriate to approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the First Amendment to Interim Tower Lease Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and that the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute, attest, seal, and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such

officers, and that from and after the execution and delivery of the Amendment, the Mayor and City Clerk 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 Amendment as executed.

PASSED AND APPROVED, the ____ day of _____ 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE

THIS AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE (this "Amendment") is by and between City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee") effective as of October __, 2023 ("Effective Date").

Whereas, Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., are parties to that certain Telecommunications & Ground Space Lease dated February 4, 2002 (as amended, the "Ground Lease"), pursuant to which Lessor has leased to Lessee a portion of Lessor's property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress/egress and utilities, all as more particularly set forth in the Lease (the "Leased Premises"), on which Lessee has installed and operates a cellular radio-telephone communications antennae facility and related equipment and facilities (the "Wireless Telecommunication Facility"); and

Whereas, Lessee intends to enter into a sublease (the "T-Mobile Sublease") with T-Mobile Central LLC ("T-Mobile") permitting T-Mobile to locate and operate its equipment on the Wireless Telecommunication Facility;

Whereas, the duration of the Ground Lease was for an initial term of ten (10) years, with three (3) options for Lessee to renew the Ground Lease for five (5) years each.

Whereas, Lessor and Lessee desire to amend the Ground Lease with respect to the T-Mobile Sublease and to add additional renewal options upon the terms and conditions hereinafter set forth.

Now, Therefore, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Definitions.

(a) "Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

(b) "Lessor's Notice Address" means 410 West 1st Street, Ankeny, IA 50021.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

2. Term. In addition to the three (3) five (5) year renewal options set forth in the Ground Lease, Lessor hereby grants Lessee the option to renew the Ground Lease for four (4) additional terms of five (5) years each, which options shall be exercised as provided in the Ground Lease.

3. Base Rent. Section 3.1(c) of the Ground Lease is deleted in its entirety and replaced with

the following:

“The Base Rent shall increase annually commencing on March 1, 2024 by an amount equal to the Base Rent payable during the immediately preceding month multiplied by four (4.00%) percent.”

4. **Signing Bonus.** Lessee shall pay Lessor the amount of Fifteen Thousand Dollars (\$15,000) (“Signing Bonus”) within sixty (60) days of Lessee’s execution of this Amendment.
5. **T-Mobile Sublease.** Lessee hereby consents to the T-Mobile Sublease in accordance with Section 3.2.a. of the Ground Lease.
6. **Co-Location and Co-Location Rent.** With respect to co-locations occurring after the Effective Date, Lessee shall pay additional rent (“Co-Location Rent”) in the amount of Six Thousand Dollars (\$6,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. Said payments shall be made to Lessor on the first day of the first full calendar month following the commencement of construction activities on the Leased Premises or the commencement of equipment installation on the Wireless Telecommunication Facility by such carrier and on each anniversary of such date. The Co-Location Rent shall be payable as Base Rent. The amount of Co-Location Rent payable by Lessee shall increase by four percent (4.00%) annually on each anniversary of the Effective Date. For purposes of clarifying the immediately foregoing provision, if Lessee enters into an approved co-location during the period between the Effective Date and the first anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,000 per year. If Lessee enters into an approved co-location during the period between the first anniversary of the Effective Date and the second anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,240 per year, and so on. After the first year of Co-Location Rent, that Rent shall increase annually by an amount equal to the Co-Location Rent payable during the immediately preceding year multiplied by four (4.00%) percent. Lessee’s obligation to pay Co-Location Rent with respect to each co-locator shall terminate in the event the co-locator removes its equipment and facilities from the Leased Premises and/or Wireless Telecommunication Facility.

The parties acknowledge and agree that the T-Mobile Sublease shall be subject to the foregoing terms and conditions with respect to Co-Location Rent.

7. **Right of First Refusal.** If, during the Lease Term, Extended Terms, or Additional Extended Terms, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for all or any portion of Lessor’s interest in the Ground Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing), Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions

as in Lessor's Notice, Lessor's interest in the Ground Lease. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the interests described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Amendment shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

8. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be

legally bound hereby, have executed this Amendment as of the day and year first written above.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By:  _____
Name: Matthew Norwood
Title: Dir Nat'l RE Ops

(Space above this line reserved for Recorder)

This instrument prepared by:

Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113
Attn: Justin J. Eddy, Esq.
216-696-5676

Return to:

Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: _____

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease (this "Memorandum") is made and entered into as of _____, 2023 by and between the City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with reference to the following facts:

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Polk County, Iowa,

The parties have agreed as follows:

1. Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., have entered into that certain Telecommunications & Ground Space Lease dated February 4, 2002 (the "Lease"), a memorandum of which is recorded as Instrument No. 080312 in Book 9095, Page 143 of Polk County, Iowa Official Records, relating to a portion ("Leased Premises") of that certain real property located in the City of Ankeny, County of Polk, State of Iowa ("Property"). The Leased Premises and the Property are more particularly described in Exhibit "A" attached hereto. The Lease includes easements for ingress, egress and utilities all as more particularly described in Exhibit "A".

2. Lessor and Lessee have entered into that certain Amendment to Telecommunications & Ground Space Lease dated _____, 2023 (the "Amendment"), pursuant to which Lessor has granted Lessee (i) an additional four (4) five (5)-year renewal options (the "Additional Renewal Options"), which additional options are in addition to the three (3) five (5)-year renewal options originally granted pursuant to the Lease, to be exercised as provided in the Lease; and (ii) a right of first refusal with respect to the acquisition of Lessor's interest in the Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing) (the "ROFR").
3. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

The City of Ankeny

By: _____

Name: Mark E. Holm

Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By: _____

Name: Matthew Norwood

Title: Dir Nat'l RE Ops

STATE OF IOWA)
) ss:
COUNTY OF _____)

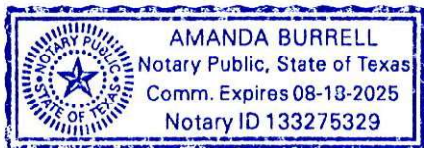
On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Mark E. Holm and Michelle Yuska, personally known to me, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the foregoing instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the ___ day of _____, 2023; and that Mark E. Holm and Michelle Yuska, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires: _____

STATE/Commonwealth of Texas)
) ss:
COUNTY OF Harris)

On this 16 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Matthew Norwood, personally known to me, who, being by me duly sworn, did say that they are the Dir. Nat'l RE OPS of the CCATT LLC, a Delaware limited liability company, attorney in fact for NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.



Amanda Burrell
Notary Public in and for the State of ~~Iowa~~
Texas

EXHIBIT A

Description of Parent Parcel:

Part of Lot 1 Prairie Ridge Park, Plat 1, City of Ankeny, Polk County, Iowa.

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 15" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet);

[continued]

Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Description of Telephone Easement

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet); Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE

THIS AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE (this "Amendment") is by and between City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee") effective as of October __, 2023 ("Effective Date").

Whereas, Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., are parties to that certain Telecommunications & Ground Space Lease dated February 4, 2002 (as amended, the "Ground Lease"), pursuant to which Lessor has leased to Lessee a portion of Lessor's property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress/egress and utilities, all as more particularly set forth in the Lease (the "Leased Premises"), on which Lessee has installed and operates a cellular radio-telephone communications antennae facility and related equipment and facilities (the "Wireless Telecommunication Facility"); and

Whereas, Lessee intends to enter into a sublease (the "T-Mobile Sublease") with T-Mobile Central LLC ("T-Mobile") permitting T-Mobile to locate and operate its equipment on the Wireless Telecommunication Facility;

Whereas, the duration of the Ground Lease was for an initial term of ten (10) years, with three (3) options for Lessee to renew the Ground Lease for five (5) years each.

Whereas, Lessor and Lessee desire to amend the Ground Lease with respect to the T-Mobile Sublease and to add additional renewal options upon the terms and conditions hereinafter set forth.

Now, Therefore, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Definitions.

(a) "Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

(b) "Lessor's Notice Address" means 410 West 1st Street, Ankeny, IA 50021.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

2. Term. In addition to the three (3) five (5) year renewal options set forth in the Ground Lease, Lessor hereby grants Lessee the option to renew the Ground Lease for four (4) additional terms of five (5) years each, which options shall be exercised as provided in the Ground Lease.

3. Base Rent. Section 3.1(c) of the Ground Lease is deleted in its entirety and replaced with

the following:

“The Base Rent shall increase annually commencing on March 1, 2024 by an amount equal to the Base Rent payable during the immediately preceding month multiplied by four (4.00%) percent.”

4. **Signing Bonus.** Lessee shall pay Lessor the amount of Fifteen Thousand Dollars (\$15,000) (“Signing Bonus”) within sixty (60) days of Lessee’s execution of this Amendment.
5. **T-Mobile Sublease.** Lessee hereby consents to the T-Mobile Sublease in accordance with Section 3.2.a. of the Ground Lease.
6. **Co-Location and Co-Location Rent.** With respect to co-locations occurring after the Effective Date, Lessee shall pay additional rent (“Co-Location Rent”) in the amount of Six Thousand Dollars (\$6,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. Said payments shall be made to Lessor on the first day of the first full calendar month following the commencement of construction activities on the Leased Premises or the commencement of equipment installation on the Wireless Telecommunication Facility by such carrier and on each anniversary of such date. The Co-Location Rent shall be payable as Base Rent. The amount of Co-Location Rent payable by Lessee shall increase by four percent (4.00%) annually on each anniversary of the Effective Date. For purposes of clarifying the immediately foregoing provision, if Lessee enters into an approved co-location during the period between the Effective Date and the first anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,000 per year. If Lessee enters into an approved co-location during the period between the first anniversary of the Effective Date and the second anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,240 per year, and so on. After the first year of Co-Location Rent, that Rent shall increase annually by an amount equal to the Co-Location Rent payable during the immediately preceding year multiplied by four (4.00%) percent. Lessee’s obligation to pay Co-Location Rent with respect to each co-locator shall terminate in the event the co-locator removes its equipment and facilities from the Leased Premises and/or Wireless Telecommunication Facility.

The parties acknowledge and agree that the T-Mobile Sublease shall be subject to the foregoing terms and conditions with respect to Co-Location Rent.

7. **Right of First Refusal.** If, during the Lease Term, Extended Terms, or Additional Extended Terms, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for all or any portion of Lessor’s interest in the Ground Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing), Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions

as in Lessor's Notice, Lessor's interest in the Ground Lease. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the interests described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Amendment shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

- 8. Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be

legally bound hereby, have executed this Amendment as of the day and year first written above.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

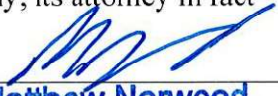
Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By:  _____
Name: Matthew Norwood
Title: Dir Nat'l RE Ops

(Space above this line reserved for Recorder)

This instrument prepared by:

Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113
Attn: Justin J. Eddy, Esq.
216-696-5676

Return to:

Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: _____

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease (this "Memorandum") is made and entered into as of _____, 2023 by and between the City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with reference to the following facts:

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Polk County, Iowa,

The parties have agreed as follows:

1. Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., have entered into that certain Telecommunications & Ground Space Lease dated February 4, 2002 (the "Lease"), a memorandum of which is recorded as Instrument No. 080312 in Book 9095, Page 143 of Polk County, Iowa Official Records, relating to a portion ("Leased Premises") of that certain real property located in the City of Ankeny, County of Polk, State of Iowa ("Property"). The Leased Premises and the Property are more particularly described in Exhibit "A" attached hereto. The Lease includes easements for ingress, egress and utilities all as more particularly described in Exhibit "A".

2. Lessor and Lessee have entered into that certain Amendment to Telecommunications & Ground Space Lease dated _____, 2023 (the "Amendment"), pursuant to which Lessor has granted Lessee (i) an additional four (4) five (5)-year renewal options (the "Additional Renewal Options"), which additional options are in addition to the three (3) five (5)-year renewal options originally granted pursuant to the Lease, to be exercised as provided in the Lease; and (ii) a right of first refusal with respect to the acquisition of Lessor's interest in the Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing) (the "ROFR").
3. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

The City of Ankeny

By: _____

Name: Mark E. Holm

Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By: _____

Name: Matthew Norwood

Title: Dir Nat'l RE Ops

STATE OF IOWA)
) ss:
COUNTY OF _____)

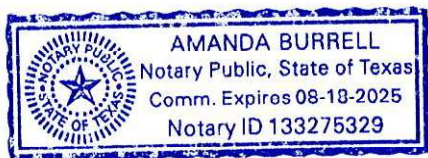
On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Mark E. Holm and Michelle Yuska, personally known to me, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the foregoing instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the ___ day of _____, 2023; and that Mark E. Holm and Michelle Yuska, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires: _____

STATE/Commonwealth of Texas)
) ss:
COUNTY OF Harris)

On this 16 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Matthew Norwood, personally known to me, who, being by me duly sworn, did say that they are the Dir. Nat'l RE OPS of the CCATT LLC, a Delaware limited liability company, attorney in fact for NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.



Amanda Burrell
Notary Public in and for the State of ~~Iowa~~
Texas

EXHIBIT A

Description of Parent Parcel:

Part of Lot 1 Prairie Ridge Park, Plat 1, City of Ankeny, Polk County, Iowa.

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 15" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet);

[continued]

Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Description of Telephone Easement

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet); Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

Site I.D.: DSM178D
City: Ankeny
Telecorp: Prairie
Ridge Park

TELECOMMUNICATIONS & GROUND SPACE LEASE

This Telecommunications Tower and Ground Space Lease (the "Lease") is made and entered into the 4th day of February, 2002, by and between the City of Ankeny, Iowa, whose address is 410 West 1st Street, Ankeny, IA 50021, hereinafter referred to as "Lessor", and Telecorp Realty, L.L.C., hereinafter referred to as "Lessee".

Background

- A. Lessor is the owner in fee simple of a parcel of land located in the City of Ankeny, Polk County, State of Iowa, legally described on the attached Exhibit A (the Owned Premises).
- B. Lessee desires to lease space on the Owned Premises for the installation and operation of a cellular radio-telephone communications antennae facility, which shall include a stealth tower, internal antennae, supporting equipment, connecting cables and appurtenances (collectively, "Wireless Telecommunication Facility") for use in connection with its communication business.
- C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor a portion of the Owned Premises, consisting of (i) ground space on the Owned Premises and (ii) easements for ingress/egress and utilities as shown on the Site Plan/Legal Description attached as Exhibit B (collectively, the "Leased Premises").

This Lease is not a franchise pursuant to state, local or federal law, nor is it a permit to use the rights-of-way. Any such franchise or permit must be obtained separately.

2. **Term.** The initial term of this Lease shall commence upon the award of the Building Permit by the City of Ankeny to Lessee for the Wireless Telecommunication Facility (the Commencement Date) and end ten (10) years from the Commencement Date. Lessee shall have the option to renew this Lease for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

3. **Rent.**

3.1. **Base Rent.**

a. Upon fulfillment of the Conditions Precedent listed in Section 16 herein and receipt of the Building Permit to construct the Wireless Telecommunications Facility, Lessee shall provide to the Lessor a Performance Bond in the amount of ten thousand dollars (\$10,000). In addition to herein, Lessee shall pay to Lessor as annual rent for the Leased Premises the sum of nine thousand six hundred dollars (\$9,600) (the "Base Rent"). Lessee shall pay Lessor Base Rent for the first year on the Commencement Date, and for each year thereafter on the Anniversary of the Commencement Date, unless the Base Rent is abated pursuant to Section 16 herein. Base Rent shall be increased annually as described in Section (3)(c) herein.

b. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two per cent (2%) per month or the highest rate permitted by law.

* c. The Base Rent, (including the Co-location Rent), shall be increased annually effective as of each anniversary of the Commencement Date by the greater of four per cent (4%) of the previous year's Base Rent or the percentage increase in the CPI over the CPI for the 12 months prior to the adjustment date. "CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination.

e. To the extent that Lessor desires to purchase cellular telephone service from Lessee, Lessee shall offer this service to Lessor at the most favorable rate and terms that Lessee then offers to any other person obtaining similar or like service.

3.2. **Co-Location and Co-Location Rent.**

* a. Lessor acknowledges that the Wireless Telecommunication Facility will be used by other wireless telecommunication entities not party to this Lease, with this additional use to be known as "Co-location". All applications for co-location shall be subject to Lessor's written approval prior to agreement, which shall not be unreasonably withheld, delayed or conditioned. Lessor shall review such application and respond in writing within ten (10) regular business days of receipt of Lessee's written notification. In the event that Lessor fails to respond in writing with the ten day review period, then such application shall be deemed approved by Lessor. Lessee shall be solely responsible in ensuring that all co-location activities conform to the terms and conditions of this Lease. Lessee warrants that the design of the stealth tower will permit at

least two (2) co-locators and shall not unreasonably withhold, delay or condition consent to such co-location.

b. Lessee shall pay an additional rent ("Co-Location Rent") of Three Thousand Dollars (\$3,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. The Co-Location Rent shall be payable as Base Rent. All other rent payment conditions in Section 3 of this Lease shall apply to co-location rent payments. Lessor's consent to the co-location of carriers other than PCS Broadband, Cellular and ESMR carriers will be conditioned upon the negotiation of appropriate co-location rent.

4. Use of Leased Premises.

a. Lessee shall use the Leased Premises for the installation, operation, and maintenance of its Wireless Telecommunication Facility for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Lessee may erect and operate a stealth tower which shall be of the maximum height permitted by law or regulation without hazard painting or lighting. In no event shall the height of the stealth tower and attachments exceed 170 feet above the ground. All antennae, cables or other attachments shall be hidden within the stealth tower. Lessee may place ground-based support equipment or building, on the ground in the course of providing wireless telecommunication services, as described on Exhibit C.

b. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, radiation and safety, zoning, site plan approval, and special use permits) in connection with the use, operation, maintenance, construction and/or installation of the Wireless Telecommunication Facility on the Leased Premises. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense (including reimbursement of Lessor's reasonable attorney and administrative fees, if any), any federal licenses and permits required for, or substantially required by, Lessee's use of the Leased Premises.

c. (1) The Wireless Telecommunication Facility is agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Upon termination of the Lease, the Lessee shall remove the Wireless Telecommunication Facility and any underground improvements, up to four (4) feet in depth, from the Leased Premises within ninety (90) days. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by Lessor or any of Lessor's assignees or lessees. If, however, Lessee requests permission to not remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided in Section 4(c)(1) herein. Lessee shall restore the affected areas of the Leased Premises to the conditions which existed prior to this Lease, reasonable wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to Section 4(c)(1) and (2) herein shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

d. The only signage that shall be placed on the Wireless Communication Facility shall be a sign listing the Federal Communications Commission (FCC) registration number for the stealth tower erected on the Leased Premises.

e. Lessee shall provide Lessor with a landscape drawing for the Leased Premises. Upon receipt of documentation outlining the landscaping cost, Lessee shall pay Lessor a one-time fee, not to exceed \$2,000, for the implementation of such landscaping by the Lessor.

5. **Construction Standards.** The Wireless Telecommunication Facility shall be installed on the Leased Premises in a good and workmanlike manner without the attachment of any construction liens.

6. **Installation of Equipment.**

a. Lessee shall have the right, at its sole cost and expense, to install, operate and maintain its Wireless Telecommunication Facility on the Leased Premises, as described on Exhibit C, in accordance with good engineering practices and with all site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

b. Lessee's installation of such a Wireless Telecommunication Facility shall be done according to plans approved by Lessor, whose approval shall not be unreasonably withheld, delayed or conditioned. Specifically, Lessee shall comply with the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

c. Within thirty (30) days of the completion of the initial installation of the Wireless Telecommunication Facility, Lessee shall provide Lessor with as-built drawings of the Wireless Telecommunication Facility and the improvements installed on the Leased Premises, which show the actual location of all equipment and improvements consistent with Exhibit C.

7. **Maintenance.**

a. Lessee shall, at its own expense, maintain the Leased Premises and any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Lessor so as not to conflict with the use of, or other leasing, of the Owned Premises by Lessor. Lessee shall not interfere with the use of the Owned Premises, related facilities or other equipment of other lessees.

b. Lessee shall have sole responsibility for the maintenance, repair, and security of its stealth tower, equipment, personal property, leasehold improvements, and directional antennae, equipment building, connecting cables, and appurtenances of the Wireless

Telecommunication Facility, and Lessee shall keep the same in good repair and condition during the term of the Lease, and as such Lease terms may be renewed and extended.

c. Lessee shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

8. **Leased Premises Access.** Lessee shall have 24-hour/7-day access to the Leased Premises by means reasonably designated by Lessor, in order to install, operate and maintain its Wireless Telecommunication Facility.

9. **Utilities.** Unless the Leased Premises is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcels appurtenant to the Leased Premises:

Use: Ingress/Egress. Width: 12'; Approximate length: as needed per survey between Leased Premises and the public road, as shown on Exhibit B.

Use: Utility (Telephone). Width: 8'; Approximate length: As needed per survey between the Leased Premises and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require, as shown on Exhibit B.

Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall timely pay all costs associated therewith.

10. **RF Interference**

a. Non-interference by Lessee. The Wireless Telecommunication facility shall be installed and operated in a manner which does not cause radio-frequency interference ("RF interference") to the operations of any Protected User. "Protected User" shall mean any existing user or lessee of the Owned Premises listed on Exhibit D attached hereto, which Lessor hereby warrants to Lessee is an accurate listing of the frequencies, orientation, placement, height, location, and description of all existing antennae, transmitters, receivers, or other radio or electronic transmitting or receiving equipment located on the Premises. Lessee agrees to immediately cure any such RF interference caused to a Protected User by Lessee's equipment or, if such RF interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of RF interference, until a cure at full power is achieved.

b. Non-interference by Lessor. Lessor covenants to use Lessor's best efforts to protect Lessee from RF interference caused or potentially caused by subsequent users or lessees of the Owned Premises or changes in its use. Lessor, and its successors and assigns, shall not use, allow or permit the Owned Premises to be used in any manner which will materially impair the use of the Wireless Telecommunication Facility hereafter erected or located upon the Leased

Premises by Lessee or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signals to and from the facilities or equipment of Lessee. If any harmful RF interference shall result from any such transmitters, equipment, antennae, or dishes permitted on the Leased Premises by Lessor, to the facilities or equipment of Lessee installed on the Leased Premises, then Lessor shall immediately cause such transmitter, equipment, antennae or dish to be discontinued from operation until such interference is eliminated. If Lessor cannot eliminate such RF interference, Lessee may terminate this Lease in accordance with Section 17 herein.

11. **Monetary Default by Lessee.** Lessee shall be in default of this Lease if Lessee fails to make payment of rent, or any other sums, when due and such failure continues for ten (10) days after Lessor notifies Lessee in writing of such failure.

12. **Non-monetary Default by Lessee.** If Lessee fails to comply with any non-monetary provision of this Lease which Lessor claims to be a default hereof, Lessor shall serve written notice of such default upon Lessee, whereupon a grace period of 30 days shall commence to run during which Lessee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided Lessee makes a good faith showing that efforts toward a cure are continuing.

13. **Cure or Termination by Lessor.** In the event of any default of this Lease by Lessee the Lessor may at any time after giving notice, cure the default for, and at the expense of the Lessee. If Lessor is compelled to pay, or elects to pay, any sum of money or incurs any expense, the sums or expenses so paid by Lessor, with all interest, costs, and damages, shall be deemed Additional Rent due from the Lessee to Lessor on the first day of the month following their payment by Lessor.

In the event of default of this Lease by Lessee, or if Lessee loses its FCC license for any reason, including, but not limited to, non-renewal, expiration, or cancellation, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, and terminate this Lease. Lessor shall give Lessee ninety (90) days notice of its exercise of its right of termination of this Lease. Such notice of termination shall be given Lessee in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All prepaid rent payments received by Lessor from Lessee shall be retained by Lessor. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other. In the event of termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) hereof. Re-entry and taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease. If termination occurs for any reason during the tenth year of the term, or during either of the three optional five-year extensions of the term, the amount of the Additional Rent due upon termination shall be zero.

14. **Performance Bond.** To secure the timely performance by Lessee of all terms, covenants and conditions of this lease, Lessee shall provide Lessor with a performance bond in an amount not less than ten thousand dollars (\$10,000) in a form mutually satisfactory to the

parties, and shall maintain said bond in effect during the term of this lease including any renewals.

15. **Lessee's Condition Precedent.** This Lease and Lessee's obligations hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

- a. Lessee must receive all necessary local state, and federal governmental approvals relating to Lessee's intended use of the Leased Premises; Lessor agrees to cooperate with Lessee in obtaining all such approvals;
- b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Leased Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Leased Premises; and
- c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Leased Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's intended use of the Leased Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing.

16. **Abatement of Rent Pending Conditions.** Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

17. **Option to Terminate.** Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option. Upon such termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) herein.

18. **Alteration, Damage or Destruction.** If the Leased Premises or any portion thereof is altered, damaged or destroyed, through no fault or negligence of Lessee, so as to materially hinder effective use of the Wireless Telecommunication Facility, Lessee may elect to terminate this Lease, without paying Additional Rent to Lessor, upon thirty (30) days written notice to Lessor. In such event, Lessee shall remove the Wireless Telecommunication Facility from the Leased Premises in accordance with Section 4(c). This Lease and Lessee's obligations hereunder shall terminate upon Lessee's fulfillment of Section 4(c), at which time Lessee shall be entitled to reimbursement of any prepaid rent.

19. **Condemnation.** In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right to

claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment building, personal property, antennae, connecting cables, appurtenances, and other leasehold improvements.

20. Mutual Indemnification.

a. Lessee's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessor, its employees, agents or contractors, Lessee agrees to hold Lessor harmless, indemnify it, and, at Lessor's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessor may sustain, incur or be liable for arising out of or related to Lessee's use or occupancy of the Leased Premises and its facilities.

b. Lessor's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessee, its employees, agents or contractors, Lessor agrees to hold Lessee harmless and indemnify it, and, at Lessee's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessee may sustain, incur or be liable for arising out of or related to Lessor's use or occupancy of the property and buildings of which the Leased Premises and the easement parcels are a part.

Lessee and Lessor acknowledge, however, that each party may sustain substantial consequential damages if damage to the stealth tower or the equipment on the Leased Premises or the access easement parcel occurs or its use is interrupted. Because of these substantial, potential damages, Lessee and Lessor covenant with each other that in no event and/or under no circumstances shall each party, or their officers, directors, members, or employees, be liable to each other or any other person or entity for consequential damages relating to or arising out of each other's use and/or occupancy of the Leased Premises or the access easement parcel, regardless of whether those consequential damages arise out of, relate to, or are caused by the other party's negligent actions or omissions.

21. Insurance. Lessee shall provide such insurance as is required by the Insurance Schedule attached hereto.

22. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Owned Premises, and that Lessor has no knowledge of such uses historically having been made of the Owned Premises or such substances historically having been introduced thereon.

Lessee hereby represents and warrants that its use of the Leased Premises herein shall not generate or dispose of any hazardous substance on the Leased Premises, and, with the exception

of batteries, it will not store on or transport to, or over, the Leased Premises any hazardous substance. Lessee further agrees to hold Lessor harmless from, and indemnify Lessor against, any release of any such hazardous substance and any damage, loss, expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of Lessor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages, arising from the presence of Hazardous Substance upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee. Lessor's indemnification obligations hereunder shall survive the termination of this Lease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at two (2) times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the conditions herein specified, so far as applicable.

24. **Subordination.** Lessee agrees to subordinate this Lease to any mortgagee or trust deed which may hereafter be placed on the Lease Premises, provided such mortgagee or trustee thereunder shall ensure to Lessee the right to possession of the Leased Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee. If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Lease Premises a non-disturbance agreement in form reasonably satisfactory to Lessee.

25. **Acceptance of Leased Premises.** By taking possession of the Leased Premises, Lessee accepted the Leased Premises in the condition existing as of the Commencement Date. Except as otherwise set forth herein, Lessor makes no representation or warranty with respect to the condition of the Leased Premises and Lessor shall not be liable for any latent or patent defect in the Leased Premises.

26. **Estoppel Certificate.** Upon at least ten (10) days prior written notice from Lessor, Lessee shall deliver to Lessor a written statement certifying that (i) the Lease is unmodified and in full force, or if the Lease has been modified, that the Lease is in full force as modified and the modifications are then identified; (ii) the dates to which rent and other charges

have been paid; (iii) so far as the certifying party knows, Lessor is not in default under any provisions of the Lease; and (iv) such other matters as Lessor may reasonably request.

27. **Notices.** All notices and correspondence shall be sent to the following:

Lessor:
City Manager
City of Ankeny
410 West 1st Street
Ankeny, IA 50021

Lessee:
General Counsel
Telecorp Realty, L.L.C.
1010 North Glebe Road, Suite 800
Arlington, VA 22201

28. **Assignment of Lease by Lessee.** This Lease and the Leased Premises hereunder are assignable by the Lessee to the following: (i) any person or business entity which is a parent, subsidiary or affiliate of Lessee; (ii) any person or business entity which controls or is controlled by or under a common control with Lessee; (iii) any person or business entity which is merged or consolidated with Lessee; or (iv) any person or business entity which purchases a majority or controlling interest in the ownership or assets of Lessee. Any assignment of this Lease and the Leased Premises hereunder by the Lessee shall not occur without the Lessor's consent, which consent shall not be reasonably withheld, conditioned or delayed. Lessee's right to effect an outright transfer of the Leased Premises, and the right of any collateral assignee to seize the Leased Premises as defaulted security, is subject only to the limitation that the Leased Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee. No assignment shall relieve Telecorp Realty L.L.C. of the Lessee's obligations under this Lease.

29. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

31. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

32. **Attorney's fees.** In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

33. **Non-Waiver.** Failure of Lessor or Lessee to insist on such performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but each party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. This receipt of any sum paid by one party to the other after of breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

34. **Property Taxes.**

a. Lessee shall pay any personal property taxes assessed on , or any portion of such taxes attributable to, the Wireless Telecommunication Facility. Lessor shall pay when due, or claim an appropriate exemption from, all real property taxes and all other fees and assessments attributable to the land underlying the Leased Premises. However, Lessee shall pay, as Additional Rent, any increase in real property taxes levied against the Leased Premises which is directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish proof of such increase to Lessee.

b. Lessor's requests to Lessee for contribution or reimbursement of property taxes should be addressed to Telecorp Realty, L.L.C., 1010 North Glebe Road, Suite 800, Arlington, Virginia 22201. All requests must be accompanied by a copy of Lessor's tax bill. Lessee shall comply with requests for contribution by issuing a check for Lessee's proportionate share made payable to the tax collector. Lessee shall comply with requests for reimbursement by issuing a check to Lessor, provided that a paid tax receipt accompanies such request.

c. Lessee shall have the right, but not the obligation, to pay Lessor's real estate taxes on the underlying land if the same become delinquent, to ensure that Lessee's leasehold interest does not become extinguished. Lessee shall be entitled to take a credit against rent for the portion of Lessor's taxes which it was not Lessee's obligation to pay, as such amount shall reasonably be substantiated.

35. **Headings.** The headings of this Lease are for convenience only and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.

36. **Miscellaneous.**

a. Lessor and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease shall be construed in accordance with the laws of the State of Iowa.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

37. **Quiet Enjoyment.** Lessor warrants that Lessee is entitled to access to the Property at all times and to the quiet possession of the Leased Premises throughout the Initial term and each Renewal term so long as Lessee is not in default of any term of this Lease beyond expiration of the cure period set forth in paragraph 12 above.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

Lessor:

The City of Ankeny, Iowa

By: Merle O. Johnson

Merle O. Johnson, Mayor

ATTEST:

By: Pamela DeMouth

Pamela DeMouth, City Clerk

Lessee:

Telecorp Realty, L.L.C.

By: TeleCorp Communications, Inc.

Its: Managing Member

By: Thomas H. Sullivan

Print Name: President

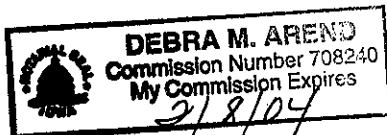
Title:

Date: 11/27/01

STATE OF IOWA, POLK COUNTY, ss:

On this 4th day of February, 2002, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Merle O. Johnson** and **Pamela DeMouth**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Ankeny, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in ~~Ordinance~~ Resolution No. 2001-302 passed by resolution of the City Council ~~under Roll Call No. _____ of the City Council~~ on the 4th day of February, 2002; and that **Merle O. Johnson** and **Pamela DeMouth**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Debra M. Arend
Notary Public in and for the State of Iowa



COMMONWEALTH OF VIRGINIA

)

) ss.

COUNTY OF Arlington

)

On this 27th day of November, 2001, before me appeared Thomas H. Sullivan, to me personally known, who, being by me duly sworn, did say that he is the President of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said — acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jurua Fitzgerald
Notary Public

My term is permanent/expires: 3/31/03

This document was drafted by:

Exhibit A

Legal Description of the Owned Premises

Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa.

Exhibit B

Legal Description of the Leased Premises

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Exhibit B (cont'd.)

Description of Telephone Easement:

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

Exhibit C

Equipment to be placed on the Leased Premises

The following Stealth Tower and Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Leased Premises.

See the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

Exhibit D

Protected Users of the Premises

This is the first lease granted for a wireless telecommunication antenna facility on or near the Leased Premises. For the purpose of determining radio frequency interference, there are no Protected Users.

INSURANCE SCHEDULE

1. Any policy of insurance or certificate of insurance required hereunder shall be with a carrier authorized to do business in Iowa and a carrier that has received a rating of A or better in the current Best's Rating Guide.
2. Any policy of insurance required hereunder shall provide for a thirty-day notice to the City of any material change or cancellation of the policy prior to its expiration date.
3. Lessee shall have its insurance agent or company certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance of policy or certificate.
4. Lessee shall furnish copies of the following policies to the City, with limits not less than the following, or greater if required by law, and shall also furnish certificates of insurance from all independent contractors or subcontractors hired by Lessee or any independent contractor or subcontractor, which certificates shall provide evidence of coverage for the following with limits not less than the following, or greater if required by law:

COMMERCIAL GENERAL LIABILITY:

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

OR

Combined Single Limit	\$2,000,000
Medical Payments	\$5,000

Coverage is to include: occurrence form, premises/operations/products/completed operations coverage, independent contractors' coverage, contractual liability, broad form property damage. personal injury, City of Ankeny named as an additional insured with 30 days' written notice of change or cancellation.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-65: Proposed Issuance of Not to Exceed \$11,295,000 Water Revenue Capital Loan Notes

EXECUTIVE SUMMARY:
The not to exceed \$11,295,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the Northwest Water Tower in the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$11,295,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
On September 18, 2023, the City Council awarded the construction contract for the NW Irvinedale Drive - Elevated Water Storage Tank to CB&I Storage Tank Solutions, LLC.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on November 24, 2023.

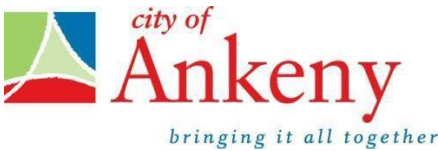
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-65.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Resolution
 Loan and Disbursement Agreement
 Tax Exemption Certificate



PUBLIC HEARING 2023-65

5:30 P.M.

DECEMBER 4, 2023

**PROPOSED ISSUANCE OF NOT TO EXCEED \$11,295,000 WATER REVENUE
CAPITAL LOAN NOTES**

Mayor:

This is the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$11,295,000 Water Revenue Capital Loan Notes, of the City of Ankeny, State of Iowa, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of:

acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower project.

Notice of this public hearing was published in the Des Moines Register on the 24th day of November 2023 pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND ISSUANCE OF SAID CAPITAL LOAN NOTES?”

City Clerk:

None in the Clerk’s Office.

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed loan and disbursement agreement and capital loan note issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED LOAN AND DISBURSEMENT AGREEMENT AND CAPITAL LOAN NOTE ISSUANCE?” (Inform them to come to the podium or if attending electronically raise your electronic hand or press *9. When called upon, please give your name and address for the record.)

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

1. Consider MOTION to close public hearing 2023-65.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$11,295,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$11,295,000 WATER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$11,295,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$11,295,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 4. That the Clerk, with the assistance of bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Council shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

PASSED AND APPROVED this 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "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 \$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D, 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", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION

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 \$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D, 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 2023D, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2023D, to the extent of \$11,103,000 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 and Capital Loan Notes, part of which remain outstanding and a lien on the Net Revenues of the System (the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, 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 said parity notes or bonds; and

WHEREAS, a statement of PFM Financial Advisors LLC, an Independent Financial Consultant 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 Bond Resolutions, with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Bonds 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 \$11,103,000 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D.

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 Bonds" 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.
- "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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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; and
 - \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C dated May 19, 2023.
- "Parity Obligations" shall mean 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 Bonds 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 Bond 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 Northwest Water Tower Project.
- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held 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; (b) 10% of the stated principal amount of the Notes and Parity Obligations, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations. 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 2023D", in the aggregate amount of \$11,103,000 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 2023D of the City in the amount of \$11,103,000 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 2023D", be dated the date of delivery, and bear interest at the rate of 1.75% 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, 2024 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, 2025 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, 2044. 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 \$11,103,000 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' notice of redemption by certified or registered mail 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 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 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:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Note)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

(10)
(Continued)

(16)

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"WATER REVENUE CAPITAL LOAN NOTES"
"SERIES 2023D"

Item 2, figure 1= Rate: 1.75%
Item 3, figure 1= Maturity: June 1, 2044
Item 4, figure 1= Note Date: December 22, 2023
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. R-1
Item 8, figure 1= Principal Amount: \$11,103,000

Item 9, figure 1 = 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

Item 10, figure 1 = 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 1.75% per annum, payable on June 1, 2024, 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, 2025 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, 2044. 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 Northwest Water Tower 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 Bonds 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' notice of redemption by certified or registered mail, 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 Bonds 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 Bonds 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 22nd day of December 2023.

Item 11, figure 1 = Date of authentication: December 22, 2023
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

CITY TREASURER, Registrar

By: _____
Registrar

Item 13, figure 1 = Registrar and Transfer Agent: Treasurer
Paying Agent: Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = (Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor
ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

Item 16, figure 1 = (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 Bonds 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 Bonds 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 Bond Resolutions, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest 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, 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 Resolution, 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.

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.

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.

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 mailed to the Original Purchaser and to the Noteholder upon request.

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 Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Bonds 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;

b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any Outstanding Obligations, Parity Obligations or Additional Bonds issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial advisor, 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 Bonds 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 advisor, 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 Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds 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 Bonds.

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 City 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 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 of 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 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of December 22, 2023 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 4, 2023, 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 \$11,103,000 (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) (\$55,515), 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 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, 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: _____
Mark E. Holm, 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

02279936-1\10174-688

TAX EXEMPTION CERTIFICATE

of

CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$11,103,000 Water Revenue Capital Loan Notes, Series 2023D

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on December 22, 2023, 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D (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 \$11,103,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2023D, 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 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 \$11,103,000, 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 Northwest Water Tower Project including sums already expended that meet the requirements of Section 2.8 hereof, 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 4, 2023, 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 that 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) \$100,427 representing costs of issuing the Bonds (which includes IFA's \$55,515 Initiation Fee) 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) \$11,002,573 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 Northwest Water Tower 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, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes 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)(A)(4)(ii) 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, and 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 \$679,500.

(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, \$11,103,000, 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, \$11,103,000 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 2023D 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 2023D Share for the Bond Fund and Reserve Fund. The Series 2023D 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 2023D 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 1.750038% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original

Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

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:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 4%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

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 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D 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>
\$11,103,000	None	1.75%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this _____ day of _____, 2023.

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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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 _____, 2023.

PFM FINANCIAL ADVISORS LLC

By: _____

Title: _____

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny. I acknowledge that this Certificate is given 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2023.

By: _____

Title: Administrative Services Director



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of November 20, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, November 20, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Amanda Wanke, DART CEO, presented council with an update on DART services in Ankeny and funding and future service planning.
2. Leola Jasinski introduced herself as Ankeny's representative to Transit Rider Advisory Committee (TRAC) and voiced her support of DART.
3. Byron Gustafson expressed his gratitude to the council and city staff in response to his questions about the proposed Hope Kimberley 2.0 annexation. He is moving forward with his petition consenting to annexation.
4. Emily Huss addressed council, stating that her civil rights have been violated as the city continues to annex land and she is consulting a lawyer.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Bentz seconded, to approve and accept the November 20, 2023 agenda without amendment. Ayes: 5.

PUBLIC HEARING

1. PH 2023-60. Mayor Holm announced this is the time and place for a public hearing on the matter of annexation of certain territory located adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC. Layman's Description: Approximately 33.941 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located north of NE 54th Avenue, east of SE Four Mile Drive. Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 27th day of October, 2023.

Eric Jensen, Director of Community Development, reported that the annexation area is located within two miles of the City of Des Moines and the City of Altoona, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 35.521 acres (+/-). At this time, 1 of the 2 properties included in the proposed annexation has provided petitions consenting to the request. If petitions are not received for both properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 33.941 acres (+/-), which equals 95.55% of the 35.521 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the non-petitioned property totals 1.58 acres (+/-), equaling 4.45% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in the Ankeny Plan 2040 Comprehensive Plan as being suitable for Light Industrial (LI), and Open Space (OS). If the annexation request is approved by the City Development Board, it will initially be zoned R-1, One-Family Residence District,

consistent with all newly incorporated properties into the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed annexation. Richard W Groves spoke in opposition of the proposed annexation. Council Member Ruddy moved, Bentz seconded, to close public hearing 2023-60. Ayes: 5.

2. PH 2023-61. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the NW Northlawn Area Utility Improvements – Phase 3 project. Notice of this hearing was published in the Des Moines Register on the 3rd day of November, 2023.

Mark Mueller, Public Works Director, reported that the NW Northlawn Area Utility Improvements – Phase 3 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on NW 2nd Street from NW Kline Street to NW Des Moines Street and on NW Kline Street from W 1st Street to NW 3rd Street in the Northlawn neighborhood in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Ruddy seconded, to close public hearing 2023-61. Ayes: 5.

3. PH 2023-62. Mayor Holm announced this is the time and place for a public hearing on the matter of the authorization of a Master Services and Purchasing Agreement in the amount of not to exceed \$200,000 payable from the General Fund, in order to provide funds to pay costs of equipping the police department. Notice of this hearing was published in the Des Moines Register on the 10th day of November, 2023.

Jennifer Sease, Administrative Services Director, reported that the Police Department is requesting to replace its current taser fleet of 45 Axon Taser X26P with 45 Axon Taser 10. This has become necessary due to a portion of the current fleet reaching the end of its useful life and warranty period. Darius Potts, Police Chief, and Rob Kovacs, Lieutenant, answered council questions about the current tasers, stating that 25 of the 45 tasers are out of warranty.

Mayor Holm then asked for any public comment regarding the proposed agreement. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2023-62. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of November 6, 2023, as published.
2. Receive and file minutes of the Zoning Board of Adjustment meeting of October 3, 2023.
3. Receive and file minutes of the Plan and Zoning Commission meeting of October 3, 2023.
4. Receive and file the minutes of the Civil Service Commission meeting of September 11, 2023.

Licenses and 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 2023.
7. Receive and file Building Permit Report for October 2023.
8. Receive and file Utility Billing Report for October 2023.
9. Change Order #1 increasing the contract amount by \$3,969.60 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail project.
10. Change Order #2 increasing the contract amount by \$3,500.00 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
11. Change Order #1 decreasing the contract amount by \$26,210.40 to J&K Contracting, for construction services on the Westwinds, Plat 9, Storm Sewer Extension project.
12. Amendment No. 11 to the Professional Services Agreement increasing the contract amount by \$7,500.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.
13. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$51,000.00 with Snyder & Associates, Inc. for additional construction engineering services on the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.
14. Payment #3 in the amount of \$64,645.17 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.
15. Payment #1 in the amount of \$63,656.71 to Caliber Concrete, LLC, for construction services on the Aspen Ridge Trail project.
16. Payment #6 in the amount of \$2,216.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
17. Payment #2 in the amount of \$8,742.50 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
18. Payment #19 in the amount of \$8,828.03 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
19. Payment #8 in the amount of \$54,071.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
20. Payment #6 in the amount of \$330,892.32 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
21. Payment #2 in the amount of \$162,017.75 to Howrey Construction Inc., for construction services on the Creekside Park Improvements project.
22. Payment #8 in the amount of \$2,040.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
23. Payment #4 in the amount of \$257,584.49 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
24. Payment #1 in the amount of \$119,018.94 to J&K Contracting, for construction services on the Westwinds, Plat 9, Storm Sewer Extension project.
25. Payment #3 in the amount of \$15,797.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
26. Payment #12 in the amount of \$8,938.49 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
27. Payment #5 in the amount of \$41,250.00 to Romtech Companies, for construction services on the restroom facility at Midway Park.
28. Payment #7 in the amount of \$25,211.41 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
29. Payment #1 in the amount of \$221,445.00 to Tanksco Inc., for construction services on the Delaware Ground Storage Reservoir Rehabilitation project.
30. November 20, 2023 Accounts Payable by fund: General \$276,259; Hotel Motel Tax \$712; Parks Improvements \$3,190; Road Use Tax \$11,521; Police/Fire Pension Fund \$1,599; Debt Service \$2,266,001; Solid Waste \$5,456; Water \$756,856; Water Sinking \$284,269; Sewer \$598,488; Storm Water \$6,363; Golf Course \$51,554; Enterprise Project \$985,582; Revolving

\$51,274; Risk Management \$48,888; Health Insurance \$4,175; Capital Projects \$631,481; Payroll Totals \$1,418,838; Transfers/ACH (\$207,389); Agenda Payments Approved Separately (\$1,586,866); Grand Total \$5,608,251.

Personnel

31. Approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.
32. Approve the revisions to the Drug and Alcohol Policy and Testing Program for Individuals Not Required to Possess a Commercial Drivers License.
33. Approve the revisions to the Drug and Alcohol Testing Policy for positions requiring a Commercial Drivers License.
34. Accept the Civil Service Commission certified lists for appointment to: Fire Engineer and Traffic Technician, subject to passing any further departmental requirements.

Community Development

35. **RESOLUTION 2023-427** accepting a Public Sanitary Sewer Easement located on Lots 1 & 2, Delaware Centre Plat 2; and associated with the development of 2012 SE Delaware Avenue, Chase Bank site plan.
36. Approve correction of the legal description in Ordinance 2131, originally approved on February 20, 2023.

Capital Improvement Projects

37. **2023 PCC Reconstruction Program - SE Creekview Drive:** a) Final Change Order #4 decreasing the contract amount by \$5,587.00; b) Certificate of Completion; c) **RESOLUTION 2023-428** accepting the public improvements with Alliance Construction Group, LLC in the amount of \$503,670.50; and d) Final Payment #6 in the amount of \$11,349.85 and Release of Retainage in the amount of \$25,183.53.
38. **NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard:** a) Final Change Order #6 decreasing the contract amount by \$25,077.95; b) Certificate of Completion; c) **RESOLUTION 2023-429** accepting the public improvement with Absolute Concrete Construction, Inc. in the amount of \$4,022,885.08; and d) Final Payment #16 in the amount of \$944.30; and Retainage Payment in the amount of \$144,144.25.
39. **Uptown Parking Improvements:** a) Final Change Order #2 decreasing the contract amount by \$12,011.62; b) Certificate of Completion; c) **RESOLUTION 2023-430** accepting the public improvements with Caliber Concrete, LLC in the amount of \$179,014.17; and d) Final Payment #2 in the amount of \$9,937.43 and Release of Retainage in the amount of \$8,950.71.
40. **RESOLUTION 2023-431** ordering construction on the 2024 PCC Reconstruction Program - NW Ash Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 12/12/23 @ 10:30 A.M. / date of hrg: 12/18/23 @ 5:30 P.M.)

Administrative Items

41. **RESOLUTION 2023-432** fixing date for a meeting on the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$11,295,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 12/4/23 @ 5:30 p.m.).
42. Approve an Intergovernmental Transfer of Public Funds Agreement between the Department of Human Services and the Ankeny Fire Department.
43. **RESOLUTION 2023-433** approving the Annual Urban Renewal Report for Urban Renewal Areas within the City of Ankeny.

44. **RESOLUTION 2023-434** approving debt certification forms, appropriating funds and directing filing of certifications.
45. **RESOLUTION 2023-435** approving supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.
46. **RESOLUTION 2023-436** setting a public hearing on the Amendment to Telecommunications & Grounds Space Lease by the City of Ankeny and Cell Tower Lease Amendment with CCATT LLC. (date of hrg: 12/4/23 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Stearns, to approve the recommendations for Consent Agenda Items CA-1 through CA-46. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2160** An Ordinance Amending Ordinance Nos. 1039, 1189, 1423, 1446, 1741, 1943, 1947, 1965, 2038, and 2072, and providing that general property taxes shall no longer be divided on certain property located within the Amended 1989 Ankeny Economic Development Urban Renewal Area, in City of Ankeny, County of Polk, State of Iowa (Removing "Amendment No. 1 Area", "Amendment No. 2 Area", and "Amendment No. 3 Area" from division of taxes only). Council Member Stearns moved, Ruddy seconded, to accept second consideration of ORDINANCE 2160. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer. Council Member Bentz moved, Stearns seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2160, sending it on its final passage and publication as required by law. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

NEW BUSINESS

1. Proposed 80/20 voluntary urbanized annexation of certain territory adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC. (PH 2023-60) Council Member Perry moved, Stearns seconded, to receive and file the September 25, 2023 Consultation Meeting Report. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer. Council Member Stearns moved, Ruddy seconded, to file correspondence. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-437** annexing certain territory located adjacent to the southeast quadrant of Ankeny requested by Legacy Housby, LLC. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
2. Proposed NW Northlawn Area Utility Improvements - Phase 3 (PH 2023-61) Council Member Ruddy moved, Stearns seconded, to adopt 1) **RESOLUTION 2023-438** adopting plans, specifications, form of contract, estimate of cost \$1,727,593.00 and enhancement of payment; 2) receive and file report of bids received November 14, 2023; 3) adopt **RESOLUTION 2023-439** making award of construction contract with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$1,122,982.75; and 4) adopt **RESOLUTION 2023-440** approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$1,122,982.75. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
3. \$200,000 Master Services and Purchasing Agreement (Police Department - Tasers) (PH 2023-62) Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-441** instituting proceedings to take additional action for the authorization and issuance of a Master Services and Purchasing Agreement payable from the general fund in the principal amount of not to exceed \$200,000 for personal property for use by the City. Ayes: Ruddy, Bentz, Perry,

Stearns. Nays: Shafer. Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2023-442** authorizing action for a Master Services and Purchasing Agreement payable from the General Fund in the principal amount of \$192,467.06 for personal property for use by the City. Ayes: Ruddy, Perry, Bentz, Stearns. Nays: Shafer.

4. Proposed 80/20 Voluntary Urbanized Annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-443** annexing certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., and Gene C. Hildreth, Jr. (Hope Kimberley 2.0). Ayes: Ruddy, Bentz, Perry, Shafer. Abstain due to conflict of interest: Stearns.

ADJOURNMENT

1. Meeting was adjourned at 6:48 p.m.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 12/1/23.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Plan and Zoning Commission meeting of November 7, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-11-07



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, November 7, 2023

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

CALL TO ORDER

Chair Ted Rapp called the November 7, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Ted Rapp, Trina Flack, Glenn Hunter, Annette Renaud, and Todd Ripper. Absent: Lisa West and Randy Weisheit. Staff present: E.Jensen, E.Carstens, J.Heil, B.Morrissey, R.Kirschman and B.Fuglsang.

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the November 7, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the October 3, 2023 minutes of the Plan and Zoning Commission meeting.

Items #2. 710 SW 3rd Street – Trailside Tap Building Addition Site Plan

Motion to approve the site plan for 710 SW 3rd Street, Trailside Tap Building Addition.

Items #3. 2806 SE Peachtree Drive - Des Moines Mobile Wash Addition Site Plan

Motion to approve the site plan for 2806 SE Peachtree Drive, Des Moines Mobile Wash Addition.

Referencing Item #2, G.Hunter asked the applicant if there was a better elevation for the addition. Brent Culp, Snyder & Associates responded, not at this time. A.Renaud asked what the two-story portion of the building would be used for. E.Carstens explained the staff's understanding of the project, and shared that there would be a second story patio. T.Rapp said he would like to see a better elevation of the addition. Brent Culp responded that he would get one and provide it to staff.

Motion by T.Flack to approve the recommendations for Consent Agenda Item #1 - #3. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the November 6, 2023 City Council meeting and the CIP work session.

Director's Report

E.Jensen presented the tentative agenda items for the November 21, 2023 Plan and Zoning Commission meeting and the October 2023 Building Permit Report.

Commissioner's Reports

T.Flack asked about the difference in speed limits for two school traffic signals, one on NW Irvinedale, 25 mph and the other on NW Weigel, 15 mph. E.Jensen responded that he believes it has to do with street classifications, but will check with the city's Public Works Department.

T.Ripper thanked Eric Jensen for attending the City Council meetings on behalf of the Commission as the information he brings to the Commission is very informative.

T.Rapp asked about a retreat for the Commission. E.Jensen shared that staff is looking at holding one this winter since projects have slowed down.

MISCELLANEOUS ITEMS

November 20, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:39 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of October 19, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, October 19, 2023

Regular meeting: 6 p.m.

Location: Library

Present: Gene Lucht, Nancy Medema, Fred Schuster, Miranda Piepho

Staff: Sam Mitchel

Topic	Discussion
Call to Order	Schuster called the meeting to order.
Approval of Minutes	Medema moved to approve September minutes. Lucht seconded. Approved by all.
Public Comments	
Consent Agenda	Mitchel presented financials. No areas of concern. Schuster asked when we should receive the money from Polk County. Mitchel to follow up with more information. Schuster asked why there were 2 Operating grants listed. Mitchel responded that those were the State of Iowa Enrichment Direct Aid and the State of Iowa Open Access.
Policy/Procedure Review	Conduct in the Library policy. • A few items changed – ○ #15 on the policy – concerning items left on library grounds and what the library will do with those items (may be placed in lost and found for a month. After that, it will either be given to the Police department or disposed of). • Schuster asked if this policy was reviewed by City attorney. Mitchel responded that the city is working on a code that addresses homeless camping on city property. If this passes, we may need to adjust our policy to be supportive. • Lucht moved to approve with the language that was added. Medema seconded. Approved by all.
Director's Report	Mitchel presented Director's report. • Hired 2 part-time shift personnel. ○ Schuster asked how they are trained (noticed that often they may only be trained on second floor). Mitchel responded that they do cross-train and will start to regularly schedule on both floors. • Library was closed for an all-city employee event on 9/8. • The community survey was distributed. • Requested money from Friends of Library. • Working on State Library annual report (due October 31).
Department Reports	
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Friends of the Library (update)	Medema presented an update. They have committees within board that are coming up with ways to raise money. One idea is penny wars. They are also looking at current agreement for their website and considering how they want to move forward with that agreement.

Topic	Discussion
Old Business	Fine Free Discussion • Medema asked why the city is unwilling to do this. Mitchel responded that this may be because it is seen as revenue. • FY25 and 26 will be extremely tight budget years. Mitchel is encouraging city to rethink and make our library fine free. It could impact our budget but could also remove barriers within the community. • Only 32.7% of total accounts have fines. And we don't delete persons from this list, so they could be holdovers from previous years. • We already paused fines during COVID. Medema moved that we wait to make a discussion until the entire board is present. Seconded by Lucht. Approved by all.
New Business	Preliminary FY25 Budget Discussion • New personnel require justification. More part-time staff would allow the full-time employees time to do more community outreach. • New fire department staff will take priority over the library budget. • Would like to increase computer services. • Would like to phase out hot spots. • Increase budget for Special Program/Event Services. • Reduce budget for postage and shipping. • Reduce budget for circulation materials. • Increase budget for library books and reference materials. • Priority is to find enough money for hosted Polaris. 2025 Strategic Plan • Mitchel presented update on the 2021-2025 plan. • Strategic pillars include: Community Center of Learning Experiences and Entertainment, Community Center of Interactions, Community Center of Connections, and Organization of Excellence. Study Conference Room Discussion – All approved to table until next meeting until the entire board is present.
Adjournment	Lucht motioned to approved. Seconded by Piepho. All agreed. Next meeting: November 16, 2023

Respectfully submitted, Miranda Piepho, Secretary

Approved: 11/16/23



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

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

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

1. The SP Grill, Inc. d/b/a Sports Page Grill, 1701 N Ankeny Blvd. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service, Catering - Effective January 1, 2024.
2. PCA Wine, LLC d/b/a WineStyles Ankeny, 1450 SW Vintage Pkwy, Ste. 170, - Special Class C Retail Alcohol License (BW) (Renewal) includes Outdoor Service - Effective January 1, 2024.

3. Flavory LLC, d/b/a Flavory Bistro, 1450 SW Vintage Pkwy, Ste. 160 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective December 31, 2023.
4. Primos Iowa, LLC, d/b/a Lindo Jalisco Mexican Restaurant & Taqueria, 1810 SE White Birch Cir., Ste. 118 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective December 15, 2023.
5. Christiani's Events, LLC, d/b/a Christiani's Events, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective December 8, 2023.
6. Kum & Go, L.C. d/b/a Kum & Go #2212, 965 SE Corporate Woods Dr. - Class E Retail Alcohol License (LE) (NEW) - Tentatively Effective 12/21/2023 PENDING DEPT APPROVALS, FINAL INSPECTION / CERT OF OCCUPANCY.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$53,900.00 with Snyder & Associates, Inc. for construction engineering and property acquisition services associated with the SE Delaware Avenue & SE 54th Street Traffic Signal.

EXECUTIVE SUMMARY:

The City of Ankeny engaged Snyder & Associates, Inc. for the preliminary and final design for the SE Delaware Avenue & SE 54th Street Traffic Signal project. Amendment No. 1 covers the construction engineering and property acquisition services associated with the project's construction in spring 2024.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement, including tasks as material submittal reviews, conducting and documenting the pre-construction meeting and weekly on-site progress meeting, construction staking, observation of key construction activities such as concrete pours for signal foundations and pedestrian ramps, measurement of quantities, preparation of weekly working day reports and pay applications, final walk-through and punch list preparation, certification of final completion and

record drawings. Significant coordination for private utility relocations is also included.

Property acquisition services include preparation of title reports, legal descriptions and acquisition plats and documents, determination of property values, and contact and negotiations with the property owner(s) in good faith efforts to acquire one (1) permanent easement and one (1) temporary easement.

The fee for the construction engineering and property acquisition services is \$53,900.00. The fee for the original Professional Services Agreement was \$69,300.00. The original Agreement is attached for reference. Adding Amendment No. 1 increases the total contract amount to \$123,200.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates in the amount of \$53,900.00 for the SE Delaware Avenue & SE 54th Street Traffic Signal project.

FISCAL IMPACT: No

The project is included in the 2023 - 2027 Capital Improvement Program with design and construction scheduled for 2023. Construction was delayed until spring 2024 to accommodate significant private utility relocations.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$53,900.00 with Snyder & Associates, Inc. construction engineering and property acquisition services associated with the SE Delaware Avenue & SE 54th Street Traffic Signal project and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 6, 2023: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for the preliminary and final design services for the SE Delaware Avenue & SE 54th Street Traffic Signal project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Amendment #1](#)

 [Professional Agreement](#)

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT

This Amendment entered into this 4th day of December, 2023 to the Professional Services Agreement dated February 6, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc. hereinafter referred to as the “PROFESSIONAL”.

This Amendment is for additional Professional Services, including construction administration, observation, and survey at the intersection of SE Delaware Avenue & SE 54th Street, hereinafter referred to as the “PROJECT.”

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

Add the following new section, “Construction Services,” under Scope of Work:

C. CONSTRUCTION SERVICES

The PROFESSIONAL shall provide construction administration and observation services including:

1. CONSTRUCTION ADMINISTRATION/OBSERVATION

- a. Shop drawing and material submittal reviews.
- b. Attendance at a pre-construction meeting and weekly construction meetings. Up to twelve (12) weekly construction meetings are assumed.
- c. One (1) site visit to mark pavement removal limits.
- d. Four (4) on-site visits to observe progress and key construction activities such as signal footing pours.
- e. Conduct final walk-thru and preparation of a punch-list for final acceptance.
- f. The preparation of Partial Pay Applications and Change Orders.
- g. Daily observation/contractor check-in and the preparation of weekly Working Day Reports.
- h. Coordination with Private Utilities regarding conflicts and relocation needs.
- i. Prepare certificate of completion after final completion of construction.

2. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, or additional items not included in this scope will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform the following items:

- a. Provide one set of stakes per construction operation.
 - i. Existing pavement removal limits (25' intervals and points of deflection)
 - ii. Traffic signal poles, hand holes and cabinet (Center locations with offsets and elevations)
 - iii. Intersection approach and median back of curb pavements (Offset hubs staked along the radius and radius points with top slab elevations)
 - iv. Sidewalks and ADA (Single edge offsets and elevations to the sidewalk edge and the landing/turning space corners with elevations)

3. RECORD DRAWINGS

- a. Survey final locations of signal poles, handholes, and conduit paths and provide GPS locations to CLIENT
- b. Prepare set of as-built record drawings

Add the following new section, "Additional Services," under Scope of Work:

D. ADDITIONAL SERVICES

1. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. One (1) title report is anticipated.

2. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and the Iowa Administrative

Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.
- c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.
- d. If not provided by the Client, PROFESSIONAL will submit property values, determined by search of comparable land sales or other approved method, to Client. Client will review and forward written approval of all findings by PROFESSIONAL prior to written offers being presented to land owners.
- e. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.
- f. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- g. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.
- h. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the

PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

- i. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

- a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.
- c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- d. Process Council Roll Calls/Requisitions.
- e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

3. ACQUISITION AND EASEMENT PLATS

The PROFESSIONAL will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the CLIENT for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT is shown below:

- a. Permanent Easement Plats: 1

4. TEMPORARY EASEMENT EXHIBITS

The PROFESSIONAL will provide a Temporary Construction Easement exhibit for each parcel requiring temporary construction easement for the PROJECT. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of exhibit created and as required by the PROJECT. An estimated number of temporary easement exhibits for this PROJECT is shown below:

- a. Temporary Construction Exhibits: 1

I. WORK SCHEDULE

Replace Work Schedule section of Professional Services with the below:

The PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL and will be based on the schedule of construction activities. The project was let on October 31, 2023. The early start date is April 15, 2024 and the late start date is May 13, 2023. The project is a working day project with 60 working days allowed for the substantial completion and 10 working days allowed for the final completion, and the estimated fees are based on that project timeline.

II. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL's Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by written change order, amendment, or supplemental agreement signed by both parties.

BASE AGREEMENT PLUS AMENDMENT 1

B. BASIC ENGINEERING SERVICES

	BASE	AMEND #1	TOTAL
1. Project Administration and Coordination	\$2,700		\$2,700
2. Topographic Survey and Base Drawings	\$6,800		\$6,800
3. Boundary Survey	\$1,900		\$1,900
4. Preliminary Design and Plans	\$14,900		\$14,900
5. Final Design and Plans	\$24,700		\$24,700
6. Franchise Utility Relocations	\$4,100		\$4,100
7. Utility Verification Test Holes	\$10,600		\$10,600
8. Bid Period Assistance	\$3,600		\$3,600
TOTAL	\$69,300	\$0	\$69,300

C. CONSTRUCTION SERVICES

	BASE	AMEND #1	TOTAL
1. Construction Administration/Observation		\$41,000	\$41,000
2. Construction Staking		\$5,000	\$5,000
3. Record Drawings		\$3,000	\$3,000
TOTAL	\$0	\$49,000	\$49,000

D. ADDITIONAL SERVICES

	BASE	AMEND #1	TOTAL
1. Title Certificate		\$500	\$500
2. Right of Way Acquisition		\$3,100	\$3,100
3. Permanent Easement Plat		\$800	\$800
4. Temporary Construction Exhibit		\$500	\$500
TOTAL	\$0	\$4,900	\$4,900

TOTAL BASE AGREEMENT	\$69,300
TOTAL AMENDMENT 1	\$53,900
TOTAL AGREEMENT	\$123,200

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 2023.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska, City Clerk

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Meloi Wallace

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

EXHIBIT C



STANDARD FEE SCHEDULE

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



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 6th day of February, 2023, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: SE Delaware Avenue and SE 54th Street Traffic Signal Project
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

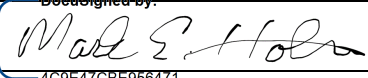
Exhibit B Insurance Requirements

Exhibit

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

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

CITY OF ANKENY, IOWA (Client)

By: 
(Authorized agent)

(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By:  Digitally signed by Mark A. Land, P.E., CFM
Date: 2023.01.31 15:01:03 -06'00'

Mark A. Land, P.E., CFM

(Printed or typed signature)

Route executed copy to: Tony Boes

**EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT**

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The PROJECT includes the signalization of the SE Delaware Avenue and SE 54th Street intersection and a fiber optic communications connection along SE Delaware Ave between SE 54th Street and the Fleet Farm/PDI access. The fiber optic route will be along the east or west side of SE Delaware Avenue based on review of existing utilities and signal cabinet locations.
2. The PROJECT includes replacing the existing curb ramps and sidewalks in all four quadrants of the intersection to comply with ADA requirements and proposed pedestrian pushbutton locations. Existing median noses will be replaced if in conflict with sidewalk cross walks.
3. The PROJECT includes installing an east entrance apron to the existing Right-of-Way for a future development to connect to.
4. Water main, sanitary sewer, and storm sewer work is not anticipated on this PROJECT.

The PROFESSIONAL shall provide Professional Services as described below.

1. Complete topographic and boundary survey for the PROJECT at the intersection of SE Delaware Avenue and SE 54th Street. Coordinate with Iowa One Call to request that private utility companies locate their facilities along the corridor.
2. Design, prepare plans, contract documents, specifications, and perform bid phase assistance, as defined in Article I.B.
3. The construction services for the PROJECT will be completed under a separate Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION
 - a. Monthly progress reports.

- b. Monthly billing reports.
- c. Project coordination for engineering with the CLIENT, and utility companies, as needed.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include that area within the SE Delaware Avenue right-of-way approximately 200' north and south of SE 54th Street. Also, that area within the SE 54th Street right-of-way approximately 200' west of NE Delaware Ave. Additional survey will include approximately 1800' north to the Fleet Farm signal in the area between the outer back of curb and the right-of-way. The side of the right-of-way for this area of survey will be determined after proposed location of fiber is determined.

- h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

NOTE: Contacting Iowa One Call, following Chapter 480 of the Iowa Code will not guarantee that utilities will be located as utilities do not have to be located when requested for survey or by the surveyor's company using a Design Request. In some cases, these requests may be ignored or result in an incomplete response. Additional time and correspondence may be needed, and additional fee required if the Design Request is incomplete and the Client needs better accuracy other than showing the utilities at a general map location.

- j. Rim elevations for existing utility structures will be provided, if accessible. The surveyor will use their experience and judgment in obtaining the inverts, pipe diameter, pipe material and condition of structure obtained by using reasonable survey equipment and visual inspection of the structure. Due to the nature of underground utilities, the surveyor cannot guarantee the accuracy when physical measurements cannot be obtained.

Should it be determined that more investigation of the utility is necessary, the Client shall contact PROFESSIONAL to authorize additional investigation of a specific utility. This may include but not limited to geophysical locating, opening manholes rims that have been paved over/locked down/unable to open, private utilities, entering a structure that is considered a confined space, etc. This service is not included with the base fee amount and will be considered extra services.

3. BOUNDARY SURVEY

Right Of Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys, and section corner certificates; performing a field survey locating existing monuments for the best available evidence needed to re-establish the record right-of-way lines; and graphically show on the construction documents.

4. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL shall perform preliminary design work necessary to further define the project scope and order of magnitude construction costs for the PROJECT. Preliminary design and plan preparation to include:

- a. ADA sidewalk alignments, curb ramp replacements, median nose modifications, east entrance apron and associated pavement markings. Sidewalk and curb ramp vertical design and tabulations to be performed during final design.
- b. Preliminary staging plan. The PROJECT will be staged to maintain one lane of traffic in each direction on SE Delaware Avenue and SE 54th Street.
- c. Preliminary signal layout. Signal layout will take into account future northbound and southbound right turn lane additions.
- d. Right-of-way and temporary construction easement layouts (if necessary).
- e. The PROFESSIONAL shall submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL shall submit an opinion of probable construction costs to the CLIENT with 10% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement.

5. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

- a. Title sheet, general project notes, and typical sections and details (A & B Sheets).

- b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
- c. Roadway plan sheets with construction limits and minimal roadway improvements (D-Sheets).
- d. Removal sheets (F-Sheets).
- e. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).
- f. Existing and proposed (if necessary) right-of-way information (H-Sheets).
- g. Staging and traffic control plans, details, and notes (J-Sheets).
- h. Traffic signal and interconnect plans to include notes, estimated quantities, signal and fiber optic layouts, signal wiring, phasing, detection, and details (N-Sheets).
- i. Pavement marking and signage sheets (PM-Sheets).
- j. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

6. FRANCHISE UTILITY RELOCATIONS

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility. Preliminary and check plans will be provided to appropriate utility companies.

The PROFESSIONAL will work with the CLIENT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

7. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated ten (10) utility test holes. Test holes shall be performed prior to check plan submittal. Service includes coordinating with Contractor on test hole locating and surveying the location of the exposed utilities for design review. Private Contractor will be hired and estimated fees are included in this agreement. These fees may vary due to factors of finding the utility and the existing depth of the utility.

8. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.
- b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROJECT will be bid in one phase with one bid letting. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

II. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. A June or July 2023 project letting is anticipated.

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	\$2,700
2. Topographic Survey and Base Drawings	\$6,800
3. Boundary Survey	\$1,900
4. Preliminary Design and Plans	\$14,900
5. Final Design and Plans	\$24,700
6. Franchise Utility Relocations	\$4,100
7. Utility Verification Test Holes	\$10,600
8. Bid Period Assistance	<u>\$3,600</u>
TOTAL	\$69,300

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

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

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

**EXHIBIT C – STANDARD FEE SCHEDULE
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT**

**SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$123,636.45 to Ace Pipe Cleaning, Inc., for construction services on the Southern Interceptor Inspection project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Southern Interceptor Inspection
Contractor: Ace Pipe Cleaning, Inc.
Address: 6601 Universal Ave, Kansas City, MO, 64120
Finance Budget Code: 550.3550.4210 **Finance Project #** 550.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 11902

Date of Council Meeting: 12/4/23 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 1, 2023 Through: October 31, 2023

Contract Summary

Original Contract Amount:	\$	125,625.00	
Net change by Change Orders:	\$	0 -	
Contract Amount to Date: (line 1 + 2)	\$	125,625.00	
Total completed and stored to date:	\$	123,636.45	
Retainage: 5 % of Completed Work:	\$	0 -	
Total Earned less Retainage:	\$	123,636.45	
Less previous applications for payment:	\$	0 -	
SUBTOTAL	\$		123,636.45

OTHER CHARGES (Attach an itemized list) \$ 0 -

CURRENT PAYMENT DUE \$ 123,636.45

Balance to finish, including retainage: \$ 0 -

Contract Time Remaining (If applicable) 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: Ace Pipe Cleaning, Inc.

Signature: Marianne Madick, Controller **Date:** 11/22/23

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

Signature: **Date:**

City of Ankeny Staff Approval: **Signature:** Donald Clark **Date:** 11/22/23

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:



ACE PIPE CLEANING

A Carylton Company

6601 Universal Avenue • Kansas City, MO 64120
(816) 241-2891 • Fax (816) 241-5054

INVOICE: 148119 Page: 1

Bill

To: CITY OF ANKENY
dclark@ankenyiowa.gov
1210 W PRAIRIE RIDGE DR
ANKENY, IA 50023

Invoice Number 148119
Date 10/31/2023
Our Job No. ANK001-1
Your Reference 550.421
Requisition No. BID
Release No.
Authority DON CLARK
Terms ****NET 30 DAYS****
For Transactions To 10/31/2023

Item/Description

Quantity Unit

Unit Price

Total Price

WORK PERFORMED SEPTEMBER 2023
PROJECT: SOUTHERN INTERCEPTOR INSPECTION
LOCATION: ANKENY, IOWA

MOBILIZATION

1.00 LS

7,500.00

7,500.00

INSPECTION/REPORTS/VIDEO

17,205.40 FT

6.75

116,136.45

Subtotal: 123,636.45
Amount Paid: 0.00
Total: 123,636.45



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #31 in the amount of \$2,766.00 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0203883 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: October 1, 2023 Through: October 31, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	471,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	821,700.00	
Total completed and stored to date:	\$	808,962.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	808,962.94	
Less previous applications for payment:	\$	806,196.94	
SUBTOTAL	\$		2,766.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,766.00

Balance to finish, including retainage: \$ 12,737.06

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: FOX Strand

Firm Name

Steven J. Troyer, P.E.

November 14, 2023

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
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Previous Applications for Payment

No.	Date	Amount
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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 \$ 806,196.94



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

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

November 9, 2023
Project No: 7020.001
Invoice No: 0203883

Professional Services: October 1, 2023 through October 31, 2023

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 Fee	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 Fee	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.

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0203883
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		277,500.00		
Percent Complete		97.00	Total Earned	269,175.00
			Previous Fee Billing	267,300.00
			Current Fee Billing	1,875.00
		Total Fee		1,875.00
		Total this Project		\$1,875.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		891.00
		Total this Project		\$891.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0203883
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$2,766.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: November 6, 2023

TO: Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the October 2023 billing period. Time was spent this period on construction administration correspondence with the contractor and preparing the generator air quality construction permit application.

If you have questions or concerns, please contact me. Thank you.


Steven J. Troyer, P.E., BCEE, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #7 in the amount of \$17,500.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 1, 2023 Through: October 31, 2023

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	164,634.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	164,634.75	
Less previous applications for payment:	\$	147,134.75	
SUBTOTAL	\$		17,500.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 17,500.00

Balance to finish, including retainage: \$ 39,365.25

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:

FOX Strand

Firm Name

Mitchell Holtz, P.E.

November 14, 2023

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

Date Printed: 11/14/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2023	\$ 12,436.75
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6	October 11, 2023	\$ 36,237.50
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Previous Applications for Payment

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TOTAL \$ 147,134.75

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: _____
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

November 13, 2023
Project No: 7020.013
Invoice No: 0204449

Professional Services: October 1, 2023 through October 31, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee		175,000.00		
Percent Complete	80.00	Total Earned	140,000.00	
		Previous Fee Billing	122,500.00	
		Current Fee Billing	17,500.00	
		Total Fee		17,500.00
		Total this Project		\$17,500.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
		Total this Project		0.00
		Total this Invoice		\$17,500.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 1

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

STATUS REPORT

DATE: November 9, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013, 7020.014

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the month of October, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand continued with design for the project.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - No work in October.

Let me know if you have any questions or concerns.

A blue ink signature of Mitch Holtz, P.E., written over a horizontal line.

Mitch Holtz, P.E.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$26,000.65 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200 Johnston, IA 50131
Finance Budget Code: 998.3998.4210 **Finance Project #:** 998.4210
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 7, 2022 **Vendor Account #:** 5513

Date of Council Meeting: December 4, 2023 **Payment Application #:** 12

Payment Period: From: September 30, 2023 Through: October 27, 2023

Contract Summary:

Original Contract Amount:	\$	355,700.00	
Net Change by Change Orders:	\$	473,813.00	
Contract Amount to Date: (line 1 ± 2)	\$	829,513.00	
Total Completed and Stored to Date:	\$	541,312.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	541,312.43	
Less Previous Applications for Payment:	\$	515,311.78	
SUBTOTAL:	\$	26,000.65	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 26,000.65

Balance to Finish, Including Retainage: \$ 288,200.57

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature _____ Date November 14, 2023

City of Ankeny Staff Approval:
Signature _____ Date 11/22/2023

Submit to: Jim Haberichter
E-mail: jhaberichter@Ankenylowa.gov **Phone Number:** 515-963-3536

Date Printed: 11/14/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	4/18/22	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11	November 6, 2023	\$ 74,065.26
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 515,311.78

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
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CHANGE ORDER TOTAL = \$ 473,813.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1846

▷ HRGREEN.COM

November 14, 2023

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and
SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

Dear Jim:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	168737
Period covered by invoice	9/30/23 – 10/27/23
Amount this invoice	\$26,000.65
Total billings to date, including this invoice	\$527,129.18
Contract maximum fee	\$829,513.00
% of Contract billed to date	63.55%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Project visits and reviews by Engineer
- Project management

Comments:

- None at this time

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

City of Ankeny, IA
220 West 1st Street
Ankeny, IA 50023

November 08, 2023
Project No: 210345.02
Invoice No: 168737
Invoice Total: \$26,000.65

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through October 27, 2023

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	18.00	3,960.00	
Professional	15.50	2,791.25	
Field Personnel	154.50	17,762.50	
Admin Coordinator	1.00	127.00	
Totals	189.00	24,640.75	
Total Labor			24,640.75

Consultants

Terracon Consultants, Inc.			
10/11/2023	Terracon Consultants, Inc.	Materials Testing	623.88
	Total Consultants		623.88
			623.88

Unit Charges

Mileage 0.625	617.50	
Mileage 0.655	8.52	
Total Unit Charges	626.02	626.02

Total this Phase \$25,890.65

Phase 12.0 Construction Phase Services - Fiber Optic

Professional Personnel

	Hours	Amount	
Professional	.50	110.00	
Totals	.50	110.00	
Total Labor			110.00

Total this Phase \$110.00

Billing Limits

	Current	Prior	To-Date
Total Billings	26,000.65	129,091.89	155,092.54
Limit			443,313.00
Remaining			288,220.46

Total this Invoice \$26,000.65



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$4,823.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment Application #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan
Contractor: JEO Consulting Group, Inc.
Address: 1937 N. Chestnut Street, Wahoo, NE 68066
Finance Budget Code: 260.3265.4210 Finance Project #: NA
Vendor Project #: 222064 Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: November 20, 2023 *Dec 4, 2023*

Payment Application #: 7

Payment Period: From: September 16, 2023 Through: October 13, 2023

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	144,245.29	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	144,245.29	
Less Previous Applications for Payment:	\$	139,421.54	
SUBTOTAL:	\$	4,823.75	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	4,823.75	
Balance to Finish, Including Retainage:	\$	125,154.71	
Contract Time Remaining:	NA	----	

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

Construction Contractor Approval: _____

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 10/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
6	October 16, 2023	\$ 29,206.25
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 139,421.54

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



Monthly Progress Report

DATE PREPARED | 10/27/23
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/22
AGREEMENT NTP | 2/20/22
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Development of public engagement phase 2 information and website updates
- Project progress meetings
- Conduct city council / officials one-on-one meetings and summary information
- Finalization of draft existing and future conditions analysis and reporting.
- Finalization of Goals and Objectives statements for plan
- Mapping and information summaries for CIP

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Public Engagement – Phase 2 activities and events
- Review of financial budgets and analysis for transportation programs
- Work on future needs projects/programs

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.



Engineering | Architecture | Surveying | Planning

Invoice

October 30, 2023

Project No: R222064.00

Invoice No: 145603

Invoice Amount: 4,823.75

Leslie Hart
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through October 13, 2023

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	56%	\$19,281.25	\$17,483.75	\$1,797.50
Current and Future Transportation Conditions	\$54,150.00	85%	\$46,289.50	\$46,289.50	0.00
Public Engagement and Stakeholder Input	\$56,200.00	69%	\$38,726.25	\$36,552.50	\$2,173.75
Goals, Objectives, and Action Steps	\$29,750.00	83%	\$24,544.00	\$24,544.00	0.00
Alternatives Analysis & Prioritization	\$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	\$40,100.00	36%	\$14,306.50	\$13,454.00	\$852.50
Direct Costs	\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
Total	\$269,400.00		\$144,245.29	\$139,421.54	\$4,823.75
Total Amount Due Upon Receipt :					\$4,823.75

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$15,053.50 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Vintage Business Park North Lake and Saylor Creek Repairs
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 680.3680.4210 Finance Project #: 680.4210
Vendor Project #: 23035 Purchase Order #:
Original Contract Date: August 7, 2023 Vendor Account #: 3164

Date of Council Meeting: December 4, 2023 Payment Application #: 2

Payment Period: From: September 1, 2023 Through: October 31, 2023

Contract Summary:

Original Contract Amount: \$ 94,900.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 94,900.00

Total Completed and Stored to Date: \$ 52,830.75
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 52,830.75
Less Previous Applications for Payment: \$ 37,777.25
SUBTOTAL: \$ 15,053.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 15,053.50

Balance to Finish, Including Retainage: \$ 42,069.25

Contract Time Remaining: - #

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

Construction Contractor Approval: Nilles Associates, Inc.

Firm Name

Signature [Signature]

Date 11/19/2023

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature Becky Ford

Date 11/20/2023

Submit to: Becky Ford

E-mail: BFord@Ankenylowa.gov

Phone Number: 515-963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	September 18, 2023	\$ 37,777.25
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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: _____
Construction Start Date: _____

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 37,777.25



1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Becky Ford
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 11/10/2023
Billing Period 09/01/23-10/31/23

Invoice No: 23035.02
Project No: 23035

**Project: Vintage Business Park North Lake
and Saylor Creek Repairs**

Basic Services:	Hours	Rate	Amount	Current
Engineer VI	29.0	\$171.00	\$4,959.00	
Engineer V	38.0	\$154.00	\$5,852.00	
Technician VI	19.5	\$131.00	\$2,554.50	
Technician IV	16.0	\$105.50	<u>\$1,688.00</u>	
		Subtotal:	\$15,053.50	\$15,053.50
		Previous Invoices:	<u>\$37,777.25</u>	
		Total to Date:	\$52,830.75	

Contract Amount: \$ 94,900.00
Amount Remaining: \$ 42,069.25

Total Due this Invoice: \$15,053.50

Thank You for Your Business



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #16 in the amount of \$43,223.44 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: October 1, 2023 Through: October 28, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	391,167.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	391,167.25	
Less previous applications for payment:	\$	347,943.81	
SUBTOTAL	\$	43,223.44	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 43,223.44

Balance to finish, including retainage: \$ 48,232.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature Date

City of Ankeny Staff Approval:

Signature Date 11/14/23

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
11	July 7, 2023	\$ 9,158.72
12	August 7, 2023	\$ 32,533.25
13	September 5, 2023	\$ 19,187.93
14	October 2, 2023	\$ 37,082.15
15	November 6, 2023	\$ 30,627.26
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 347,943.81

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
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TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Invoice

Invoice Number: 456492

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$43,223.44

Due Date	08-DEC-23
Invoice Date	08-NOV-23
Bill Through Date	28-OCT-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 5.0 - Construction Administration**Direct**

Personnel	Hours	Amount
Project Engineer	0.25	\$37.38
Senior Admin Assistant	0.25	\$31.01
	0.50	\$68.39

Task: 5.0 Total: \$68.39

Task: 6.0 - Construction Observation**Direct**

Personnel	Hours	Amount
Project Engineer	14.75	\$2,262.83
Senior Project Engineer	79.00	\$17,010.93



Invoice

Invoice Number: **456492**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 6.0 - Construction Observation

Personnel	Hours	Amount
Senior Project Manager	3.50	\$856.80
Staff Engineer	185.75	\$22,510.99
	283.00	\$42,641.55

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$513.50
	\$513.50

Task: 6.0 Total: **\$43,155.05**

Invoice total \$43,223.44

Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$43,223.44	\$347,943.81	\$391,167.25



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #31 in the amount of \$997.50 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 12/4/2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: 07/24/23 through: 11/19/23

Contract Summary

Original Contract Amount:	\$	154,900.00	
Net change by Change Orders: Amd #1/Amd #2 #3	\$	390,020.00	
Contract Amount to Date: (line 1 ± 2)	\$	544,920.00	
Total completed and stored to date:	\$	541,222.72	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	541,222.72	
Less previous applications for payment:	\$	540,225.22	
SUBTOTAL	\$		997.50

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 997.50

Balance to finish, including retainage: \$ 3,697.28

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Jim Haberichter

Email: jhaberichter@ankenyiowa.gov **Phone:** 515-965-6400 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
22	5/24/2022	\$ 19,841.08
23	6/22/2022	\$ 20,377.48
24	7/21/2022	\$ 18,475.70
25	8/24/2022	\$ 12,963.77
26	9/22/2022	\$ 6,297.63
27	10/26/2022	\$ 1,622.75
28	1/25/2023	\$ 5,168.00
29	6/21/2023	\$ 1,230.50
30	7/26/2023	\$ 6,805.75
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TOTAL \$ 540,225.22

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
3	7/17/2023	\$ 11,500.00
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TOTAL		\$ <u>390,020.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	
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 22, 2023

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

Invoice No: 120.0274.01 - 31

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through November 19, 2023

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	22,375.58	22,375.58	0.00

Basic Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	238,360.32	238,360.32	0.00

Construction Services

	Hours	Rate	Amount
Sr. Engineer	5.25	190.00	997.50
Total Services	5.25		997.50
Total Services			997.50
Phase Subtotal			\$997.50

	Total	Prior	Current
Billings to Date	242,742.72	241,745.22	997.50

Outside SubConsultant Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	31,576.00	31,576.00	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	997.50	540,225.22	541,222.72
Limit			544,920.00
Remaining			3,697.28

Amount Due this Invoice \$997.50

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

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

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo			Invoice	31
		Total	Prior	Current		
Billings to Date		541,222.72	540,225.22	997.50		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



November 21, 2023

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 31
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the thirty-first progress report for the above-referenced project and covers work through November 19, 2023. Work through this period includes project closeout documentation, final forms packet, and project management. Services for this project are complete and we appreciate the opportunity to provide continued engineering services to the City of Ankeny.

Should you have any questions on this update, please feel free to contact me. We will attend the December 4, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #33 in the amount of \$8,492.66 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #33

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 **Finance Project Code:** 629.4210
Finance Budget Code: 688.3688.4210 **Finance Project Code:** 688.4210
Vendor Project or Invoice #: 120.1113.01 **PO #**
Original Contract Date: January 4, 2021 **Vendor #** 990

Date of Council Meeting 12/4/2023 **PAYMENT REQUEST #** 33
PAYMENT PERIOD: From: 10/23/23 through: 11/19/23

Contract Summary

Original Contract Amount:	\$	103,800.00
Net change by Change Orders: Amd #1/2	\$	598,900.00
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00
Total completed and stored to date:	\$	526,838.95
Retainage: <u>0</u> % of Completed Work:	\$	-
Total Earned less Retainage:	\$	526,838.95
Less previous applications for payment:	\$	518,346.29
SUBTOTAL	\$	8,492.66

OTHER CHARGES (Please attach an itemized list) \$ -

Current Payment Due - Division 1 (629.4210) \$ 8,492.66
Current Payment Due - Division 2 (688.4210)

CURRENT PAYMENT DUE \$ 8,492.66

Balance to finish, including retainage: \$ 175,861.05

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature [Signature] Date 11/22/23

City of Ankeny Staff Approval

Signature [Signature] Date 11/22/23

Submit to: Don Clark

Email: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
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TOTAL \$ 518,346.29

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ <u>598,900.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 22, 2023

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

Invoice No: 120.1113.01 - 33

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through November 19, 2023

Prelim Services

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	95,183.76	95,183.76	0.00	

Design Services Amendment 1

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	82,836.00	82,836.00	0.00	

Design Services Amendment 2 (Division 1)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	138,769.18	138,769.18	0.00	

Design Services Amendment 2 (Division 2)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	20,792.00	20,792.00	0.00	

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.50	229.00	572.50	
Sr. Engineer	15.50	198.00	3,069.00	
Technician VIII	1.50	123.00	184.50	
Technician V	49.50	92.00	4,554.00	
Total Services	69.00		8,380.00	8,380.00

Fleet Mileage

112.66

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

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

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	33
Phase Subtotal					\$8,492.66	
Billings to Date	Total	Prior	Current			
	150,390.91	141,898.25	8,492.66			
Construction Services Div 2						
Phase Subtotal					0.00	
Billings to Date	Total	Prior	Current			
	38,867.10	38,867.10	0.00			
Billing Limits		Current	Prior	To-Date		
Total Billings		8,492.66	518,346.29	526,838.95		
Limit				702,700.00		
Remaining				175,861.05		
Amount Due this Invoice					<u>\$8,492.66</u>	
Billings to Date	Total	Prior	Current			
	526,838.95	518,346.29	8,492.66			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



November 22, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 33
S&A PROJECT NO. 120.1113.01

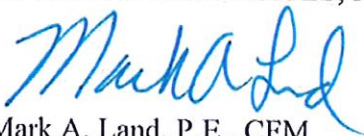
Mr. Clark:

This is the thirty-third progress report for the above referenced project and covers work through November 19, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, AIS documentation review, construction observation and reporting, and construction review of Division I work completion. This invoice of \$ 8,492.66 represents the completion of about 75% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the December 4, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.


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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$40,757.61 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

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 4, 2023 Payment Application #: 2

Payment Period: From: October 23, 2023 Through: November 19, 2023

Contract Summary:

Original Contract Amount:	\$	282,300.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	282,300.00	
Total Completed and Stored to Date:	\$	117,437.06	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	117,437.06	
Less Previous Applications for Payment:	\$	76,679.45	
SUBTOTAL:	\$		40,757.61

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 40,757.61

Balance to Finish, Including Retainage: \$ 164,862.94

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

Date Printed: 11/22/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 76,679.45

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: 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 21, 2023

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

Invoice No: 123.0584.01 - 2

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through November 19, 2023

Basic Services

	Hours	Rate	Amount
Principal Engineer II	8.25	245.00	2,021.25
Principal Engineer I	11.00	230.00	2,530.00
Land Surveyor VIII	6.75	192.00	1,296.00
Engineer VIII	58.50	192.00	11,232.00
Lead Technician	2.00	146.00	292.00
Technician VII	20.50	120.00	2,460.00
Technician III	116.00	80.00	9,280.00
Technician II	125.50	73.00	9,161.50
Total Services	348.50		38,272.75
Total Services			38,272.75

Fleet Mileage

21.62

Billing Limits

	Current	Prior	To-Date
Total Billings	38,294.37	76,679.45	114,973.82
Limit			232,600.00
Remaining			117,626.18

Phase Subtotal \$38,294.37

Additional Services

	Hours	Rate	Amount
Principal Environmental Scientist I	2.00	230.00	460.00
Right-of-Way Agent II	2.50	123.00	307.50
Archaeologist V	10.50	161.00	1,690.50
Total Services	15.00		2,458.00
Total Services			2,458.00

Fleet Mileage

5.24

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

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

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt	Invoice	2
Billing Limits		Current	Prior	To-Date
Total Billings		2,463.24	0.00	2,463.24
Limit				49,700.00
Remaining				47,236.76
			Phase Subtotal	\$2,463.24
			Amount Due this Invoice	<u>\$40,757.61</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



November 21, 2023

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. 2
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the second progress report for the above referenced project and covers work through November 19, 2023. Our work through this period includes the following:

- Preliminary transportation, traffic, and landscaping design
- Project Management Team (PMT) meeting #2
- Project Management Team (PMT) meeting #3
- Preparing Concept Statement
- Beginning title report research, environmental services, potholing services, franchise utility coordination

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 4, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #32 in the amount of \$51,000.00 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 12/4/2023 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: 06/19/23 through: 11/19/23

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2/3	\$	617,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	667,950.00	
Total completed and stored to date:	\$	667,241.98	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	667,241.98	
Less previous applications for payment:	\$	616,241.98	
SUBTOTAL	\$		51,000.00

OTHER CHARGES (Please attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 51,000.00

Balance to finish, including retainage: \$ 708.02

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:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
23	10/25/2022	\$ 26,221.65
24	11/22/2022	\$ 20,405.13
25	12/20/2022	\$ 17,715.89
26	1/25/2023	\$ 5,660.60
27	2/22/2023	\$ 3,886.38
28	3/22/2023	\$ 6,494.93
29	4/18/2023	\$ 18,725.83
30	5/25/2023	\$ 20,769.13
31	6/21/2023	\$ 15,401.80
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TOTAL \$ 616,241.98

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
3	11/20/2023	\$ 51,000.00
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TOTAL		\$ 617,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



November 21, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 32 (FINAL)
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the thirty-second and final progress report for the above referenced project and covers work through November 19, 2023. Our work through this period includes construction services that consist of construction administration, construction observation, construction staking, and record drawings.

The Contractor has completed construction and fully addressed all punch list items. The XYZ file, as built drawings, monument preservation certificates, final payment application and change order, and letter recommending project acceptance have all been submitted to the City. The Project was accepted at the November 20, 2023, Council Meeting.

We appreciate the opportunity to work 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 4, 2023, council meeting 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 22, 2023

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

Invoice No: 120.1005.01 - 32

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through November 19, 2023

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00
Billings to Date	Total 309,199.66	Prior 309,199.66	Current 0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	61,542.32	61,542.32
Limit			62,250.00
Remaining			707.68
Phase Subtotal			0.00
Billings to Date	Total 61,542.32	Prior 61,542.32	Current 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.75	229.00	171.75
Land Surveyor VIII	2.50	181.00	452.50
Engineer VIII	12.00	181.00	2,172.00
Project Manager VI	4.00	163.00	652.00
Engineer IV	33.75	141.00	4,758.75
Land Surveyor II	6.00	116.00	696.00
Lead Technician	18.50	138.00	2,553.00
Technician VIII	2.25	123.00	276.75
Technician VII	22.25	113.00	2,514.25
Technician VI	22.25	102.00	2,269.50
Technician V	234.00	92.00	21,528.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 1727 SW Snyder Blvd | Ankeny, IA 50022

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

Federal E.I.N. 42-1379015

SNYDER ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWAshDrtoNAnkBlvd		Invoice	32
Technician III		95.50	75.00	7,162.50	
Technician II		70.50	69.00	4,864.50	
Administrative II		1.25	71.00	88.75	
Total Services		525.50		50,160.25	
Total Services					50,160.25
Employee Mileage				76.72	
Submittal Fees				55.79	
Total Expenses					132.51
Fleet Mileage					707.42
Billing Limits		Current	Prior	To-Date	
Total Billings		51,000.18	245,500.00	296,500.18	
Limit				296,500.00	
Adjustment					-.18
				Phase Subtotal	\$51,000.00
Billings to Date	Total	Prior	Current		
	296,500.00	245,500.00	51,000.00		
Amount Due this Invoice					<u>\$51,000.00</u>
Billings to Date	Total	Prior	Current		
	667,241.98	616,241.98	51,000.00		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #28 in the amount of \$26,456.79 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #28

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 12/4/2023 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 10/23/23 through: 11/19/23

Contract Summary

Original Contract Amount:	\$	<u>250,000.00</u>	
Net change by Change Orders: Amd #1&2	\$	<u>1,227,290.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>1,477,290.00</u>	
Total completed and stored to date:	\$	<u>1,055,066.72</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>1,055,066.72</u>	
Less previous applications for payment:	\$	<u>1,028,609.93</u>	
SUBTOTAL	\$		<u>26,456.79</u>

CURRENT PAYMENT DUE

Balance to finish, including retainage: \$ 422,223.28

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Adam Lust
Email: alust@ankenyiowa.gov Phone: 515-963-3537 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
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TOTAL \$ 1,028,609.93

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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 21, 2023

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. 28
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-eighth progress report for the above referenced project and covers work through November 19, 2023. Our work through this period includes construction services for the project including coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, and construction observation, record drawings, and monument preservation.

Year 1 construction is now complete. There are just a handful of punch list items left for Year 1 construction that we will continue to monitor. We will prepare a final payment application and change order to complete the Year 1 work so we can start fresh for Year 2. We have submitted all post construction documents to the City. A second pre-construction meeting will be scheduled in February/March of 2024.

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 4, 2023, council meeting 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.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 21, 2023

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

Invoice No: 121.0695.01 - 28

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through November 19, 2023

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	.25	245.00	61.25
Principal Engineer I	5.50	230.00	1,265.00
Land Surveyor VIII	2.25	192.00	432.00
Engineer VIII	9.00	192.00	1,728.00
Project Manager VI	1.00	173.00	173.00
Engineer V	7.00	161.00	1,127.00
Engineer IV	.25	149.00	37.25
Land Surveyor II	12.00	123.00	1,476.00
Engineer I	62.00	109.00	6,758.00
Technician VIII	4.50	130.00	585.00
Technician VII	8.00	120.00	960.00
Technician III	7.75	80.00	620.00
Technician II	125.50	73.00	9,161.50
Total Services	245.00		24,384.00
Total Services			24,384.00

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	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St	Invoice	28
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Construction Materials Testing (CMT)

11/3/2023	Construction Materials Testing Cylinder breaks (CMT)	2,042.00	
	Total Consultants		2,042.00

Employee Mileage	9.83	
Total Expenses		9.83

Fleet Mileage			20.96
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Billing Limits	Current	Prior	To-Date
Total Billings	26,456.79	263,120.26	289,577.05
Limit			711,800.00
Remaining			422,222.95
	Phase Subtotal		\$26,456.79

Amount Due this Invoice **\$26,456.79**

	Total	Prior	Current
Billings to Date	1,055,066.72	1,028,609.93	26,456.79

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$5,541.66 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements Ph 3
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 #: 119.0975.01C Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: December 4, 2023 Payment Application #: 6

Payment Period: From: October 23, 2023 Through: November 19, 2023

Contract Summary:

Original Contract Amount:	\$	72,350.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	72,350.00	
Total Completed and Stored to Date:	\$	67,132.41	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	67,132.41	
Less Previous Applications for Payment:	\$	61,590.75	
SUBTOTAL:	\$	5,541.66	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,541.66

Balance to Finish, Including Retainage: \$ 5,217.59

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: mgrgurich@ankenyiowa.gov

Phone Number: 515-965-6400

Date Printed: 11/22/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 21, 2023	\$ 5,378.00
2	July 26, 2023	\$ 25,783.30
3	August 23, 2023	\$ 14,504.50
4	September 20, 2023	\$ 7,558.75
5	October 25, 2023	\$ 8,366.20
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 61,590.75

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



November 21, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3
PROGRESS REPORT NO. 6
S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the sixth progress report for the above referenced project and covers work through November 19, 2023. Our work through this period includes Phase 3 final design, franchise utility coordination, and preparing for, attending, and completing the bid letting. This next month we will coordinate with the Contractor, as needed, and work with the City on a Construction Services amendment.

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 4, 2023, 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 21, 2023

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

Invoice No: 119.0975.01C - 6

Finance Budget
610.3610.4210/650.3650.4210/963.3963.4210
Finance Project 610.4210/650.4210/963.4210
Vendor 990

Email

Project 119.0975.01C NW Northlawn Area Utility Improvements Ph 3

Professional Services through November 19, 2023

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Engineer VIII	24.00	192.00	4,608.00	
Technician VI	6.50	108.00	702.00	
Administrative II	1.50	75.00	112.50	
Total Services	32.25		5,483.75	
Total Services				5,483.75
Advertising/Legals			31.92	
Postage/Freight/Delivery			25.99	
Total Expenses			57.91	57.91
Billing Limits	Current	Prior	To-Date	
Total Billings	5,541.66	61,590.75	67,132.41	
Limit			72,350.00	
Remaining			5,217.59	

Amount Due this Invoice \$5,541.66

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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

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



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$3,304.81 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: October 23, 2023 Through: November 19, 2023

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	69,300.00	
Total completed and stored to date:	\$	69,291.18	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	69,291.18	
Less previous applications for payment:	\$	65,986.37	
SUBTOTAL			\$ 3,304.81

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,304.81

Balance to finish, including retainage: \$ 8.82

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Snyder & Associates Inc

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lhart@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6	October 25, 2023	\$ 6,292.28
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 65,986.37

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: 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 21, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 7
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the seventh invoice for the above referenced project, for work performed through November 19, 2023. Services performed since the last progress report included the following:

- Prepared amendment for construction and ROW services
- Attended bid opening and prepared bid tabulation
- Coordinated with apparent low bidder to sign contract documents
- Utility coordination with various franchise utilities to start relocation processes as needed
- Survey of utility locates and test holes

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 4, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Land', is written over the printed name.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 21, 2023

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

Invoice No: 123.0251.01 - 7

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through November 19, 2023

Basic Services

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.50	198.00	297.00
Land Surveyor VIII	.75	181.00	135.75
Engineer IV	13.50	141.00	1,903.50
Technician VII	1.50	113.00	169.50
Technician VI	4.50	102.00	459.00
Technician II	2.50	69.00	172.50
Technician I	1.50	60.00	90.00
Administrative II	1.00	71.00	71.00
Total Services	26.75		3,298.25
			3,298.25

Fleet Mileage

6.56

Phase Subtotal \$3,304.81

Billing Limits

	Current	Prior	To-Date
Total Billings	3,304.81	65,986.37	69,291.18
Limit			69,300.00
Remaining			8.82

Amount Due this Invoice \$3,304.81

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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

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



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$13,585.92 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0135.01 **PO #** N/A
Original Contract Date: January 3, 2023 **Vendor #** 990

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: October 23, 2023 Through: November 19, 2023

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	74,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	116,200.00	
Total completed and stored to date:	\$	107,236.21	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	107,236.21	
Less previous applications for payment:	\$	93,650.29	
SUBTOTAL	\$		13,585.92

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,585.92

Balance to finish, including retainage: \$ 8,963.79

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lbubke@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
4	April 18, 2023	\$ 9,392.75
5	August 23, 2023	\$ 31,350.18
6	September 20, 2023	\$ 9,318.02
7	October 25, 2023	\$ 11,282.09
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 93,650.29

Record of Change Orders

No.	Date	Amount
1	August 7, 2023	\$ 74,500.00
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CHANGE ORDER TOTAL = \$ 74,500.00

Contract Time Remaining

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

Substantial Completion

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

Full Completion

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



November 21, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 8
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the eighth invoice for the above referenced project, for work performed through November 19, 2023. Services performed since the last progress report included the following:

- Attended weekly construction meetings
- Performed construction observation and survey services
- Measured quantities and prepared pay application for work performed in October
- Coordination regarding utility conflicts and constructability

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 4, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 21, 2023

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

Invoice No: 123.0135.01 - 8

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through November 19, 2023

Basic Services
Hourly Services

	Hours	Rate	Amount
Engineer IV	.50	141.00	70.50
Total Services	.50		70.50
			70.50
		Phase Subtotal	\$70.50

Construction Services
Hourly Services

	Hours	Rate	Amount
Sr. Engineer	1.75	210.00	367.50
Project Manager VI	2.00	173.00	346.00
Engineer IV	15.75	149.00	2,346.75
Engineer I	1.00	109.00	109.00
Technician VII	72.50	120.00	8,700.00
Technician VI	5.00	108.00	540.00
Technician II	11.25	73.00	821.25
Technician I	3.50	64.00	224.00
Total Services	112.75		13,454.50
			13,454.50

Fleet Mileage

			60.92
		Phase Subtotal	\$13,515.42

Billing Limits	Current	Prior	To-Date
Total Billings	13,585.92	93,650.29	107,236.21
Limit			116,200.00
Remaining			8,963.79

Amount Due this Invoice \$13,585.92

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	123.0135.01	Ank-SEOralaborRdSECreekviewDrTrafficSign	Invoice	8
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$35,944.74 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: December 4, 2023 Payment Application #: 7

Payment Period: From: October 23, 2023 Through: November 19, 2023

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	301,056.45	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	301,056.45	
Less Previous Applications for Payment:	\$	265,111.71	
SUBTOTAL:	\$	35,944.74	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 35,944.74

Balance to Finish, Including Retainage: \$ 196,643.55

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:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6	October 26, 2023	\$ 60,080.29
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 265,111.71



November 22, 2023

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 07
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the seventh progress report for the above referenced project and covers services through November 19, 2023. Work through this period includes topographic survey, additional traffic study evaluation, preliminary alignment, geometry, and profile design, staging concepts, drainage design, sanitary sewer design, water main design, Field Exam (D2) meeting and site walk-through, utility accommodation and coordination, Phase 1 ESA, and project management tasks. Work anticipated in the next month includes utility coordination, Field Exam (D2) finalization, D5 (ROW design) tasks, and project management tasks.

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 be in attendance at the December 4, 2023 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

November 22, 2023

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

Invoice No: 123.0680.01 - 7

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through November 19, 2023

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Sr. Engineer	6.25	210.00	1,312.50	
Land Surveyor VIII	3.25	192.00	624.00	
Engineer I	14.00	109.00	1,526.00	
Technician VII	10.00	120.00	1,200.00	
Technician VI	3.00	108.00	324.00	
Technician II	8.00	73.00	584.00	
Technician I	2.50	64.00	160.00	
Total Services	47.25		5,791.75	5,791.75

Spack Solutions, Inc.				
11/13/2023	Spack Solutions, Inc.	Traffic Counts	80.00	
	Total Consultants		80.00	80.00

Fleet Mileage 7.21

Phase Subtotal \$5,878.96

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer I	8.00	230.00	1,840.00	
Sr. Engineer	26.00	210.00	5,460.00	
Engineer III	24.75	137.00	3,390.75	
Engineer I	102.00	109.00	11,118.00	
Technician VII	59.25	120.00	7,110.00	
Total Services	220.00		28,918.75	28,918.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny, IA 50022

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

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	7
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Fleet Mileage

17.03

Phase Subtotal \$28,935.78

Additional Services

Hourly Services

	Hours	Rate	Amount	
Principal Environmental Scientist I	4.00	230.00	920.00	
Land Surveyor VIII	.25	192.00	48.00	
Technician VI	1.50	108.00	162.00	
Total Services	5.75		1,130.00	1,130.00
			Phase Subtotal	\$1,130.00

NEPA Documentation

NEPA Documentation

Task Subtotal 0.00

Phase Subtotal 0.00

Billing Limits	Current	Prior	To-Date
Total Billings	35,944.74	265,111.71	301,056.45
Limit			497,700.00
Remaining			196,643.55

Amount Due this Invoice \$35,944.74

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the December 4, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

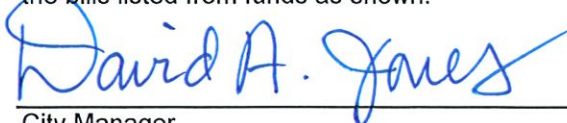
Click to download
 AP Recap
 AP Check Report

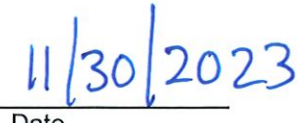
**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
DECEMBER 4, 2023**

Fund		PAYMENTS
100	General Fund	\$ 203,163.24
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	3,287.98
240	Parks Improvements	6,331.89
250	Police Gift Fund	-
260	Road Use Tax Fund	98,925.35
270	Seizure Fund	-
280	Tax Increment Financing Fund	100,904.00
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	305.27
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	-
510	Water Fund	89,054.93
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	134,072.81
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	7,403.11
590	Golf Course Fund	12,265.44
600-699	Enterprise Project Funds	693,880.04
710	Revolving Fund	5,468.11
720	Risk Management Fund	56,504.57
730	Health Insurance Fund	9,924.53
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	423,980.19
	Sub Total	\$ 1,845,471.46
	Payroll Totals	1,832,285.69
	Service Transfers/ACH Drafts	(206,207.62)
	Agenda Payments Approved Separately	(548,029.04)
	Grand Total	<u>\$ 2,923,520.49</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:11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	12/04/2023			245961		
C-CHECK	VOID CHECK	V	12/04/2023			245962		
C-CHECK	VOID CHECK	V	12/04/2023			245963		
C-CHECK	VOID CHECK	V	12/04/2023			245964		
C-CHECK	VOID CHECK	V	12/04/2023			245965		

* * 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:	5 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: TOTALS:	5	0.00	0.00	0.00
BANK: TOTALS:	5	0.00	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK		INVOICE AMOUNT	DISCOUNT	CHECK	CHECK	CHECK
			DATE				NO	STATUS	AMOUNT
008711	BRIAN A STEINFELDT								
I-231076	10/25/23 HIGH PROFILE	R	12/04/2023		212.25		245944		
I-231177	11/4-11/10/23 SOUTH ZONE MOW	R	12/04/2023		4,644.54		245944		
I-231178	11/13/23 NORTH ZONE MOW	R	12/04/2023		5,306.72		245944		
I-231179	11/4-11/10/23 HIGH PROFILE	R	12/04/2023		2,907.87		245944		13,071.38
	*** VENDOR TOTALS ***						1 CHECKS		13,071.38
000164	G & S HARDWARE INC								
I-209319/2	HEX KEY - KL	R	12/04/2023		5.99		245945		
I-209348/2	STRAPS- KL	R	12/04/2023		5.96		245945		
I-209424/2	FASTENERS/NUTS/BOLTS-PRSC	R	12/04/2023		16.72		245945		
I-209435/2	FASTENERS/WASHERS-PW	R	12/04/2023		19.50		245945		
I-209436/2	SNOW MNT KIT/PUSHER/PARTS-PKS	R	12/04/2023		296.94		245945		345.11
	*** VENDOR TOTALS ***						1 CHECKS		345.11
011902	ACE PIPE CLEANING, INC.								
I-148119 #1 FINAL	PAY 1 STHRN INTRCPTR INSPCTN	E	12/06/2023		123,636.45		008420		123,636.45
	*** VENDOR TOTALS ***						1 CHECKS		123,636.45
000226	AIRGAS NORTH CENTRAL INC								
I-5502893872	WELDING RENTALS- PKS	R	12/04/2023		2.02		245946		
I-5502893873	CYLINDER RENTALS - MU	R	12/04/2023		4.03		245946		
I-5502893874	CYLINDER RENTALS - FD	R	12/04/2023		99.58		245946		
I-9143882166	OXYGEN - FD	R	12/04/2023		18.60		245946		
I-9143969022	WELDING SUPPLIES-PKS	R	12/04/2023		201.23		245946		325.46
	*** VENDOR TOTALS ***						1 CHECKS		325.46
011953	KERRI RUTH ALLEMAN								
I-11/14/2023 CRAFT	11/14/23 CRAFT CLASS ACC	E	12/06/2023		150.00		008428		150.00
	*** VENDOR TOTALS ***						1 CHECKS		150.00
006994	ALLIANCE CONSTRUCTION GROUP LL								
I-PAY4FINAL-SATE SB	PAY4FINAL-STATE RECON-SB LANES	R	12/04/2023		59,147.00		245947		59,147.00
006994	ALLIANCE CONSTRUCTION GROUP LL								
I-RTNG-STATE RECN SB	RTNG-STATE ST RECON-SB LANES	R	12/04/2023		68,971.15		245948		68,971.15
	*** VENDOR TOTALS ***						2 CHECKS		128,118.15
009262	AMAZON CAPITAL SERVICES INC								
C-1343-YGWW-C3WH	CR: OFFICE SUPPLIES - PD	E	12/06/2023		22.20CR		008409		
I-11KJ-1WY1-174F	SHOP SUPPLIES - CG	E	12/06/2023		34.55		008409		
I-13H6-K63C-JGHG	MULTIMEDIA - KL	E	12/06/2023		101.82		008409		
I-144C-WX37-3JY3	SEQUINS/CORNER GUARDS-P&R	E	12/06/2023		63.40		008409		
I-149L-WDWM-74PQ	MISC BOOKS - KL	E	12/06/2023		240.66		008409		
I-14RH-6RT6-CVDD	HEADSET - HR	E	12/06/2023		60.00		008409		
I-16R1-QKWM-1Q1D	EVENT SUPPLIES - COMM	E	12/06/2023		287.98		008409		
I-16R1-QKWM-HYGJ	MULTIMEDIA - KL	E	12/06/2023		12.96		008409		
I-17LC-GT3C-CV37	MISC MULTIMEDIA - KL	E	12/06/2023		57.91		008409		

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-17P1-SFL3-DD7W	MULTIMEDIA - KL	E	12/06/2023	22.99		008409		
I-17QC-JL6V-4KV9	CHRISTMAS CRAFT KITS-P&R	E	12/06/2023	17.99		008409		
I-1D9C-NPLX-FCPR	MULTIMEDIA -KL	E	12/06/2023	55.57		008409		
I-1DLK-JW4R-JDRN	MULTIMEDIA -KL	E	12/06/2023	21.98		008409		
I-1DV4-DV7N-JWLN	UNIT #108 PARTS	E	12/06/2023	109.98		008409		
I-1FNQ-GC3C-Y9HF	IT SUPPLIES	E	12/06/2023	157.00		008409		
I-1FWX-1XGL-3TQH	BUILDING SUPPLIES - PW	E	12/06/2023	23.29		008409		
I-1FYF-617H-4JQD	TISSUES/CALENDAR - P&R	E	12/06/2023	31.31		008409		
I-1G91-HFVX-44GH	MISC MULTIMEDIA - KL	E	12/06/2023	32.82		008409		
I-1H4H-PCGF-XC6X	FLASH DRIVES - PD	E	12/06/2023	37.47		008409		
I-1K6H-N7C3-3KDP	STICKERS - KL	E	12/06/2023	69.41		008409		
I-1K9M-PT6F-4VF4	FOLDERS -HR	E	12/06/2023	58.51		008409		
I-1LCN-RFWM-MFNC	MULTIMEDIA -KL	E	12/06/2023	76.84		008409		
I-1LPX-37HK-1W6J	MISC BOOKS - KL	E	12/06/2023	11.15		008409		
I-1MCJ-D1D7-7J79	STRAPS/STOOL/TOOL KITS - KL	E	12/06/2023	187.07		008409		
I-1N6D-Y9LY-YWKQ	MISC BOOKS - KL	E	12/06/2023	297.65		008409		
I-1NYR-FVY6-HWHL	PORTION CUPS - KL	E	12/06/2023	9.89		008409		
I-1PHM-QDFK-V39V	UNIT #654 PARTS	E	12/06/2023	62.98		008409		
I-1Q4N-6WXL-VPMG	MULTIMEDIA - KL	E	12/06/2023	222.94		008409		
I-1Q6M-DWGD-64GW	OFFICE SUPPLIES - PD	E	12/06/2023	29.97		008409		
I-1QGM-DTXY-HDKM	MULTIMEDIA - KL	E	12/06/2023	154.68		008409		
I-1QRG-L9Y6-GXCT	WINDOW CLINGS - KL	E	12/06/2023	24.58		008409		
I-1QYW-TV64-7H3V	MULTIMEDIA - KL	E	12/06/2023	70.99		008409		
I-1XWD-X9KH-RRPT	MISC MULTIMEDIA - KL	E	12/06/2023	105.80		008409		
I-1YX1-3QKV-9QM7	HOLIDAY CRAFT KITS-P&R	E	12/06/2023	444.74		008409		3,174.68
			*** VENDOR TOTALS ***			1 CHECKS		3,174.68
000038	AMERICAN RED CROSS							
I-22640129	ADULT/PEDS 1ST AID - AC	R	12/04/2023	36.00		245949		36.00
			*** VENDOR TOTALS ***			1 CHECKS		36.00
004201	TSJM TOWING SERVICE LLC							
I-23-57284	TOW/HOOK FEE - PD	R	12/04/2023	75.00		245950		75.00
			*** VENDOR TOTALS ***			1 CHECKS		75.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV165743	CLEANER/LUBE - OCM	R	12/04/2023	26.11		245951		26.11
			*** VENDOR TOTALS ***			1 CHECKS		26.11
000067	BAKER & TAYLOR INC							
I-2037936036	MISC BOOKS -KL	E	12/06/2023	1,352.44		008370		
I-2037943360	MISC BOOKS - KL	E	12/06/2023	370.37		008370		
I-2037950450	MISC BOOKS - KL	E	12/06/2023	1,869.71		008370		3,592.52
			*** VENDOR TOTALS ***			1 CHECKS		3,592.52

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
011929	DAVID MARTIN BAKER							
I-11/27/2023	11/27/23 IOWA AND PRESIDENTS	R	12/04/2023	150.00		245952		150.00
			*** VENDOR TOTALS ***			1 CHECKS		150.00
000744	BANKERS TRUST							
I-RES#2016-193 23/24	23/24 TAX REBATE-50% BAKER MEC	R	12/04/2023	100,904.00		245953		100,904.00
			*** VENDOR TOTALS ***			1 CHECKS		100,904.00
010118	BEACON ATHLETICS LLC							
I-0579935-IN	PITCHING MAT -PRSC	E	12/06/2023	750.00		008413		750.00
			*** VENDOR TOTALS ***			1 CHECKS		750.00
005950	BLACKSTONE AUDIO INC							
I-2126761	MISC MULTIMEDIA/SHELF SVCS-KL	R	12/04/2023	79.90		245954		
I-2127853	MULTIMEDIA/SHELF SVCS-KL	R	12/04/2023	21.94		245954		
I-2128300	MULTIMEDIA/SHELF SVCS-KL	R	12/04/2023	95.90		245954		
I-2128497	MULTIMEDIA/SHELF SVCS-KL	R	12/04/2023	78.28		245954		
I-2128868	MULTIMEDIA/SHELF SVCS-KL	R	12/04/2023	725.93		245954		1,001.95
			*** VENDOR TOTALS ***			1 CHECKS		1,001.95
003947	BOB BROWN GMC INC							
C-CM40888	CR: UNIT #88 PARTS	E	12/06/2023	272.95CR		008392		
I-40888	UNIT #99 PARTS	E	12/06/2023	272.95		008392		
I-40899	UNIT #99 PARTS	E	12/06/2023	56.30		008392		
I-40977	UNIT #88 PARTS	E	12/06/2023	15.77		008392		
I-439393	UNIT #99 REPAIRS	E	12/06/2023	377.21		008392		449.28
			*** VENDOR TOTALS ***			1 CHECKS		449.28
007515	EFFLUENT INC							
I-I8431	09/2023 RENTALS-PRSC	R	12/04/2023	749.00		245955		749.00
			*** VENDOR TOTALS ***			1 CHECKS		749.00
005174	BOUND TREE MEDICAL LLC							
I-85143006	EMS SUPPLIES - FD	R	12/04/2023	142.05		245956		
I-85147152	EMS SUPPLIES - FD	R	12/04/2023	623.56		245956		
I-85154743	EMS SUPPLIES - FD	R	12/04/2023	1,650.00		245956		
I-85157763	EMS SUPPLIES - FD	R	12/04/2023	10.80		245956		
I-85159151	EMS SUPPLIES - FD	R	12/04/2023	11.85		245956		2,438.26
			*** VENDOR TOTALS ***			1 CHECKS		2,438.26
000127	BRICK GENTRY PC							
I-410040	10/25/2023 STATEMENT 224.001	R	12/04/2023	4,020.00		245957		
I-410045	10/25/23 STATEMENT 224.011	R	12/04/2023	375.00		245957		4,395.00
			*** VENDOR TOTALS ***			1 CHECKS		4,395.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005497	BRYAN ROCK PRODUCTS INC							
I-61832	FIELD CLAY-HAWKEYE	R	12/04/2023	1,891.89		245958		1,891.89
	*** VENDOR TOTALS ***					1 CHECKS		1,891.89
000385	CAPITAL CITY EQUIPMENT CO							
I-68194D	REPAIR UNIT #665	E	12/06/2023	3,000.00		008377		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
004613	CENTRAL IOWA DISTRIBUTING							
I-01002953	CAN LINERS - PKS	E	12/06/2023	2,602.00		008396		
I-01002954	TRIPLE MELT - PKS	E	12/06/2023	702.00		008396		3,304.00
	*** VENDOR TOTALS ***					1 CHECKS		3,304.00
003072	QWEST CORPORATION							
I-11/04/2023	11/2023 STATEMENT - TRAFFIC	R	12/04/2023	100.89		245959		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
011576	CINTAS CORPORATION							
C-9247833249	CR: MAT/UNIFORM RNTL - KL	R	12/04/2023	13.57CR		245960		
C-9247833264	CR: MAT/UNIFORM RNTL - ACC	R	12/04/2023	500.54CR		245960		
C-9247834053	CR: MAT/UNIFORM RNTL - PSB	R	12/04/2023	7.32CR		245960		
C-9247834103	CR: MAT/UNIFORM RNTL - PK MAIN	R	12/04/2023	85.33CR		245960		
C-9247834273	CR: MAT/UNIFORM RNTL - CH	R	12/04/2023	7.00CR		245960		
C-9247834305	CR: MAT/UNIFORM RNTL - STREETS	R	12/04/2023	400.11CR		245960		
C-9247836351	CR: MAT/UNIFORM RNTL -OC MAINT	R	12/04/2023	63.40CR		245960		
C-9247837315	CR: MAT/UNIFORM RNTL-LAKESIDE	R	12/04/2023	16.63CR		245960		
C-9247837347	CR: MAT/UNIFORM RNTL-WATER	R	12/04/2023	124.43CR		245960		
C-9247837717	CR: MAT/UNIFORM RNTL - WW	R	12/04/2023	86.52CR		245960		
I-4152815263	4/18/23 SVCS - STREETS	R	12/04/2023	404.43		245960		
I-4153529748	4/25/23 SVCS - STREETS	R	12/04/2023	404.43		245960		
I-4154221978	5/02/23 SVCS - STREETS	R	12/04/2023	661.71		245960		
I-4154925518	5/09/23 SVCS - STREETS	R	12/04/2023	429.51		245960		
I-4155622832	5/16/23 SVCS - STREETS	R	12/04/2023	450.56		245960		
I-4155622957	MAT/UNIFORM RNTLS-PK MNT	R	12/04/2023	121.85		245960		
I-4156372454	MAT RENTAL - KL	R	12/04/2023	161.39		245960		
I-4157878768	6/07/23 SVCS - WASTEWATER	R	12/04/2023	139.50		245960		
I-4158463672	6/13/23 SVCS - WATER	R	12/04/2023	245.16		245960		
I-4158542285	6/14/23 SVCS - WASTEWATER	R	12/04/2023	137.75		245960		
I-4159164888	6/20/23 SVCS - WATER	R	12/04/2023	197.16		245960		
I-4159164935	6/20/23 SVCS - STREETS	R	12/04/2023	412.38		245960		
I-4159280761	6/21/23 SVCS - WASTEWATER	R	12/04/2023	137.75		245960		
I-4159863196	6/27/23 SVCS - WATER	R	12/04/2023	197.16		245960		
I-4159863293	6/27/23 SVCS - STREETS	R	12/04/2023	412.38		245960		
I-4159963100	6/28/23 SVCS - WASTEWATER	R	12/04/2023	137.75		245960		
I-4160355039	7/03/23 SVCS - PSB	R	12/04/2023	69.74		245960		
I-4160524845	7/06/23 SVCS - WATER	R	12/04/2023	197.16		245960		
I-4160524875	7/05/23 SVCS - STREETS	R	12/04/2023	412.38		245960		
I-4160525068	MAT RENTAL-LAKESIDE	R	12/04/2023	22.75		245960		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE:11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
I-4160525313	MAT/UNIFORM RENTAL- PK MNT	R	12/04/2023	115.15		245960		
I-4160710848	7/06/23 SVCS - WASTEWATER	R	12/04/2023	137.75		245960		
I-4161413167	MAT/UNIFORM RENTAL - PK MNT	R	12/04/2023	115.15		245960		
I-4161413184	7/11/23 SVCS - STREETS	R	12/04/2023	423.40		245960		
I-4161414178	7/12/23 SVCS - WASTEWATER	R	12/04/2023	137.75		245960		
I-4161864687	MAT/UNIFORM RENTALS -OCM	R	12/04/2023	86.29		245960		
I-4161876960	7/18/23 SVCS - STREETS	R	12/04/2023	418.89		245960		
I-4161877025	7/18/23 SVCS - WATER	R	12/04/2023	197.16		245960		
I-4161877222	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	115.15		245960		
I-4161877372	MAT RENTAL -KL	R	12/04/2023	161.39		245960		
I-4162027427	7/19/23 SVCS - WASTEWATER	R	12/04/2023	140.50		245960		
I-4162641913	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	107.87		245960		
I-4162647487	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4162647524	7/25/23 SVCS - WATER	R	12/04/2023	213.41		245960		
I-4162647536	7/25/23 SVCS - STREETS	R	12/04/2023	418.89		245960		
I-4162647591	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	115.15		245960		
I-4162793802	7/26/23 SVCS - WASTEWATER	R	12/04/2023	140.50		245960		
I-4163303123	MAT SERVICES - CH	R	12/04/2023	66.25		245960		
I-4163303188	8/01/23 SVCS - PSB	R	12/04/2023	69.74		245960		
I-4163303452	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	110.96		245960		
I-4163310847	MAT RENTALS-LAKESIDE	R	12/04/2023	22.75		245960		
I-4163310865	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4163310976	MAT/UNIFORM RENTAL - PK MNT	R	12/04/2023	115.15		245960		
I-4163461352	8/02/23 SVCS - WASTEWATER	R	12/04/2023	140.50		245960		
I-4164001272	UNIFORM RENTALS - OCM	R	12/04/2023	72.16		245960		
I-4164007926	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4164007966	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	115.15		245960		
I-4164152992	8/09/23 SVCS - WASTEWATER	R	12/04/2023	140.50		245960		
I-4164700955	MAT/UNIFORM RENTALS -OCM	R	12/04/2023	72.77		245960		
I-4164707006	8/15/23 SVCS - WATER	R	12/04/2023	213.41		245960		
I-4164707017	8/15/23 SVCS - STREETS	R	12/04/2023	418.89		245960		
I-4164707125	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	115.15		245960		
I-4164707153	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4164707312	MAT RENTALS-KL	R	12/04/2023	161.39		245960		
I-4164859255	8/16/23 SVCS - WASTEWATER	R	12/04/2023	140.02		245960		
I-4165398989	UNIFORM RENTALS-OCM	R	12/04/2023	71.65		245960		
I-4165406199	8/22/23 SVCS - STREETS	R	12/04/2023	418.89		245960		
I-4165406281	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4165406410	MAT /UNIFORM RENTAL-PK MNT	R	12/04/2023	103.61		245960		
I-4165556920	8/23/23 SVCS - WASTEWATER	R	12/04/2023	140.02		245960		
I-4165964455	MAT SERVICES -CH	R	12/04/2023	66.25		245960		
I-4165964479	8/28/23 SVCS - PSB	R	12/04/2023	69.74		245960		
I-4165964713	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	92.67		245960		
I-4166123346	8/29/23 SVCS - STREETS	R	12/04/2023	418.89		245960		
I-4166123376	8/29/23 SVCS - WATER	R	12/04/2023	213.41		245960		
I-4166123466	MAT/RAG RENTALS-ACC	R	12/04/2023	64.61		245960		
I-4166123492	MAT RENTAL -LAKESIDE	R	12/04/2023	22.75		245960		
I-4166123597	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	103.61		245960		

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			DATE			NO	STATUS	AMOUNT
I-4166298371	8/30/2023 SVCS - WASTEWATER	R	12/04/2023	140.02		245960		
I-4166755484	UNIFORM RENTALS-OCM	R	12/04/2023	64.66		245960		
I-4166756498	9/05/23 SVCS - STREETS	R	12/04/2023	410.36		245960		
I-4166756504	9/05/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4166756597	MAT/UNIFORM RENTAL - PK MNT	R	12/04/2023	102.42		245960		
I-4166756612	MAT/RAG RENTALS-ACC	R	12/04/2023	151.19		245960		
I-4166932355	9/06/23 SVCS - WASTEWATER	R	12/04/2023	139.13		245960		
I-4167513887	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	73.77		245960		
I-4167519141	9/12/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4167519227	9/12/23 SVCS - STREETS	R	12/04/2023	426.61		245960		
I-4167519375	MAT/RAG RENTALS-ACC	R	12/04/2023	151.19		245960		
I-4167519389	MAT/UNIFORM RENTALS-PK MNT	R	12/04/2023	142.84		245960		
I-4167519494	MAT RENTAL -KL	R	12/04/2023	149.84		245960		
I-4167711902	9/13/23 SVCS - WASTEWATER	R	12/04/2023	139.13		245960		
I-4168223312	UNIFORM RENTALS - OCM	R	12/04/2023	155.33		245960		
I-4168228447	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	100.62		245960		
I-4168228522	MAT/RAG RENTALS-ACC	R	12/04/2023	151.19		245960		
I-4168378143	9/20/23 SVCS - WASTEWATER	R	12/04/2023	139.13		245960		
I-4168930874	9/26/23 SVCS - PSB	R	12/04/2023	64.75		245960		
I-4168930882	MAT RENTALS -CH	R	12/04/2023	61.51		245960		
I-4168930940	MAT/UNIFORM RENTAL-OCM	R	12/04/2023	86.61		245960		
I-4168935402	9/26/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4168935440	MAT RENTAL-LAKESIDE	R	12/04/2023	21.12		245960		
I-4168935508	MAT/RAG RENTALS - ACC	R	12/04/2023	151.19		245960		
I-4168935574	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	100.62		245960		
I-4169082755	9/27/23 SVCS - WASTEWATER	R	12/04/2023	139.13		245960		
I-4169642005	UNIFORM RENTAL - OCM	R	12/04/2023	59.25		245960		
I-4169647151	10/03/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4169647414	MAT/RAG RENTALS -ACC	R	12/04/2023	61.94		245960		
I-4169647462	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	100.62		245960		
I-4169647479	10/03/23 SVCS - STREETS	R	12/04/2023	422.21		245960		
I-4169795010	10/04/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4170376611	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	68.36		245960		
I-4170382365	10/10/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4170382502	10/10/23 SVCS - STREETS	R	12/04/2023	426.73		245960		
I-4170382573	MAT/RAG RENTALS - ACC	R	12/04/2023	65.75		245960		
I-4170382657	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	100.62		245960		
I-4170535582	10/11/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4171051181	UNIFORM RENTAL - OCM	R	12/04/2023	59.25		245960		
I-4171056293	10/17/23 SVCS - WATER	R	12/04/2023	212.11		245960		
I-4171056437	MAT/RAG RENTALS - ACC	R	12/04/2023	65.75		245960		
I-4171056477	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	100.62		245960		
I-4171207694	10/18/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4171758875	MAT RENTAL - CH	R	12/04/2023	61.51		245960		
I-4171758972	10/24/23 SVCS - PSB	R	12/04/2023	64.75		245960		
I-4171758976	MAT/UNIFORM RENTAL-OCM	R	12/04/2023	86.61		245960		
I-4171764183	10/24/23 SVCS - STREETS	R	12/04/2023	432.67		245960		
I-4171764295	10/24/23 SVCS - WATER	R	12/04/2023	212.11		245960		

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I-4171764362	MAT RENTALS- LAKESIDE	R	12/04/2023	21.12		245960		
I-4171764380	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	100.62		245960		
I-4171764385	MAT/RAG RENTALS-ACC	R	12/04/2023	65.75		245960		
I-4171915477	10/25/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4172472297	UNIFORM RENTALS-OCM	R	12/04/2023	59.25		245960		
I-4172477915	10/31/23 SVCS - STREETS	R	12/04/2023	637.82		245960		
I-4172477965	MAT/RAG RENTAL - ACC	R	12/04/2023	65.75		245960		
I-4172477985	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	100.62		245960		
I-4172629694	11/01/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4173183482	MAT/UNIFORM RENTALS-OCM	R	12/04/2023	68.36		245960		
I-4173188809	11/07/23 SVCS - STREETS	R	12/04/2023	432.67		245960		
I-4173188870	MAT/RAG RENTALS -ACC	R	12/04/2023	65.75		245960		
I-4173188976	MAT/UNIFORM RENTAL -PK MNT	R	12/04/2023	112.83		245960		
I-4173339024	11/08/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4173937870	UNIFORM RENTALS - OCM	R	12/04/2023	59.25		245960		
I-4173941649	11/14/23 SVCS - STREETS	R	12/04/2023	426.73		245960		
I-4173941771	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	112.83		245960		
I-4173941798	MAT/RAG RENTALS - ACC	R	12/04/2023	65.75		245960		
I-4174114508	11/15/23 SVCS - WASTEWATER	R	12/04/2023	140.80		245960		
I-4174610149	MAT RENTAL - CH	R	12/04/2023	61.51		245960		
I-4174610304	11/20/23 SVCS - PSB	R	12/04/2023	64.75		245960		
I-4174610836	MAT/UNIFORM RENTALS -OCM	R	12/04/2023	74.76		245960		
I-4174613211	MAT RENTALS-LAKESIDE	R	12/04/2023	21.12		245960		
I-4174613341	MAT RENTALS - ACC	R	12/04/2023	65.75		245960		
I-4174613482	MAT/UNIFORM RENTAL-PK MNT	R	12/04/2023	112.83		245960		21,881.58
*** VENDOR TOTALS ***						1 CHECKS		21,881.58
011792	CROUCH RECREATION, INC							
I-5174	MIDWAY PARK PLAYGROUND	E	12/06/2023	90,000.00		008418		90,000.00
*** VENDOR TOTALS ***						1 CHECKS		90,000.00
003533	5 TRAILS INC							
I-18750	PLAQUES/PLATES - P&R	R	12/04/2023	79.20		245966		
I-18751	ENGRAVED PLATES - ACC	R	12/04/2023	29.90		245966		109.10
*** VENDOR TOTALS ***						1 CHECKS		109.10
010085	CONRAD CRUTHIRDS							
I-11/2023 SHOES	11/2023 BOOT REIMBURSEMENT	E	12/06/2023	109.39		008427		109.39
*** VENDOR TOTALS ***						1 CHECKS		109.39
000146	CENTURY HOMES CO							
I-73989IN	ROW SUPPLIES - PW	R	12/04/2023	47.99		245967		
I-74036IN	IGNITION DEFOAMER- PKS	R	12/04/2023	66.00		245967		113.99
*** VENDOR TOTALS ***						1 CHECKS		113.99

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000590	D J GONGOL & ASSOCIATES							
I-14461	EQUIPMENT PARTS - MU	R	12/04/2023	224.87		245968		224.87
	*** VENDOR TOTALS ***					1 CHECKS		224.87
001003	ED DANIELS							
I-114145	FILTERS- ACC	E	12/06/2023	395.74		008385		
I-114146	FILTERS - OC	E	12/06/2023	8.22		008385		
I-114147	FILTERS - KL	E	12/06/2023	665.62		008385		
I-114148	FILTERS -FD	E	12/06/2023	117.90		008385		
I-114151	FILTERS - CH	E	12/06/2023	52.92		008385		
I-114270	FILTERS - PW	E	12/06/2023	110.10		008385		
I-114282	FILTERS - PW	E	12/06/2023	28.72		008385		1,379.22
	*** VENDOR TOTALS ***					1 CHECKS		1,379.22
003518	INFOUSA MARKETING, INC							
I-10004161437	11/21/23-11/20/24 RENEWAL-KL	R	12/04/2023	1,395.00		245969		1,395.00
	*** VENDOR TOTALS ***					1 CHECKS		1,395.00
000605	DEMCO INC							
I-7399440	DVD CASES/LID/TAPE/JKT-KL	E	12/06/2023	359.37		008381		359.37
	*** VENDOR TOTALS ***					1 CHECKS		359.37
000843	THE DES MOINES REGISTER							
I-6014932	10/2023 LEGAL PUBLICATIONS	E	12/06/2023	3,003.00		008383		3,003.00
	*** VENDOR TOTALS ***					1 CHECKS		3,003.00
000160	DES MOINES WATER WORKS							
I-000199 11/10/23	11/10/2023 STATEMENT	R	12/04/2023	603,150.00		245970		603,150.00
	*** VENDOR TOTALS ***					1 CHECKS		603,150.00
004568	DOLL DISTRIBUTING LLC							
I-1382931	ALCOHOL FOR RESALE - OC	E	12/06/2023	314.40		008395		314.40
	*** VENDOR TOTALS ***					1 CHECKS		314.40
006319	EDWARD DON AND COMPANY							
I-31111353	SUPPLIES -OC/ACC	R	12/04/2023	304.09		245971		304.09
	*** VENDOR TOTALS ***					1 CHECKS		304.09
011457	ELECTRIC CONDUIT CONSTRUCTION							
I-RTNG-SEQUADFIBER	RTNG-SE QUAD FIBER UPGRADE P1	R	12/04/2023	825.41		245972		825.41
	*** VENDOR TOTALS ***					1 CHECKS		825.41
000186	ELECTRONIC ENGINEERING							
I-120015874-1	#59 LIGHT INSTALLATION - PD	E	12/06/2023	949.95		008371		
I-120016039-1	#96 LIGHT REPAIR	E	12/06/2023	187.45		008371		1,137.40
	*** VENDOR TOTALS ***					1 CHECKS		1,137.40

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005478	EXCEL MECHANICAL COMPANY INC							
I-167787	ANNUAL INSPECTION - CH	E	12/06/2023	918.00		008400		
I-167788	ANNUAL INSPECTION - PW	E	12/06/2023	1,632.00		008400		
I-167789	ANNUAL INSPECTION - PK MNT	E	12/06/2023	408.00		008400		
I-167790	ANNUAL INSPECTION - LAKESIDE	E	12/06/2023	408.00		008400		
I-167791	ANNUAL INSPECTION-HAWKEYE	E	12/06/2023	204.00		008400		
I-167792	ANNUAL INSPECTION -OEC	E	12/06/2023	204.00		008400		
I-167793	ANNUAL INSPECTION - MIRACLE PK	E	12/06/2023	204.00		008400		
I-167794	ANNUAL INSPECTION - PRAC	E	12/06/2023	204.00		008400		
I-167795	ANNUAL INSPECTION-CFAC	E	12/06/2023	204.00		008400		
I-167796	ANNUAL INSPECTION-PRSC	E	12/06/2023	714.00		008400		
I-167797	ANNUAL INSPECTION -OC PRO	E	12/06/2023	918.00		008400		
I-167798	ANNUAL INSPECTION-PD	E	12/06/2023	2,190.00		008400		
I-167799	ANNUAL INSPECTION-KL	E	12/06/2023	1,832.00		008400		
I-167800	ANNUAL INSPECTION - OC MNT	E	12/06/2023	204.00		008400		
I-167801	ANNUAL INSPECTION-FS1	E	12/06/2023	1,377.00		008400		
I-167802	ANNUAL INSPECTION -FS2	E	12/06/2023	918.00		008400		
I-167803	ANNUAL INSPECTION -FS3	E	12/06/2023	918.00		008400		
I-167804	ANNUAL INSPECTION-STS SHOP	E	12/06/2023	1,632.00		008400		
I-167805	ANNUAL INSPECTION -WTR	E	12/06/2023	816.00		008400		
I-167806	ANNUAL INSPECTION-WW	E	12/06/2023	816.00		008400		
I-167807	ANNUAL INSPECTION -ACC	E	12/06/2023	917.00		008400		17,638.00
	*** VENDOR TOTALS ***					1 CHECKS		17,638.00
011713	FARNSWORTH GROUP INC							
I-247032	PAY 7-ASPEN RIDGE PARK	R	12/04/2023	3,712.50		245973		3,712.50
	*** VENDOR TOTALS ***					1 CHECKS		3,712.50
006511	THE PAPER CORPORATION							
I-246952.01	FLOOR FINISH -LAKESIDE	R	12/04/2023	447.04		245974		447.04
	*** VENDOR TOTALS ***					1 CHECKS		447.04
007648	DAIOHS USA INC							
I-011538	COFFEE SERVICES - PW	E	12/06/2023	99.57		008404		99.57
	*** VENDOR TOTALS ***					1 CHECKS		99.57
011377	STRAND ASSOCIATES, INC.							
I-0203883 #31	PAY 31-ANKENY ASR	R	12/04/2023	2,766.00		245975		
I-7020.013 #7	PAY 7-NE 36TH/38TH ST WTR MN	R	12/04/2023	17,500.00		245975		20,266.00
	*** VENDOR TOTALS ***					1 CHECKS		20,266.00
000211	GALE							
I-82966572	NOV CHRISTIAN ROMANCE 4 PLAN	E	12/06/2023	94.46		008372		
I-82967062	NOV DIVERSE VOICES 2 PLAN	E	12/06/2023	52.48		008372		
I-82979148	NOVEMBER AMERICAN 2 PLAN	E	12/06/2023	50.23		008372		
I-82979206	NOVEMBER FICTION 3 PLAN	E	12/06/2023	72.72		008372		
I-82979384	NOVEMBER CLEAN READS 3 PLAN	E	12/06/2023	72.72		008372		
I-82979573	NOV THRILLER ADV/SUSP 3 PLAN	E	12/06/2023	80.22		008372		

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I-82979681	NOV SOFTCOVER ROMANCE 3 PLN	E	12/06/2023	61.47		008372		
I-82979751	NOV HISTORY FACT/FCTN 2 PLN	E	12/06/2023	53.23		008372		
I-82984507	NOVEMBER WESTERN 2 PLAN	E	12/06/2023	47.98		008372		
I-82990861	LG PRINT DIST 5 PLAN	E	12/06/2023	93.74		008372		679.25
	*** VENDOR TOTALS ***					1 CHECKS		679.25
003712	GALLS, LLC							
I-026060116	UNIFORMS - FD	R	12/04/2023	144.60		245976		
I-026114559	UNIFORMS - FD	R	12/04/2023	50.42		245976		195.02
	*** VENDOR TOTALS ***					1 CHECKS		195.02
011979	AK BROWN ENTERPRISES LLC							
I-23986	TRAFFIC SIGNAL SUPPLIES - PW	E	12/06/2023	892.00		008422		892.00
	*** VENDOR TOTALS ***					1 CHECKS		892.00
009054	GPS INDUSTRIES LLC							
I-CON117318	12/2023 CNCT CNTRL/VISAGE-OC	R	12/04/2023	2,189.00		245977		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
I-9888862670	CHART RECORDER - MU	E	12/06/2023	119.14		008373		
I-9898022018	TUBING - MU	E	12/06/2023	22.15		008373		
I-9901939232	LED LIGHT - FD	E	12/06/2023	59.74		008373		
I-9903823731	TUBING - MU	E	12/06/2023	17.95		008373		
I-9907904909	FIRE EXT VEHICLES - MU	E	12/06/2023	94.65		008373		
I-9907904917	DOOR STOP - KL	E	12/06/2023	33.19		008373		
I-9914197877	LENS CLEANER - CG	E	12/06/2023	96.60		008373		443.42
	*** VENDOR TOTALS ***					1 CHECKS		443.42
008737	TRAVIS GRANDGEORGE							
I-11/06/2023 LUNCH	11/6/23 LUNCH REIMBURSEMENT	R	12/04/2023	55.96		245978		55.96
	*** VENDOR TOTALS ***					1 CHECKS		55.96
009580	ALEXIA GRGURICH							
I-11/16/2023	11/16/23 MILEAGE REIMBURSEMENT	E	12/06/2023	34.06		008426		34.06
	*** VENDOR TOTALS ***					1 CHECKS		34.06
000691	OMG MIDWEST, INC							
I-1799775	TOPDRESSING SAND-PRSC	E	12/06/2023	6,704.81		008382		6,704.81
	*** VENDOR TOTALS ***					1 CHECKS		6,704.81
005993	HANDLEY LAW FIRM							
I-11/15/2023	OCTOBER 2023 SERVICES - PD	E	12/06/2023	14,070.00		008403		14,070.00
	*** VENDOR TOTALS ***					1 CHECKS		14,070.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009448	PAULA KAY CASKEY							
I-22	SEWING SVCS - FD	E	12/06/2023	70.00		008411		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
011976	HENSLEY CONCRETE COATINGS INC							
I-624	CONCRETE FLOOR KTCHN-FS1	E	12/06/2023	3,731.00		008421		3,731.00
	*** VENDOR TOTALS ***					1 CHECKS		3,731.00
004386	HOUSBY HEAVY EQUIPMENT LLC							
C-XA201000068:01	CR: UNIT #664 PARTS	E	12/06/2023	236.28CR		008394		
I-RA201000092:01	UNIT #241 REPAIRS	E	12/06/2023	200.42		008394		
I-XA201000067:01	UNIT #664 PARTS	E	12/06/2023	150.92		008394		
I-XA201000079:01	UNIT #664 PARTS	E	12/06/2023	86.18		008394		201.24
	*** VENDOR TOTALS ***					1 CHECKS		201.24
005531	HR GREEN INC							
I-168737 #12	PAY 12-OR GTWY TRL/STATE UNDRP	E	12/06/2023	26,000.65		008402		26,000.65
	*** VENDOR TOTALS ***					1 CHECKS		26,000.65
000959	PAUL HUBBARD							
I-10/23-11/23PRKR	FY24 PARKOUR OCT-NOV	E	12/06/2023	1,523.20		008423		1,523.20
	*** VENDOR TOTALS ***					1 CHECKS		1,523.20
000253	HY-VEE INC							
I-11/10/23 BIOSCREEN	10/19/23-11/8/23 BIO SCREENS	R	12/04/2023	7,184.20		245979		
I-577336	BREAK ROOM SUPPLIES - PW	R	12/04/2023	18.73		245979		7,202.93
	*** VENDOR TOTALS ***					1 CHECKS		7,202.93
011977	HY-VEE PHARMACY 1022							
I-11/3/23 FLU SHOTS	FLU SHOTS SEPT 2023	R	12/04/2023	2,700.00		245980		2,700.00
	*** VENDOR TOTALS ***					1 CHECKS		2,700.00
008906	IMAGE TREND INC							
I-PS-INV103757	MYEMSCARE MONTHLY FEE	E	12/06/2023	87.50		008407		87.50
	*** VENDOR TOTALS ***					1 CHECKS		87.50
007922	INFOSENSE, INC							
I-4439	DOG PORTAL LICENSE - MU	R	12/04/2023	995.00		245981		995.00
	*** VENDOR TOTALS ***					1 CHECKS		995.00
003442	INTERNATIONAL ASSOCIATION OF							
I-0328835	1/1/24-12/31/24 IACP NET RNWL	R	12/04/2023	875.00		245982		875.00
	*** VENDOR TOTALS ***					1 CHECKS		875.00

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000266	INTERSTATE BATTERY SYSTEM							
I-40216902	BATTERY - CG	E	12/06/2023	328.17		008374		328.17
	*** VENDOR TOTALS ***					1 CHECKS		328.17
000979	INTOXIMETERS INC							
I-746792	DRY GAS - PD	R	12/04/2023	125.00		245983		125.00
	*** VENDOR TOTALS ***					1 CHECKS		125.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4936737	ALCOHOL FOR RESALE - OC	R	12/04/2023	150.90		245984		150.90
	*** VENDOR TOTALS ***					1 CHECKS		150.90
000269	IOWA DEPT OF TRANSPORTATION							
I-1/17/24 ATC-CONLEY	AGG TECH CERT-DANA CONLEY	R	12/04/2023	480.00		245985		480.00
	*** VENDOR TOTALS ***					1 CHECKS		480.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10009103	CR: INSTR ASSIST-N. DEPREZ	R	12/04/2023	100.00CR		245986		
C-CR10009114	INSTR ASSIST - N DEPREZ	R	12/04/2023	100.00CR		245986		
I-325155	LETHAL INSTR-J. CUSACK	R	12/04/2023	300.00		245986		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
004476	IOWA MEDICAID ENTERPRISE							
I-12 2023	DECEMBER 2023 STATE SHARE	R	12/04/2023	14,751.71		245987		14,751.71
	*** VENDOR TOTALS ***					1 CHECKS		14,751.71
005407	IOWA MUNICIPALITIES WORKERS'							
C-RTN08260	CR: FY22 411 MED DED OCT 2023	R	12/04/2023	3,348.35CR		245988		
I-INV89115	FY22 411 MED DED OCT 2023	R	12/04/2023	2,462.06		245988		
I-INV89116	FY23 411 MED DED OCT 2023	R	12/04/2023	36,578.75		245988		
I-INV89117	FY24 411 MED DED OCT 2023	R	12/04/2023	2,745.47		245988		
I-INV89118	FY19 MED DED OCT 2023	R	12/04/2023	100.00		245988		
I-INV89119	FY23 MED DED OCT 2023	R	12/04/2023	17,237.00		245988		
I-INV89120	FY24 MED DED OCT 2023	R	12/04/2023	729.64		245988		56,504.57
	*** VENDOR TOTALS ***					1 CHECKS		56,504.57
000272	IOWA PRISON INDUSTRIES							
I-037256	MEMORIAL -PKS	R	12/04/2023	28.15		245989		28.15
	*** VENDOR TOTALS ***					1 CHECKS		28.15
010380	IOWA REINDEER RENTALS, LLC							
I-9485-9	12/8/23 REINDEER/SLEIGH	R	12/04/2023	2,000.00		245990		2,000.00
	*** VENDOR TOTALS ***					1 CHECKS		2,000.00

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005079	IOWA SEX CRIMES INVESTIGATORS							
I-FY24 CONF-ANDERSON	ISCIA CONF REG-B. ANDERSON	R	12/04/2023	175.00		245991		
I-FY24 CONF-LINDELL	ISCIA CONF REG-K. LINDELL	R	12/04/2023	175.00		245991		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
000644	IOWA SIGNAL INC							
I-5737	SIGNAL REPAIRS - TRFC	R	12/04/2023	850.00		245992		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
009478	IRON SLEEK INC							
I-75497	ICE RINK LINER-PKS	R	12/04/2023	1,161.87		245993		1,161.87
	*** VENDOR TOTALS ***					1 CHECKS		1,161.87
007827	JEO CONSULTING GROUP INC							
I-145603 #7	PAY 7-TRANSPORTATION MSTR PLN	E	12/06/2023	4,823.75		008405		4,823.75
	*** VENDOR TOTALS ***					1 CHECKS		4,823.75
009201	KIESLER POLICE SUPPLY INC							
I-IN226907 A	FEDERAL T308T AMMUNITION	E	12/06/2023	509.31		008408		
I-IN226907 B	FEDERAL GM308 AMMUNITION	E	12/06/2023	1,151.60		008408		1,660.91
	*** VENDOR TOTALS ***					1 CHECKS		1,660.91
004810	LOGAN CONTRACTORS SUPPLY							
I-D43005	EQUIPMENT - MU	E	12/06/2023	90.00		008397		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
000285	LUBE-TECH & PARTNERS LLC							
I-3360708	SHOP FLUIDS - CG	E	12/06/2023	369.22		008376		369.22
	*** VENDOR TOTALS ***					1 CHECKS		369.22
000470	LUMEN							
I-664563475	11/12/2023 STATEMENT	E	12/06/2023	690.21		008378		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-P21604	UNIT #654 PARTS	R	12/04/2023	236.95		245994		236.95
	*** VENDOR TOTALS ***					1 CHECKS		236.95
002207	MANATTS INC							
I-5119147	10/31/23 SUD 20ASH 3AGG	E	12/06/2023	1,650.00		008387		
I-5119472	CONCRETE FOR HAWKEYE	E	12/06/2023	4,440.00		008387		
I-5119644	11/3/23 SUD 20ASH 3AGG	E	12/06/2023	1,050.00		008387		
I-5119840	11/6/23 SUD 20ASH 3AGG	E	12/06/2023	1,543.50		008387		8,683.50
	*** VENDOR TOTALS ***					1 CHECKS		8,683.50

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009346	MARY'S CLEANING CARE INC							
I-33234	NOVEMBER CLEANINGS-LAKESIDE	R	12/04/2023	600.00		245995		
I-33235	NOVEMBER CLEANINGS-OEC	R	12/04/2023	285.00		245995		
I-33265	11/2023 CLEANINGS - CH	R	12/04/2023	829.00		245995		
I-33267	NOVEMBER CLEANINGS - KL	R	12/04/2023	7,845.00		245995		
I-33268	11/2023 CLEANINGS - PSB	R	12/04/2023	1,190.00		245995		
I-33269	11/2023 CLEANINGS - PD	R	12/04/2023	2,889.00		245995		
I-33270	NOVEMBER CLEANINGS-ACC	R	12/04/2023	1,645.00		245995		15,283.00
	*** VENDOR TOTALS ***					1 CHECKS		15,283.00
009562	JAKE MCDONOUGH							
I-11/10/2023 MEAL	11/10/23 MEAL REIMBURSEMENT	E	12/06/2023	21.59		008425		21.59
	*** VENDOR TOTALS ***					1 CHECKS		21.59
004747	MENARDS							
I-89620	HOSE - FD	R	12/04/2023	119.98		245996		
I-89918	PLUG/SEAL/PLSTC ANCHOR-PD	R	12/04/2023	36.40		245996		
I-91436	TRAFFIC SIGNAL SUPPLIES	R	12/04/2023	74.55		245996		
I-94035	SOLDER - MU	R	12/04/2023	9.99		245996		
I-94362	OUTLETS/LOCKS/TSTR-LAKESIDE	R	12/04/2023	127.77		245996		
I-94387	PAINT HARDENER-PKS	R	12/04/2023	41.72		245996		
I-94394	STREET SUPPLIES - PW	R	12/04/2023	37.31		245996		
I-94468	ELECTAPE/VINYL - PKS	R	12/04/2023	89.70		245996		
I-94515	HAMMER - ENGINEERING	R	12/04/2023	29.98		245996		
I-94563	BATTERIES/ELECTRCL TAPE-FD	R	12/04/2023	33.66		245996		
I-94568	HAMMER - ENGINEERING	R	12/04/2023	12.97		245996		
I-94661	CABLE TIES - PKS	R	12/04/2023	79.98		245996		
I-94722	OIL/HEX - PKS MNT	R	12/04/2023	9.68		245996		
I-94724	TOOLS/SAFETY EQUIP/SUPPLIES-MU	R	12/04/2023	174.97		245996		
I-94779	IT EQUIPMENT	R	12/04/2023	79.38		245996		
I-94793 11/08/23	PADS/WIRE/PASTE/ELBOW/NIP-PRSC	R	12/04/2023	57.34		245996		
I-94817	PIPES/VALVES/CUTTER - OEC	R	12/04/2023	85.94		245996		
I-94840	CLASS B PIPE-OEC	R	12/04/2023	9.99		245996		
I-94864	MISC BUILDING SUPPLIES - MU	R	12/04/2023	84.65		245996		
I-94871	MOP HEAD - LAKESIDE	R	12/04/2023	53.82		245996		
I-94883 11/10/23	WASHER PARTS - FD	R	12/04/2023	110.37		245996		
I-94996	WASHER PARTS - FD	R	12/04/2023	35.97		245996		
I-95072	CFAC CABLING - IT	R	12/04/2023	29.42		245996		
I-95112	BUILDING SUPPLIES - FD	R	12/04/2023	104.04		245996		
I-95188	BUILDING SUPPLIES - FD	R	12/04/2023	205.79		245996		
I-95460	UNIT #122 PARTS	R	12/04/2023	5.24		245996		1,740.61
	*** VENDOR TOTALS ***					1 CHECKS		1,740.61

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004013	MICHAEL TODD & COMPANY INC							
I-212088	BLADE MATERIAL/DEFECTOR-PKS	R	12/04/2023	294.44		245997		294.44
	*** VENDOR TOTALS ***					1 CHECKS		294.44
005317	MID AMERICAN SIGNAL INC							
I-21-611-1	KINETIC SIGNALS - MAS	E	12/06/2023	11,363.00		008399		11,363.00
	*** VENDOR TOTALS ***					1 CHECKS		11,363.00
000271	MIDAMERICAN ENERGY COMPANY							
I-546230490	11/08/23 STATEMENT	E	12/06/2023	57.39		008375		
I-FY24 #6 1695158009	11/09/2023 STATEMENT	E	12/06/2023	93,116.03		008375		93,173.42
	*** VENDOR TOTALS ***					1 CHECKS		93,173.42
009994	MIDWEST COVER INC							
I-715846	BASEBALL NET CHERRY GLEN	R	12/04/2023	935.00		245998		935.00
	*** VENDOR TOTALS ***					1 CHECKS		935.00
000945	MIDWEST WHEEL COMPANIES							
I-3470971-00	UNIT #132 PARTS	R	12/04/2023	34.47		245999		
I-3471367-00	UNIT #132 PARTS	R	12/04/2023	49.36		245999		
I-3471544-00	UNIT #132 PARTS	R	12/04/2023	148.00		245999		231.83
	*** VENDOR TOTALS ***					1 CHECKS		231.83
008146	MIKE'S METRO LOCK AND SAFE							
I-025682	TOWER MAINT SUPPLIES - MU	R	12/04/2023	356.00		246000		356.00
	*** VENDOR TOTALS ***					1 CHECKS		356.00
001019	KORY J MILLER							
I-11/10/2023 MEAL	11/10/23 MEAL REIMBURSEMENT	R	12/04/2023	16.51		246001		16.51
	*** VENDOR TOTALS ***					1 CHECKS		16.51
1	ANKENY AUTOMOTIVE CT							
I-000202311290623	US REFUND	R	12/04/2023	25.00		245930		25.00
1	COON, KEGAN							
I-000202311290627	US REFUND	R	12/04/2023	100.00		245931		100.00
1	HOFER, KIMBERLY							
I-000202311290618	US REFUND	R	12/04/2023	48.66		245932		48.66
1	HOLGUIN, KAYLA							
I-000202311290621	US REFUND	R	12/04/2023	89.42		245933		89.42

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	MARANELL, JACLYNNE							
	I-000202311290619 US REFUND	R	12/04/2023	100.00		245934		100.00
1	MEEKER, LAURA							
	I-000202311290616 US REFUND	R	12/04/2023	99.88		245935		99.88
1	MEINKE, ERICA							
	I-000202311290625 US REFUND	R	12/04/2023	100.00		245936		100.00
1	MEYER, MADDIE							
	I-000202311290615 US REFUND	R	12/04/2023	92.06		245937		92.06
1	PORTERFIELD, ALLISON							
	I-000202311290622 US REFUND	R	12/04/2023	100.00		245938		100.00
1	RODGERS, ASHLEY							
	I-000202311290617 US REFUND	R	12/04/2023	50.62		245939		50.62
1	SU, HANNAH							
	I-000202311290614 US REFUND	R	12/04/2023	159.69		245940		159.69
1	WAHLS, MADYSEN							
	I-000202311290626 US REFUND	R	12/04/2023	51.20		245941		51.20
1	WALKER, LAWRENCE							
	I-000202311290620 US REFUND	R	12/04/2023	65.09		245942		65.09
1	WILSON, JOSHUA							
	I-000202311290624 US REFUND	R	12/04/2023	27.49		245943		27.49
	*** VENDOR TOTALS ***					14 CHECKS		1,109.11
003763	MNM CONCRETE SPECIALIST							
	I-653 DRIVEWAY REPLACEMENT	R	12/04/2023	6,957.50		246002		6,957.50
	*** VENDOR TOTALS ***					1 CHECKS		6,957.50
000350	MUNICIPAL SUPPLY INC							
	I-0890090-IN METERS - MU	R	12/04/2023	12,590.60		246003		
	I-0890942-IN STREET SUPPLIES - PW	R	12/04/2023	1,326.58		246003		
	I-0891161-IN STREET SUPPLIES - PW	R	12/04/2023	69.85		246003		
	I-0891828-IN METERS - MU	R	12/04/2023	57,030.00		246003		
	I-0891829-IN METERS - MU	R	12/04/2023	55.50		246003		71,072.53
	*** VENDOR TOTALS ***					1 CHECKS		71,072.53

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003057	NAPA AUTO PARTS							
C-2986-720851	CR: DOUBLE PAYMENT	R	12/04/2023	18.00CR		246004		
I-2986-726835	FILTERS - CG	R	12/04/2023	124.71		246004		
I-2986-726842	SHOP PARTS - CG	R	12/04/2023	38.05		246004		
I-2986-726849	STOCK SUPPLIES - CG	R	12/04/2023	41.94		246004		
I-2986-726884	AIR FILTER - CG	R	12/04/2023	12.80		246004		
I-2986-727108	UNIT #224 PARTS	R	12/04/2023	3.49		246004		
I-2986-727125	UNIT #269 PARTS	R	12/04/2023	17.49		246004		
I-2986-727261	SHOP EQUIPMENT - CG	R	12/04/2023	195.00		246004		
I-2986-727276	AIR FILTER - CG	R	12/04/2023	28.18		246004		
I-2986-727285	SHOP SUPPLIES - CG	R	12/04/2023	275.98		246004		719.64
	*** VENDOR TOTALS ***					1 CHECKS		719.64
011949	GROWMARK, INC.							
I-34016779	11/7/23 DIESEL -PRSC	R	12/04/2023	551.69		246005		
I-34016780	11/7/23 87 UNLD -PRSC	R	12/04/2023	354.28		246005		
I-34016812	11/08/23 DIESEL-OCM	R	12/04/2023	532.87		246005		
I-34016813	11/08/23 DIESEL - ASR #2	R	12/04/2023	1,167.95		246005		
I-34016866	11/14/23 DIESEL- PRSC	R	12/04/2023	522.86		246005		3,129.65
	*** VENDOR TOTALS ***					1 CHECKS		3,129.65
003164	NILLES ASSOCIATES INC							
I-23035.02 #2	PAY 2-VINTAGE BUS PK/SAYLR REP	E	12/06/2023	15,053.50		008390		15,053.50
	*** VENDOR TOTALS ***					1 CHECKS		15,053.50
005517	NORSOLV SYSTEMS ENVIRONMENTAL							
I-INVNP0215319	SERVICE DM - OCM	E	12/06/2023	255.95		008401		255.95
	*** VENDOR TOTALS ***					1 CHECKS		255.95
003727	ODP BUSINESS SOLUTIONS, LLC							
C-339986393001	CR: ENVELOPES - PD	R	12/04/2023	53.67CR		246006		
I-338261988001	CIP BINDERS & TABS - CITY MGR	R	12/04/2023	56.22		246006		
I-338545308001	OFFICE SUPPLIES - CH	R	12/04/2023	52.18		246006		
I-338664627001	TAPE/STRAP/PAPER-KL	R	12/04/2023	200.43		246006		
I-340012164001	ENVELOPES - PD	R	12/04/2023	53.67		246006		
I-340012331001	ENVELOPES - PD	R	12/04/2023	43.17		246006		
I-340117238001	CLEANER/TAPE - KL	R	12/04/2023	190.18		246006		
I-340117459001	ENVELOPE - KL	R	12/04/2023	46.50		246006		
I-340237452001	OFFICE SUPPLIES - CH	R	12/04/2023	122.43		246006		
I-340369297001	STAPLER/STAPLES - FINANCE	R	12/04/2023	51.63		246006		
I-340992778001	OFFICE SUPPLIES - CH	R	12/04/2023	46.64		246006		
I-340994178001	OFFICE SUPPLIES - CH	R	12/04/2023	10.14		246006		
I-341306624001	NOTEBOOKS - PD	R	12/04/2023	51.90		246006		871.42
	*** VENDOR TOTALS ***					1 CHECKS		871.42

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007878	OVERDRIVE INC							
I-06497CO23414884	MULTIMEDIA - KL	E	12/06/2023	969.89		008406		
I-06497CO23414890	MULTIMEDIA - KL	E	12/06/2023	932.40		008406		
I-06497CO23414906	MULTIMEDIA - KL	E	12/06/2023	978.05		008406		
I-06497CO23415363	MULTIMEDIA - KL	E	12/06/2023	981.48		008406		
I-06497CO23416539	MULTIMEDIA - KL	E	12/06/2023	811.89		008406		4,673.71
	*** VENDOR TOTALS ***					1 CHECKS		4,673.71
010089	D H PACE COMPANY INC							
I-SVC/271-87492	LUBRICATE DOOR- PD	R	12/04/2023	180.00		246007		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-49010409	BEVERAGES FOR RESALE - HAWKEYE	E	12/06/2023	548.96		008388		
I-49010411	BEVERAGES FOR RESALE-HAWKEYE	E	12/06/2023	548.96		008388		
I-97724153	BEVERAGES FOR RESALE CFAC	E	12/06/2023	793.07		008388		1,890.99
	*** VENDOR TOTALS ***					1 CHECKS		1,890.99
009158	PERFORMANCE FOODSERVICE - THOM							
I-7284023	FOOD FOR RESALE - OC	R	12/04/2023	27.57		246008		27.57
	*** VENDOR TOTALS ***					1 CHECKS		27.57
011708	PLAYAWAY PRODUCTS LLC							
I-446753	MULTIMEDIA-KL	E	12/06/2023	431.69		008417		431.69
	*** VENDOR TOTALS ***					1 CHECKS		431.69
009386	POMP'S TIRE SERVICE, INC							
I-1400127663	UNIT #910 TIRES	E	12/06/2023	442.92		008410		
I-1400127960	TIRES - SQUAD CARS	E	12/06/2023	558.16		008410		
I-1400127965	TIRES - SQUAD CARS	E	12/06/2023	558.16		008410		
I-1400128185	UNIT #905 TIRES	E	12/06/2023	442.92		008410		2,002.16
	*** VENDOR TOTALS ***					1 CHECKS		2,002.16
002327	R A D SYSTEMS							
I-24RCT 1299	FY24 RAD RENEWAL - FRIEDERICH	R	12/04/2023	75.00		246009		
I-24RCT 982	FY24 RAD RENEWAL - DEPREZ	R	12/04/2023	75.00		246009		
I-24RCTL 98	FY24 RAD RENEWAL - BRAUN	R	12/04/2023	175.00		246009		325.00
	*** VENDOR TOTALS ***					1 CHECKS		325.00
000587	RED WING SHOE STORE							
I-462-1-63221	BOOTS - JOHN SEUFERER	E	12/06/2023	140.00		008380		
I-462-1-63319	BOOTS - SEUFERER	E	12/06/2023	140.00		008380		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003999	RINGCENTRAL INC							
I-CD_000702145	11/26/23-12/25/23 STATEMENT	E	12/06/2023	5,671.98		008393		5,671.98
	*** VENDOR TOTALS ***					1 CHECKS		5,671.98
004079	STRAWBERRY PATCH							
I-94140	STAFF SHIRTS - PARKS	R	12/04/2023	1,300.00		246010		1,300.00
	*** VENDOR TOTALS ***					1 CHECKS		1,300.00
006963	DAVID SCHUMACHER							
I-11/13/2023 TRNG	11/13/23 MEAL/MILEAGE	E	12/06/2023	53.81		008424		53.81
	*** VENDOR TOTALS ***					1 CHECKS		53.81
002108	JOBE SHANNON							
I-07/2023 FITNESS	07/2023 FITNESS REIMBURSEMENT	R	12/04/2023	18.00		246011		
I-11/21/23 BOOTS	11/2023 BOOT REMBRSMNT	R	12/04/2023	140.00		246011		158.00
	*** VENDOR TOTALS ***					1 CHECKS		158.00
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-456492 #16	PAY 16-ANK BLVD TRNSMSN MAIN	E	12/06/2023	43,223.44		008414		43,223.44
	*** VENDOR TOTALS ***					1 CHECKS		43,223.44
000990	SNYDER & ASSOCIATES INC							
I-119.0975.01C #6	PAY 6-NW NTHLWN UTILITY IMP PH3	E	12/06/2023	5,541.66		008384		
I-120.0274.01 #31	PAY 31-HTT EXT MAG/ORALBR	E	12/06/2023	997.50		008384		
I-120.1005.01 #32	PAY 32-NW 36TH WDNG ASH/ANKBVD	E	12/06/2023	51,000.00		008384		
I-120.1113.01 #33	PAY 33-HTT TRNSMSN MN DRNG IMP	E	12/06/2023	8,492.66		008384		
I-121.0695.01 #28	PAY 28-NE DEL AVE RECON 5/18	E	12/06/2023	26,456.79		008384		
I-123.0135.01 #8	PAY 8-SE ORLBR RD/CRKVM TRFC	E	12/06/2023	13,585.92		008384		
I-123.0251.01 #7	PAY 7-DEL AVE/SE 54TH TRFC SGN	E	12/06/2023	3,304.81		008384		
I-123.0584.01 #2	PAY 2-ANK BLVD IMP/1ST TO 11TH	E	12/06/2023	40,757.61		008384		
I-123.0680.01 #7	PAY 7-ANK BLVD IMP/PTRSN-1ST	E	12/06/2023	35,944.74		008384		186,081.69
	*** VENDOR TOTALS ***					1 CHECKS		186,081.69
004119	WILLIAM J FRENCH							
I-19819 A	WINTER DIESEL ADDITIVE	R	12/04/2023	1,738.00		246012		
I-19819 B	WINTER DIESEL ADDITIVE	R	12/04/2023	748.00		246012		2,486.00
	*** VENDOR TOTALS ***					1 CHECKS		2,486.00
009548	SPLASH EXPRESS LLC							
I-45	CITY CAR WASHES	R	12/04/2023	447.00		246013		
I-46	CITY CAR WASHES	R	12/04/2023	332.00		246013		
I-49	CITY CAR WASHES	R	12/04/2023	357.00		246013		1,136.00
	*** VENDOR TOTALS ***					1 CHECKS		1,136.00

VENDOR SET: 01 City of Ankeny
 BANK: APFNB FIRST NATIONAL BANK AMES
 DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001280	SPRAYER SPECIALTIES INC							
I-1199284-IN	CPLR/CAP - OCM	E	12/06/2023	31.93		008386		
I-1199402-IN	BUSHING/NIP/SWVL-OCM	E	12/06/2023	16.57		008386		48.50
	*** VENDOR TOTALS ***					1 CHECKS		48.50
011407	HALEY WEDEMEIER							
I-11/14/2023 CLASS	11/14/23 CAKE DECORATING CLASS	E	12/06/2023	603.00		008415		603.00
	*** VENDOR TOTALS ***					1 CHECKS		603.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3551678041	PRINTER INK - PW	R	12/04/2023	53.68		246014		53.68
	*** VENDOR TOTALS ***					1 CHECKS		53.68
003234	STOREY KENWORTHY CORPORATION							
I-PINV1133498	2023 W-2 FORMS - HR	R	12/04/2023	587.63		246015		587.63
	*** VENDOR TOTALS ***					1 CHECKS		587.63
011487	STRETCH LAWN CARE							
I-3092	11/4-11/10/23 SOUTH ZONE B MOW	E	12/06/2023	6,245.10		008416		6,245.10
	*** VENDOR TOTALS ***					1 CHECKS		6,245.10
000124	SYSCO IOWA INC							
I-339327333	FOOD FOR RESALE- OC	R	12/04/2023	93.02		246016		93.02
	*** VENDOR TOTALS ***					1 CHECKS		93.02
009540	TELEFLEX LLC							
I-9507638072	IO NEEDLES - FD	E	12/06/2023	1,665.50		008412		1,665.50
	*** VENDOR TOTALS ***					1 CHECKS		1,665.50
011608	THE HOME DEPOT PRO							
I-11/08/2023 PARKS	DRAIN TUBE/CONN/BTU GAS-PKS	R	12/04/2023	577.74		246017		577.74
	*** VENDOR TOTALS ***					1 CHECKS		577.74
011983	THE LOCKER ROOM REAL ESTATE CO							
I-11282023-LRRE	CANCELLATION REFUND-KL	R	12/04/2023	450.00		246018		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
003278	DAVIS EQUIPMENT CORPORATION							
I-WI18430	WIRE CONNECT/SERVICE TOOL-OCM	E	12/06/2023	213.94		008391		213.94
	*** VENDOR TOTALS ***					1 CHECKS		213.94
000966	U S BANK							
I-10/23 P-CARD STMT	U S BANK	D	11/29/2023	33,695.54		002373		33,695.54
	*** VENDOR TOTALS ***					1 CHECKS		33,695.54

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004606	UPTOWN ANKENY INC							
I-1354	FY 2024 MEMBERSHIP	R	12/04/2023	1,000.00		246019		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
011876	HD SUPPLY, INC.							
I-INV00185421	CHEMICALS - MU	E	12/06/2023	259.96		008419		
I-INV00187224	CHEMICALS - MU	E	12/06/2023	472.09		008419		732.05
	*** VENDOR TOTALS ***					1 CHECKS		732.05
010036	USCC SERVICES LLC							
I-0614545343	11/02/2023 STATEMENT	R	12/04/2023	78.27		246020		78.27
	*** VENDOR TOTALS ***					1 CHECKS		78.27
000475	UTILITY EQUIPMENT COMPANY							
I-20056338-000	MH RINGS - MU	E	12/06/2023	2,765.20		008379		
I-20056455-000	SEWER MAINT SUPPLIES - MU	E	12/06/2023	279.00		008379		3,044.20
	*** VENDOR TOTALS ***					1 CHECKS		3,044.20
000858	V & V MANUFACTURING INC							
I-58121	POLICE BADGES - PD	R	12/04/2023	826.65		246021		826.65
	*** VENDOR TOTALS ***					1 CHECKS		826.65
005012	VAN-WALL EQUIPMENT INC							
I-6021721	UNIT #864 SPRINGS - OCM	E	12/06/2023	91.30		008398		
I-6071022	FUEL FILTER/CARB/HOSE -PK MNT	E	12/06/2023	16.06		008398		107.36
	*** VENDOR TOTALS ***					1 CHECKS		107.36
002569	WASTE CONNECTIONS INC							
I-3583682T071	DUMPSTER SERVICE-PRSC	R	12/04/2023	1,028.00		246022		1,028.00
	*** VENDOR TOTALS ***					1 CHECKS		1,028.00
003385	XEROX CORPORATION							
I-INV04300	DOCUSHARE RENEWAL	R	12/04/2023	1,549.80		246023		1,549.80
	*** VENDOR TOTALS ***					1 CHECKS		1,549.80
002783	ZIEGLER INC							
I-IN001243973	EQUIPMENT PARTS - PW	E	12/06/2023	174.73		008389		174.73
	*** VENDOR TOTALS ***					1 CHECKS		174.73

VENDOR SET: 01 City of Ankeny

BANK: APFNB FIRST NATIONAL BANK AMES

DATE RANGE:11/23/2023 THRU 12/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS			CHECK AMOUNT
REGULAR CHECKS:	89			1,111,584.44	0.00			1,111,584.44
HAND CHECKS:	0			0.00	0.00			0.00
DRAFTS:	1			33,695.54	0.00			33,695.54
EFT:	59			700,191.48	0.00			700,191.48
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:	149			1,845,471.46	0.00			1,845,471.46
BANK: APFNB TOTALS:	149			1,845,471.46	0.00			1,845,471.46
REPORT TOTALS:	149			1,845,471.46	0.00			1,845,471.46

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: 11/23/2023 THRU 12/06/2023

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

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Reserve at The Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN RESERVE AT THE GROVE PLAT 1, THE FOR UTILITIES

WHEREAS, on the 2nd day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction, Inc., the Contractor, and Greenland Homes Inc, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-234; 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 4th, 2023 with the following exceptions:

NONE.

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

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

PASSED AND APPROVED on this 4th day of December, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

THE RESERVE AT THE GROVE PLAT 1

Ankeny, Iowa

December 4th, 2023

This is to certify that the construction improvements on the The Reserve at the Grove Plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



November 16, 2023

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

RE: The Reserve at the Grove Plat 1
S&A PROJECT NO.: 121.0358.01

Submitted herein for your information are the following documents supporting the completion of The Reserve at the Grove Plat 1

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,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Reserve at The Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN RESERVE AT THE GROVE PLAT 1, THE FOR PAVING

WHEREAS, on the 2nd day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with Alliance Construction Group, LLC, the Contractor, and Greenland Homes Inc, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-235; 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 4th, 2023 with the following exceptions:

NONE.

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

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

PASSED AND APPROVED on this 4th day of December, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

THE RESERVE AT THE GROVE PLAT 1

Ankeny, Iowa

December 4th, 2023

This is to certify that the construction improvements on the The Reserve at the Grove Plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



November 16, 2023

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

RE: The Reserve at the Grove Plat 1
S&A PROJECT NO.: 121.0358.01

Submitted herein for your information are the following documents supporting the completion of The Reserve at the Grove Plat 1

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,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep. in Reserve at The Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Letter of Assurance

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN RESERVE AT THE GROVE PLAT 1, THE FOR SUBGRADE PREP

WHEREAS, on the 2nd day of May, 2022, the City of Ankeny, Iowa entered into a three-party contract with Knox Trucking, LLC, the Contractor, and Greenland Homes Inc, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-235; 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 4th, 2023 with the following exceptions:

NONE.

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

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

PASSED AND APPROVED on this 4th day of December, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

THE RESERVE AT THE GROVE PLAT 1

Ankeny, Iowa

December 4th, 2023

This is to certify that the construction improvements on the The Reserve at the Grove Plat 1 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



November 16, 2023

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

RE: The Reserve at the Grove Plat 1
S&A PROJECT NO.: 121.0358.01

Submitted herein for your information are the following documents supporting the completion of The Reserve at the Grove Plat 1

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Video inspection
Manhole vacuum test
Mandrel

WATER MAIN:

Pressure test

Sincerely,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in 36th Street Centre Plat 1 for sanitary sewer and water main.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Resolution

CERTIFICATE OF COMPLETION

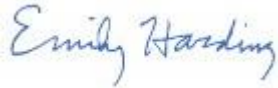
36th Street Centre Plat 1

Ankeny, Iowa

December 4, 2023

This is to certify that the construction improvements on the *36th Street Centre Plat 1* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding". The signature is written in a cursive, flowing style.

Emily Harding, P.E.

Project Engineer

Civil Design Advantage

Iowa License Number 19972

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN 36TH STREET CENTRE PLAT 1 FOR SANITARY SEWER AND WATER MAIN

WHEREAS, on the 31st day of May, 2023, the City of Ankeny, Iowa entered into a three-party contract with Sandstone Management LTD, the Contractor, and North Ankeny Boulevard LLC, the Developer, for the construction of certain public improvements generally described as sanitary sewer and water main, approved under Resolution No. 2023-224; 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 4th, 2023 with the following exceptions:

NONE.

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

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

PASSED AND APPROVED on this 4th day of December, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in 36th Street Centre Plat 1 for paving & subgrade.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Resolution

CERTIFICATE OF COMPLETION

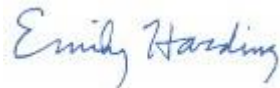
Culver's Public Improvements

Ankeny, Iowa

December 4, 2023

This is to certify that the construction improvements on the *Culver's Public Improvements* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding".

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN 36TH STREET CENTRE PLAT 1 (CULVER'S PUBLIC IMPROVEMENTS) FOR PAVING AND SUBGRADE

WHEREAS, on the 31st day of May, 2023, the City of Ankeny, Iowa entered into a three-party contract with Sandstone Management LTD, the Contractor, and North Ankeny Boulevard LLC, the Developer, for the construction of certain public improvements generally described as Paving and Subgrade, approved under Resolution No. 2023-226; 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 4th, 2023 with the following exceptions:

NONE.

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

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

PASSED AND APPROVED on this 4th day of December, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SW State Street Reconstruction - Southbound Lanes: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by \$28,170.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Alliance Construction Group, LLC in the amount of \$1,379,423.05; and d) Final Payment #4 in the amount of \$59,147.00 / Release of Retainage in the amount of \$68,971.15.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Alliance Construction Group, LLC for the SW State Street Reconstruction - Southbound Lanes project.

The SW State Street Reconstruction - Southbound Lanes project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #1 decreasing the contract amount by \$28,170.00.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the SW State Street Reconstruction - Southbound Lanes project and establishes the final contract amount to be \$1,379,423.05.

4) Final Payment: Alliance Construction Group, LLC = \$59,147.00

Retainage Payment: Alliance Construction Group, LLC = \$68,971.15

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 decreasing the contract amount by \$28,170.00.
2. Accept the Certificate of Completion from the project engineer for the SW State Street Reconstruction - Southbound Lanes project.
3. Adopt the Resolution accepting the SW State Street Reconstruction - Southbound Lanes project with Alliance Construction Group, LLC in the final contract amount of \$1,379,423.05; and
4. Authorize final payment to Alliance Construction Group, LLC in the amount of \$59,147.00 and release of retainage payment in the amount of \$68,971.15 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 17, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Alliance Construction Group, LLC in the amount of \$1,407,593.05 for the construction of the SW State Street Reconstruction - Southbound Lanes project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Change Order
 Certificate of Completion
 Final Pay App (Release Retainage)
 Resolution

city of
Ankeny
bringing it all together

Project Title:	SW State Street Reconstruction - Southbound Lanes		
Contractor:	Alliance Construction Group, LLC		
Address:	9400 Plum Drive, Suite 100, Urbandale, IA 50322		
Finance Budget Code:	968.3968.4451	Finance Project #:	968.4451
Vendor Project #:	N/A	Purchase Order #:	N/A
Original Contract Date:	January 17, 2023	Vendor Account #:	6994

Date of Council Meeting:	December 4, 2023	Change Order #:	1 (Final)
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Purpose of Change Order:

Item #1-10 - Balance the quantities to reflect what was measured in the field

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Subgrade Treatment, Geogrid, Triangular	SY	(2,444.00)	\$ 9.75	\$ (23,829.00)
2	Water Service Stop Box Assembly	EA	1.00	\$ 2,000.00	\$ 2,000.00
3	Full Depth Patches, 9" Depth	SY	32.00	\$ 115.00	\$ 3,680.00
4	Subbase Over-Excavation, 6" Depth	TON	(309.00)	\$ 14.00	\$ (4,326.00)
5	Portable Dynamic Message Sign (PDMS)	CDAY	(5.00)	\$ 130.00	\$ (650.00)
6	Conventional Seeding and Fertilizing, Type 4	AC	(1.20)	\$ 175.00	\$ (210.00)
7	Filter Sock, 9" Diameter	LF	(100.00)	\$ 2.25	\$ (225.00)
8	Filter Sock, Removal	LF	(100.00)	\$ 0.50	\$ (50.00)
9	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	(1.20)	\$ 3,400.00	\$ (4,080.00)
10	Inlet Protection Device, Maintenance	EA	(16.00)	\$ 30.00	\$ (480.00)

Change Order #:	1 (Final)	makes the following adjustments to the Contract:	\$ (28,170.00)
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Contractor Accepted: Alliance Construction Group, LLC

Firm Name

Ryan McKinsey 11/8/23
Signature Date

Date _____

Engineer Approved: City of Ankeny

Firm Name

Signature _____ Date 11/8/23

Date _____

Owner Accepted: City of Ankeny

Mayor

Signature

Title December 4 M6
November 20, 2023

Date _____

Attest for Owner:

City Clerk

Signature

Title December 4th
November 20, 2023
Date

Record of Change Orders:

Original Contract Amount		\$ 1,407,593.05
#	Change Order Date	Amount
1	November 20, 2023	\$ (28,170.00)
2	December 4 11/6	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 1,379,423.05

CERTIFICATE OF COMPLETION

SW State Street Reconstruction – Southbound Lanes

Ankeny, Iowa

December 4th, 2023

McClure's scope of services for this project included field survey, public improvement design, material submittal review, construction staking, and as-built survey. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the ***SW State Street Reconstruction – Southbound Lanes*** project have been completed in substantial conformance with the plans and specifications for the project. McClure has no knowledge of items related to construction observation or certain construction administration items such as field and laboratory testing. The final contract amount is ***\$1,379,423.05***. I hereby recommend acceptance of the project.

Respectfully submitted,



Colton Hoffmann

Project Engineer

McClure

Iowa License Number 26427

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: Alliance Construction Group, LLC
Address: 9400 Plum Drive, Suite 100, Urbandale, IA 50322
Finance Budget Code: 968.3968.4451 Finance Project #: 968.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: January 17, 2023 Vendor Account #: 6994

Date of Council Meeting: December 4 MGR
November 20, 2023 ✓ Payment Application #: 4 (Final) ✓

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

Contract Summary:

Original Contract Amount:	\$	1,407,593.05	
Net Change by Change Orders:	\$	(28,170.00) ✓	
Contract Amount to Date: (line 1 ± 2)	\$	1,379,423.05	
Total Completed and Stored to Date:	\$	1,379,423.05	
Retainage: <u>5</u> % of Completed Work:	\$	68,971.15	
Total Earned Less Retainage:	\$	1,310,451.90	
Less Previous Applications for Payment:	\$	1,251,304.90	
SUBTOTAL:	\$	59,147.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	59,147.00	
Balance to Finish, Including Retainage:	\$	68,971.15	

Contract Time Remaining: 5.00 Working Days

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

Construction Contractor Approval: Alliance Construction Group, LLC

Firm Name

Ryan McKinney
Signature

11/8/23
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Matthew Grgurich - Civil Engineer I

E-mail: MGrgrich@Ankenylowa.gov

Phone Number: (515) 963-3549

Date Printed: 11/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, On-Site, 6" Depth	CY	455.00		455.00	\$ 8.25	\$ 3,753.75		\$ -	455.00	455.00	\$ 3,753.75	0.00	100.00%
2.02	Excavation, Class 10	CY	2,492.00		2,492.00	\$ 5.25	\$ 13,083.00		\$ -	2,492.00	2,492.00	\$ 13,083.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	10,102.00		10,102.00	\$ 3.15	\$ 31,821.30		\$ -	10,102.00	10,102.00	\$ 31,821.30	0.00	100.00%
2.04	Subgrade Treatment, Geogrid, Triangular	SY	2,500.00	(2,444.00)	56.00	\$ 9.75	\$ 546.00		\$ -	56.00	56.00	\$ 546.00	0.00	100.00%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	10,102.00		10,102.00	\$ 13.50	\$ 136,377.00		\$ -	10,102.00	10,102.00	\$ 136,377.00	0.00	100.00%
2.06	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
SEWERS AND DRAINS														
4.01	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	16.00		16.00	\$ 180.00	\$ 2,880.00		\$ -	16.00	16.00	\$ 2,880.00	0.00	100.00%
4.02	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	8.00		8.00	\$ 185.00	\$ 1,480.00		\$ -	8.00	8.00	\$ 1,480.00	0.00	100.00%
4.03	Removal of Storm Sewer, Less than 36" Diameter	LF	24.00		24.00	\$ 72.00	\$ 1,728.00		\$ -	24.00	24.00	\$ 1,728.00	0.00	100.00%
4.04	Subdrain, Corrugated PVC, Type 1, Case C, 6" Diameter	LF	2,138.00		2,138.00	\$ 20.00	\$ 42,760.00		\$ -	2,138.00	2,138.00	\$ 42,760.00	0.00	100.00%
4.05	Subdrain, Corrugated PVC, Type 1, Case C, 8" Diameter	LF	370.00		370.00	\$ 24.00	\$ 8,880.00		\$ -	370.00	370.00	\$ 8,880.00	0.00	100.00%
4.06	Subdrain, Corrugated PVC, Type 2, case D, 8" Diameter	LF	51.00		51.00	\$ 24.00	\$ 1,224.00		\$ -	51.00	51.00	\$ 1,224.00	0.00	100.00%
4.07	Subdrain Cleanout, Type B, 24" Diameter	EA	8.00		8.00	\$ 1,875.00	\$ 15,000.00	4.00	\$ 7,500.00	4.00	8.00	\$ 15,000.00	0.00	100.00%
4.08	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	6.00		6.00	\$ 400.00	\$ 2,400.00		\$ -	6.00	6.00	\$ 2,400.00	0.00	100.00%
4.09	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	1.00		1.00	\$ 400.00	\$ 400.00		\$ -	1.00	1.00	\$ 400.00	0.00	100.00%
4.10	Removal of Subdrain	LF	415.00		415.00	\$ 3.50	\$ 1,452.50		\$ -	415.00	415.00	\$ 1,452.50	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Service Stop Box Assembly	EA	2.00	1.00	3.00	\$ 2,000.00	\$ 6,000.00		\$ -	3.00	3.00	\$ 6,000.00	0.00	100.00%
5.02	Valve, Gate, 6" Diameter	EA	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	1.00	1.00	\$ 2,800.00	0.00	100.00%
5.03	Valve Removal	EA	2.00		2.00	\$ 3,200.00	\$ 6,400.00		\$ -	2.00	2.00	\$ 6,400.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, SW-505, Cast-In-Place	EA	2.00		2.00	\$ 7,500.00	\$ 15,000.00		\$ -	2.00	2.00	\$ 15,000.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Type C Casting	EA	1.00		1.00	\$ 2,600.00	\$ 2,600.00		\$ -	1.00	1.00	\$ 2,600.00	0.00	100.00%
6.03	Intake Adjustment, Minor, SW-505	EA	1.00		1.00	\$ 2,600.00	\$ 2,600.00		\$ -	1.00	1.00	\$ 2,600.00	0.00	100.00%
6.04	Remove Intake	EA	2.00		2.00	\$ 2,600.00	\$ 5,200.00		\$ -	2.00	2.00	\$ 5,200.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 9" Depth	SY	8,751.00		8,751.00	\$ 79.00	\$ 691,329.00		\$ -	8,751.00	8,751.00	\$ 691,329.00	0.00	100.00%
7.02	Concrete Median, Class C or C-SUD, 6" Depth	SY	115.00		115.00	\$ 65.00	\$ 7,475.00		\$ -	115.00	115.00	\$ 7,475.00	0.00	100.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00		\$ -	1.00	1.00	\$ 9,500.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	14.00		14.00	\$ 120.00	\$ 1,680.00		\$ -	14.00	14.00	\$ 1,680.00	0.00	100.00%
7.05	Removal of Driveway	SY	59.00		59.00	\$ 95.00	\$ 5,605.00		\$ -	59.00	59.00	\$ 5,605.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 4" Depth	SY	14.00		14.00	\$ 115.00	\$ 1,610.00		\$ -	14.00	14.00	\$ 1,610.00	0.00	100.00%
7.07	Sidewalk, PCC, Class C, 6" Depth	SY	22.00		22.00	\$ 115.00	\$ 2,530.00		\$ -	22.00	22.00	\$ 2,530.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	20.00		20.00	\$ 120.00	\$ 2,400.00		\$ -	20.00	20.00	\$ 2,400.00	0.00	100.00%
7.09	Driveway, Paved, Type A with Radii, PCC, Class C, 7" Depth	SY	49.00		49.00	\$ 80.00	\$ 3,920.00		\$ -	49.00	49.00	\$ 3,920.00	0.00	100.00%
7.10	Full Depth Patches, 9" Depth	SY	428.00	32.00	460.00	\$ 115.00	\$ 52,900.00		\$ -	460.00	460.00	\$ 52,900.00	0.00	100.00%
7.11	Subbase Over-Excavation, 6" Depth	TON	320.00	(309.00)	11.00	\$ 14.00	\$ 154.00		\$ -	11.00	11.00	\$ 154.00	0.00	100.00%
7.12	Pavement Removal	SY	8,571.00		8,571.00	\$ 8.75	\$ 74,996.25		\$ -	8,571.00	8,571.00	\$ 74,996.25	0.00	100.00%
TRAFFIC CONTROL														
8.01	Traffic Signal Modification, SW State Street and SW Ordinance Road	LS	1.00		1.00	\$ 14,750.00	\$ 14,750.00		\$ -	1.00	1.00	\$ 14,750.00	0.00	100.00%
8.02	Traffic Signal Modification, Temporary, SW State St and SW Ordinance Rd	LS	1.00		1.00	\$ 2,300.00	\$ 2,300.00		\$ -	1.00	1.00	\$ 2,300.00	0.00	100.00%
8.03	Traffic Signal Modification, Temporary, SW State St and West First St	LS	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.50	\$ 1,600.00	0.50	1.00	\$ 3,200.00	0.00	100.00%
8.04	Painted Pavement Markings, Durable	STA	38.39		38.39	\$ 225.00	\$ 8,637.75		\$ -	38.39	38.39	\$ 8,637.75	0.00	100.00%
8.05	Wet, Retroreflective Removable Tape Markings	STA	1.40		1.40	\$ 525.00	\$ 735.00		\$ -	1.40	1.40	\$ 735.00	0.00	100.00%
8.06	Painted Symbols and Legends, Durable	EA	8.00		8.00	\$ 425.00	\$ 3,400.00		\$ -	8.00	8.00	\$ 3,400.00	0.00	100.00%
8.07	Raised Pavement Markers	EA	160.00		160.00	\$ 6.50	\$ 1,040.00		\$ -	160.00	160.00	\$ 1,040.00	0.00	100.00%
8.08	Pavement Markings Removed, Waterblasting	STA	20.20		20.20	\$ 115.00	\$ 2,323.00		\$ -	20.20	20.20	\$ 2,323.00	0.00	100.00%
8.09	Symbols and Legends Removed, Waterblasting	EA	1.00		1.00	\$ 325.00	\$ 325.00		\$ -	1.00	1.00	\$ 325.00	0.00	100.00%
8.10	Grooves Cut for Pavement Markings	STA	37.02		37.02	\$ 125.00	\$ 4,627.50		\$ -	37.02	37.02	\$ 4,627.50	0.00	100.00%
8.11	Grooves Cut for Symbols and Legends	EA	5.00		5.00	\$ 200.00	\$ 1,000.00		\$ -	5.00	5.00	\$ 1,000.00	0.00	100.00%
8.12	Temporary Traffic Control	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.40	\$ 16,000.00	0.60	1.00	\$ 40,000.00	0.00	100.00%
8.13	Portable Dynamic Message Sign (PDMS)	CDAY	20.00	(5.00)	15.00	\$ 130.00	\$ 1,950.00		\$ -	15.00	15.00	\$ 1,950.00	0.00	100.00%
8.14	Traffic Signs by Area	SF	12.00		12.00	\$ 40.00	\$ 480.00	12.00	\$ 480.00		12.00	\$ 480.00	0.00	100.00%
8.15	Wood Posts	LF	24.00		24.00	\$ 40.00	\$ 960.00		\$ -	24.00	24.00	\$ 960.00	0.00	100.00%
8.16	Round Steel Posts	LF	30.00		30.00	\$ 90.00	\$ 2,700.00	30.00	\$ 2,700.00		30.00	\$ 2,700.00	0.00	100.00%
8.17	Round Steel Post Anchors	EA	3.00		3.00	\$ 325.00	\$ 975.00		\$ -	3.00	3.00	\$ 975.00	0.00	100.00%
8.18	Remove and Reinstall Traffic Signs	EA	7.00		7.00	\$ 225.00	\$ 1,575.00		\$ -	7.00	7.00	\$ 1,575.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.19	Remove and Salvage Traffic Sign Assembly	EA	3.00				3.00	\$	125.00	\$	375.00			3.00	\$	375.00			0.00	100.00%
SITE WORK AND LANDSCAPING																				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.20	(1.20)			0.00	\$	175.00	\$	-				0.00	\$	-		0.00	0.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	1.20				1.20	\$	2,300.00	\$	2,760.00	1.20	\$	2,760.00	1.20	\$	2,760.00	0.00	100.00%	0.00%
9.03	Filler Sock, 6" Diameter	LF	100.00	(100.00)			0.00	\$	2.25	\$	-				0.00	\$	-		0.00	0.00%
9.04	Filler Sock, Removal	LF	100.00	(100.00)			0.00	\$	0.50	\$	-				0.00	\$	-		0.00	0.00%
9.05	Erosion Control Mulching, Bonded Fiber Matrix (BFM)	AC	2.40	(1.20)			1.20	\$	3,400.00	\$	4,080.00	1.20	\$	4,080.00	1.20	\$	4,080.00	0.00	100.00%	0.00%
9.06	Inlet Protection Device, Surface-applied	EA	3.00				3.00	\$	75.00	\$	225.00			3.00	\$	225.00			0.00	100.00%
9.07	Inlet Protection Device, Drop-in	EA	8.00				8.00	\$	175.00	\$	1,400.00	4.00	\$	700.00	8.00	\$	1,400.00	0.00	100.00%	0.00%
9.08	Inlet Protection Device, Maintenance	EA	16.00	(16.00)			0.00	\$	30.00	\$	-				0.00	\$	-		0.00	0.00%
DEMOLITION																				
MISCELLANEOUS																				
11.01	Mobilization	LS	1.00				1.00	\$	85,000.00	\$	85,000.00	0.25	\$	21,250.00	1.00	\$	85,000.00	0.00	100.00%	0.00%
11.02	Temporary Granular Driveway	TON	78.00				78.00	\$	60.00	\$	4,680.00	39.00	\$	2,340.00	78.00	\$	4,680.00	0.00	100.00%	0.00%
11.03	Concrete Washout, Roll-off Container	LS	1.00				1.00	\$	5,500.00	\$	5,500.00			1.00	\$	5,500.00	0.00	100.00%	0.00%	
ELECTRICAL RELOCATION																				
12.01	Conduit, Gray HDPE, 2" Diameter, trench or Trenchless	LF	645.00				645.00	\$	16.00	\$	10,320.00			645.00	\$	10,320.00	0.00	100.00%	0.00%	
12.02	Power Cable 2-3C #6 AWG, Tracer Wire, and Pull Rope	LF	790.00				790.00	\$	13.00	\$	10,270.00			790.00	\$	10,270.00	0.00	100.00%	0.00%	
12.03	Type I Handhole, 24" Diameter, Precast Concrete	EA	3.00				3.00	\$	950.00	\$	2,850.00	3.00	\$	2,850.00	3.00	\$	2,850.00	0.00	100.00%	0.00%
CHANGE ORDER ITEMS																				
13.01							0.00			\$	-				0.00	\$	-	0.00	0.00%	0.00%
13.02							0.00			\$	-				0.00	\$	-	0.00	0.00%	0.00%
13.03							0.00			\$	-				0.00	\$	-	0.00	0.00%	0.00%
13.04							0.00			\$	-				0.00	\$	-	0.00	0.00%	0.00%
13.05							0.00			\$	-				0.00	\$	-	0.00	0.00%	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,379,423.05 PAY PERIOD = \$ 62,260.00

COMPLETED = \$1,379,423.05

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 149,235.88
2	August 21, 2023	\$ 822,488.15
3	September 18, 2023	\$ 279,580.87
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 1,251,304.90

Record of Change Orders:

No.	Date	Amount
1	November 20, 2023	\$ (28,170.00)
2	December 4, 2023	
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CHANGE ORDER TOTAL = \$ (28,170.00)

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days: 90.0
Added by Change Order:
Total Working Days: 90.0
Working Days Used to Date: 85.0
Working Days Remaining: 5.0

Full Completion:

Contract Working Days: 10.0
Added by Change Order:
Total Working Days: 10.0
Working Days Used to Date: 10.0
Working Days Remaining: 0.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", 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 SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES

WHEREAS, on the 17th day of January, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Alliance Construction Group, LLC of Urbandale, Iowa, for the construction of certain public improvements generally described as the SW State Street Reconstruction - Southbound Lanes; 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 4, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$1,379,423.05, as shown in the report of the Engineer.

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SE Quadrant Fiber Optic Upgrade: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Electric Conduit Construction Company in the amount of \$81,508.16; and c) Retainage Payment in the amount of \$825.41.

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 retainage payments to Electric Conduit Construction Company of Elburn, Illinois for the SE Quadrant Fiber Optic Upgrade.

The project is now complete. The project replaced an important backbone section of the City's fiber optic network, between the Traffic Signal Shop and Fire Station #2, that had insufficient bandwidth and significant reliability issues. The new infrastructure was placed at sufficient depth to avoid freezing, with additional single-mode fiber optic cables for both the needs of overall City agency communications and the traffic signal network.

A series of actions are needed in order to close out this construction project:

- a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.
- b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the SE Quadrant Fiber Optic Upgrade and establishes the final contract amount to be \$81,508.16.
- c) Retainage Payment: Electric Conduit Construction Company = \$825.41

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

- 1. Accept the Engineer's Certificate of Completion for the SE Quadrant Fiber Optic Upgrade.
- 2. Adopt the Resolution accepting the SE Quadrant Fiber Optic Upgrade in the final contract amount of \$81,508.16.
- 3. Authorize Retainage Payment in the amount of \$825.41.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 16, 2022: City Council awarded construction and approved construction contract.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion

 [Resolution](#)

 [Final Pay Application](#)

CERTIFICATE OF COMPLETION

SE Quadrant Fiber Optic Upgrade

Ankeny, Iowa

December 4, 2023

This is to certify that the construction improvements on the *SE Quadrant Fiber Optic Upgrade* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$81,508.16**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in cursive script that reads "Leslie Hart".

*Leslie Hart, P.E.
Traffic Engineering Manager
City of Ankeny, Iowa
Iowa License Number 16020*

RESOLUTION

RESOLUTION ACCEPTING THE SE QUADRANT FIBER OPTIC UPGRADE WITH ELECTRIC CONDUIT CONSTRUCTION COMPANY

WHEREAS, on the 6th day of May, 2022, the City of Ankeny entered into contract with Electric conduit Construction Company of Elburn, Illinois, for the construction of certain public improvements generally described as construction of the SE Quadrant Fiber Optic Upgrade; 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 4, 2023.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$81,508.16 as shown in the report of the Engineer.

PASSED AND APPROVED on this 4th day of December, 2023.

Mark E. Holm
Mayor

ATTEST:

Michelle Yuska
City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Quadrant Fiber Upgrade, Phase One
Contractor: Electric Conduit Construction Company
Address: 741 Hicks Dr, Elburn, IL. 60119
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 6, 2022 **Vendor #** 11457

Date of Council Meeting: December 4, 2023 **PAYMENT REQUEST #** 3 and Final
PAYMENT PERIOD: From: July 1, 2023 Through: November 1, 2023

Contract Summary

Original Contract Amount:	\$	74,688.94	
Net change by Change Orders:	\$	6,819.22	
Contract Amount to Date: (line 1 ± 2)	\$	81,508.16	
Total completed and stored to date:	\$	81,508.16	
Retainage: 5 % of Completed Work:	\$	4,075.41	
Total Earned less Retainage:	\$	77,432.75	
Less previous applications for payment:	\$	77,432.75	
SUBTOTAL	\$		0.00
OTHER CHARGES 6.5 Days of Liquidated Damages at \$500.00 per Calendar Day for emergency fiber optic repairs on January 1, 2023	\$		(3,250.00)
CURRENT PAYMENT DUE			\$0.00

Balance to finish, including retainage: \$825.41

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: Electric Conduit Construction Company
Firm Name

Signature: Grant Furman Date: 11/17/23

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 11/22/23

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager
E-mail: LHart@AnkenyIowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	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 PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
TRAFFIC CONTROL														
8.1	Provide and Install One (1) - BLUE 2" HDPE Conduit, Boring	LF	1,040.00	11.00	1,051.00	\$ 15.77	\$ 16,574.27	780.00	\$ 12,300.60	780.00	1,051.00	\$ 16,574.27	0.00	100.00%
8.2	Provide and Install Type III HH (24"x36"x30")	EA	1.00		1.00	\$ 1,308.43	\$ 1,308.43	1.00	\$ 1,308.43		1.00	\$ 1,308.43	0.00	100.00%
8.3	Provide and Install Type IV HH (30"x48"x36")	EA	3.00		3.00	\$ 1,796.96	\$ 5,390.88	3.00	\$ 5,390.88		3.00	\$ 5,390.88	0.00	100.00%
8.4	Handhole Modifications	EA	1.00	(1.00)	0.00	\$ 248.25	\$ -	1.00	\$ 248.25	1.00	0.00	\$ -	0.00	0.00%
8.5	Install One (1) Fiber Optic Cable (96 count or less)	LF	825.00		825.00	\$ 1.52	\$ 1,254.00	620.00	\$ 942.40	620.00	825.00	\$ 1,254.00	0.00	100.00%
8.6	Install Two (2) Fiber Optic Cable (96 count or less)	LF	7,200.00	1,575.00	8,775.00	\$ 1.68	\$ 14,742.00	5,400.00	\$ 9,072.00	5,400.00	8,775.00	\$ 14,742.00	0.00	100.00%
8.7	Install Three (3) Fiber Optic Cable (96 count or less)	LF	500.00		500.00	\$ 1.83	\$ 915.00	375.00	\$ 686.25	375.00	500.00	\$ 915.00	0.00	100.00%
8.8	Remove Existing Fiber Optic Cable (48 count or less)	LS	1.00		1.00	\$ 7,546.78	\$ 7,546.78	1.00	\$ 7,546.78		1.00	\$ 7,546.78	0.00	100.00%
8.9	Provide and Install Splice Case	EA	4.00		4.00	\$ 476.20	\$ 1,904.80	4.00	\$ 1,904.80		4.00	\$ 1,904.80	0.00	100.00%
8.10	Fiber Optic Cable Fusion Splices	EA	420.00		420.00	\$ 55.00	\$ 23,100.00	420.00	\$ 23,100.00	420.00	488.00	\$ 25,740.00	0.00	100.00%
8.11	Temporary Traffic Control	LS	1.00		1.00	\$ 1,674.00	\$ 1,674.00	1.00	\$ 1,674.00		1.00	\$ 1,674.00	0.00	100.00%
MISCELLANEOUS														
11.1	Mobilization	LS	1.00		1.00	\$ 2,850.00	\$ 2,850.00	1.00	\$ 2,850.00		1.00	\$ 2,850.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Corr 1. Modify existing fiber optic HH #3 and make conduit adjustments	LS		1.00	1.00	\$ 1,608.00	\$ 1,608.00	1.00	\$ 1,608.00		1.00	\$ 1,608.00	0.00	100.00%
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 = \$ 81,508.16 PAY PERIOD = \$ 68,632.39

COMPLETED = \$ 81,508.16

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 6, 2023	\$ 63,673.17
2	August 21, 2023	\$ 13,759.58
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 77,432.75

Record of Change Orders

No.	Date	Amount
1	August 21, 2023	\$ 6,819.22
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CHANGE ORDER TOTAL = \$ 6,819.22

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



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving a 28E Agreement between the City of Ankeny and the Iowa Department of Revenue ("IDR") for a tobacco, Alternative Nicotine and Vapor Product Enforcement Program in the City of Ankeny.

EXECUTIVE SUMMARY:

The Ankeny Police Department would like to accept an invitation from the Iowa Department of Revenue (IDR) to participate in the I-LEDGE Tobacco Alternative Nicotine and Vapor Product Enforcement Program for the remainder of fiscal year 2024 (October 2023-June 2024). The benefit of a partnership between the agencies is evidenced by the 100% compliance rate in the City of Ankeny obtained by tobacco retailers in FY2023. A 28E must be signed in order to participate in compliance checks at each of the tobacco, alternative nicotine and vapor product retailer during FY2024.

FISCAL IMPACT: **Yes**

The City is reimbursed \$75 for each reported compliance check. IDR renews the 28E agreement annually because it is tied to their annual budget which supports the funding and reimbursement to local communities.

CITY MANAGER'S RECOMMENDATIONS:

City Staff recommends approval of this 28E Agreement with the Iowa Department of Revenue for a Tobacco Sales Enforcement Program in the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 28E Agreement

RESOLUTION

A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF ANKENY AND THE IOWA DEPARTMENT OF REVENUE (“IDR”) FOR A TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT PROGRAM IN THE CITY OF ANKENY

WHEREAS, the City of Ankeny desires to enter into a 28E Agreement (I-PLEDGE PROGRAM) with the Iowa Department of Revenue (“IDR”) for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code Section 453A.2.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the 28E Agreement for funding of tobacco, alternative nicotine and vapor product enforcement activities, a copy of which is hereto attached, should be and the same is hereby approved and the Mayor should be and is hereby authorized and empowered to execute said agreement.

PASSED AND APPROVED this 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Ankeny Police Department ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 411 SW Ordinance Road, Ankeny, IA 50023.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2024-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2024, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 **Responsibilities of the Department.**
 - 5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.
 - 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.
 - 5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within

RECEIVED

NOV 20 2023

REGULATION

the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2023.**

5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2024**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2023 business year, but not before October 1, 2023. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2023 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.

5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2024**.

5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.

5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.

5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2024**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6 . Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to IDR in the manner prescribed by IDR.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.
- 5.2 **Responsibilities of IDR.**
 - 5.2.1 **Enforcement Guidance.** IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
 - 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
 - 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
 - 5.2.4 **Insurance, Benefits, and Compensation.** IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after October 1, 2023 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
- 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
- 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
- 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
 - 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
Name: Jessica Ekman
Title: Tobacco Program Coordinator
Address: 1918 SE Hulsizer Road

City, State Zip Code	Ankeny, Iowa 50021
Phone Number:	(515) 281-7434
E-mail Address	Ekman@iowaabd.com

Party:	The Department
Name:	Darius Potts
Title:	Chief
Address:	411 SW Ordnance Road
City, State Zip Code	Ankeny, Iowa 50023
Phone Number:	515-286-3333
E-mail Address	dpotts@ankenyiowa.gov

- 12.11 **Cumulative Rights**. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability**. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization**. Each party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
- 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest**. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access**. The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

12.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

Ankeny Police Department	
Signature	Date
Name: Darius Potts	
Title: Chief	



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** setting a time and place for a public hearing on the proposed 2024-2028 Capital Improvement Program (date of hrg: 12/18/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:
The Capital Improvement Program services as a guide for the provision of public improvements, outlining the timing and financing of projects for a five-year period.

For 2024-2028, the Capital Improvement Program totals \$244,866,000. Of this total, 51% is identified for transportation projects, 30% for municipal utilities (water, sewer and storm water) projects, 13% for municipal buildings, 4% for park facilities, 1% for operating/construction equipment and 1% for sidewalks/trails.

FISCAL IMPACT: **Yes**
The capital budget is a significant portion of the fiscal year 2025 budget. It includes the costs associated with the 2024 capital projects, the first year of the 2024-2028 Capital Improvement Program. The remaining four years of the program become a part of the City's long-term financial plan.

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting a time and place for a public hearing on the proposed 2024-2028 Capital Improvement Program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was presented and reviewed by the City Council at the November 6, 2023 and November 13, 2023 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing will be published in the Des Moines Register on December 8, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Public Hearing

RESOLUTION

A RESOLUTION SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED 2024-2028 CAPITAL IMPROVEMENT PROGRAM

WHEREAS, City staff has prepared the 2024-2028 Capital Improvement Program; and

WHEREAS, City Council now deems it necessary to provide for notice and hearing before adoption of the 2024-2028 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 2024-2028 Capital Improvement Program is hereby set to commence at 5:30 P.M., on the 18th day of December 2023, 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 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON THE PROPOSED 2024-2028 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 18th day of December 2023, at which time and place the City Council will hold a public hearing on a proposed resolution approving the 2024-2028 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.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 8th day of December, 2023



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-31

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-31.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Mayor's annual appointments of council and staff to serve on various committees and boards for 2024.

EXECUTIVE SUMMARY:

The Mayor is asking council to approve the recommendations he is making for appointments to expiring Boards and Committees, as attached.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of a resolutions making certain appointments for 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION appointing council and staff to serve on various committees and boards for 2024.

Action: <p>Consider motion to adopt RESOLUTION appointing a member and alternate member to the Polk County 911 Service Board.</p>

Action: <p>Consider motion to adopt RESOLUTION appointing representatives to the Des Moines Area MPO Committees.</p>

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Appointments - 2024
 Resolution - 911
 Resolution - MPO

RESOLUTION 2023-xxx

A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE VARIOUS COMMITTEES AND BOARDS

BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the following are hereby designated and appointed as the City of Ankeny's representatives to listed Committees and Boards to serve at the pleasure of the council 12/31/2024.

Appointment	1st Rep	2nd Rep	1st Alt	2nd Alt
DART	Todd Shafer		Kelly Stearns	
MPO-Policy	Mark Holm	David Jones	Michael Schrock	Bobbi Bentz
MPO-Technical	Amy Quartell	Mark Mueller	Adam Lust	
MPO - Executive	Mark Holm			
MWA	Mark Holm	Joe Ruddy		
WRA	Joe Ruddy	Mike Schrock	Don Clark	
WRA Technical	Don Clark	Roger McFarland		
Chamber	Mark Holm	Derek Lord		
Development Corp	Mark Holm	Derek Lord		
BRAVO	Jeff Perry			
CIRDWC	Jeff Perry	Don Clark	Michael Schrock	
City/School Sub	Bobbi Bentz	Mark Holm	Kelly Stearns	
Comm.Ed Ad	Jeff Perry	Joe Ruddy		
4-MI Creek watershed	Todd Shafer		Mark Mueller	
Convention & Visitors Bureau	Bobbi Bentz		Kelly Stearns	
Metro Advisory Council	Bobbi Bentz	Mark Holm	Kelly Stearns	
Uptown Ankeny Association	Mark Holm		Derek Lord	
Polk County Emergency Mgmt	Mark Holm		All Council	Chief Potts
Polk County Joint 911	Darius Potts	Robert Chiappano		
Des Moines Partnership	Todd Shafer			
Ankeny Sports Foundation	Joe Ruddy			
Des Moines Sister Cities Commission	Eric Baker			
PCAA	Jeff Wangness	Todd Ashby		
Mid-Iowa Planning Alliance	Derek Lord			

DATED this 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

2024 Mayor Annual Appointments

Appointment	1st Rep	2nd Rep	1st Alt	2nd Alt	Date appt	RES
DART	Todd Shafer		Kelly Stearns		12/4/2023	
MPO-Policy	Mark Holm	David Jones	Michael Schrock	Bobbi Bentz	12/4/2023	2023-
MPO-Technical	Amy Quartell	Mark Mueller	Adam Lust		12/4/2023	2023-
MPO - Executive Board	Mark Holm					2023-
MWA	Mark Holm	Joe Ruddy			12/4/2023	
WRA	Joe Ruddy	Mike Schrock	Don Clark		12/4/2023	
WRA Technical	Don Clark	Roger McFarland			12/4/2023	
Chamber	Mark Holm	Derek Lord			12/4/2023	
Development Corp	Mark Holm	Derek Lord			12/4/2023	
BRAVO	Jeff Perry				12/4/2023	
CIRDWC	Jeff Perry	Don Clark	Michael Schrock		12/4/2023	
City/School Sub	Bobbi Bentz	Mark Holm	Kelly Stearns		12/4/2023	
Comm. Ed Ad	Jeff Perry	Joe Ruddy			12/4/2023	
4-MI Creek Watershed	Todd Shafer		Mark Mueller		12/4/2023	
Convention & Visitors Bureau	Bobbi Bentz		Kelly Stearns		12/4/2023	
MAC	Bobbi Bentz	Mark Holm	Kelly Stearns		12/4/2023	
Uptown Ankeny Association	Mark Holm		Derek Lord		12/4/2023	
Polk County Emergency Mgmt	Mark Holm		All Council	Potts	12/4/2023	
Polk County Joint 911	Darius Potts	Robert Chiappano			12/4/2023	2023-
Des Moines Partnership	Todd Shafer				12/4/2023	
Ankeny Sports Foundation	Joe Ruddy				12/4/2023	
Des Moines Sister Cites Commission	Eric Baker				12/4/2023	
Polk County Aviation Authority	Jeff Wangness	Todd Ashby			12/4/2023	
Mid-Iowa Planning Alliance	Derek Lord				12/4/2023	

Anticipated Approved 12/4/2023 RES 2023-

RESOLUTION 2023-

**RESOLUTION APPOINTING A MEMBER AND ALTERNATE MEMBER TO THE
POLK COUNTY 911 SERVICE BOARD**

WHEREAS, the Polk County Joint 911 Service Board enables the orderly development, installation, and operation of 911 emergency telephone communications systems and other emergency 911 notification devices; and

WHEREAS, the Polk County Board of Supervisors shall maintain a Joint 911 Service Board; and

WHEREAS, each political subdivision having a public safety agency serving territory within the county is entitled to voting membership on the Joint 911 Service Board; and

Whereas, the Joint 911 Service Board shall annually submit a listing of members, to include the political subdivision they represent; and

WHEREAS, the board members shall be the liaison between their jurisdiction and the board.

NOW, THEREFORE, BE IT RESOLVED that Chief of Police, Darius Potts be appointed as the primary member; and

BE IT FURTHER RESOLVED that Deputy Chief of Fire, Robert Chiappano be appointed as an alternate member; and

BE IT FURTHER RESOLVED that the Member, Alternate Member or Secondary Alternate Member attend the Board meetings on behalf of The City of Ankeny.

PASSED AND APPROVED this 4th day of December, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION 2023-

RESOLUTION APPOINTING THE CITY OF ANKENY'S REPRESENTATION TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

WHEREAS, the City of Ankeny is a member of the Des Moines Area MPO; and

WHEREAS, the Des Moines Area MPO has requested its member governments to appoint primary and alternate representatives to serve on its Policy Committee and Technical Committee for terms that will run from January 1, 2024, through December 31, 2024; and

WHEREAS, the City of Ankeny is also entitled to have one of its primary representatives to the Policy Committee serve on the Des Moines Area MPO Executive Committee;

NOW, THEREFORE, BE IT RESOLVED by the Ankeny City Council to appoint the following representatives to the Des Moines Area MPO:

<u>Policy Committee Primary Representative 1:</u>	<u>Mark Holm</u>
<u>Policy Committee Primary Representative 2:</u>	<u>David Jones</u>
<u>Policy Committee Alternate Representative 1:</u>	<u>Michael Schrock</u>
<u>Policy Committee Alternate Representative 2:</u>	<u>Bobbi Bentz</u>
<u>Technical Committee Primary Representative 1:</u>	<u>Amy Quartell</u>
<u>Technical Committee Primary Representative 2:</u>	<u>Mark Mueller</u>
<u>Technical Committee Alternate Representative 1:</u>	<u>Adam Lust</u>
<u>Executive Committee Representative:</u>	<u>Mark Holm</u>

PASSED AND APPROVED this 4th day of December, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed North Four Mile Creek Trunk Sewer - Phase 2 (PH 2023-63)

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer - Phase 2 project will extend a 30-inch diameter sanitary sewer north along N. Ankeny Blvd. for approximately 1250 lineal feet and then continue north with an 18-inch diameter sanitary sewer for another 700 lineal feet to the end of the project.

The construction improvements include the installation of approximately 700 lineal feet of 18-inch sanitary sewer, 1250 lineal feet of 30-inch sanitary sewer with trenchless methods, 5 sanitary sewer manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, November 28, 2023. Six (6) bids were received as follows:

1. Rognes Corporation \$2,076,232.00
2. Minger Construction Co., Inc. \$2,161,725.00
3. Iowa Trenchless \$2,484,840.00
4. S.J. Louis Construction, Inc. \$2,524,500.00
5. JET Drain Service, LLC \$2,536,820.00
6. J&K Contracting, LLC \$3,419,979.00

The Engineer's Estimate for the project was \$1,932,905.00. The bids ranged from approximately 7% above to 80% above the engineer's estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Rognes Corporation has completed other projects within the City of Ankeny with the most recent project being the Otter Creek Trunk Sewer Phase 3 project. They have the experience to complete this project.

With Council approval, the late start date is no later than April 15, 2024, and the contractor will have 110 working days to complete the project. It is staff's recommendation to award the project to Rognes Corporation.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$1,932,905.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer - Phase 2 Project.
3. Receive and file the report of bids received on November 28, 2023.
4. Approve Resolution, making award of construction contract to Rognes Corporation of Ankeny, Iowa.
5. Approve Resolution, approving contract and bonds with Rognes Corporation in the amount of \$2,076,232.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the City Council meeting on November 13, 2023, the City Council discussed the project and the estimated cost of \$1,932,905.00.

November 6, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as November 28, 2023, and setting the public hearing date as December 4, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$1,932,905.00; 2) receive and file report of bids received November 28, 2023; 3) **RESOLUTION** making award of construction contract with Rognes Corporation in the amount of \$2,076,232.00; and 4) **RESOLUTION** approving contract and bonds with Rognes Corporation in the amount of \$2,076,232.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	RES - plans, specs
	Bid Sheet
	Bid Tab
	RES - making award
	RES - approving contract
	Location Map
	Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

WHEREAS, on the 6th day of November, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2; and

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

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

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

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

NOVEMBER 28, 2023

NORTH FOUR MILE CREEK TRUNK SEWER – PHASE 2

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer – Phase 2 project in accordance with the Plans and Specifications prepared by Foth Infrastructure and Environment, LLC.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 1,932,905⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	J&K Contracting LLC 10703 Justin Dr Urbandale IA 50322	<u>3,419,979⁰⁰</u>	_____
2) ✓	Minger Construction Co. Inc 620 Corporate Dr Jordan MN 55352	<u>2,161,725⁰⁰</u>	_____
3) ✓	Rognes Corp 1609 N Ankeny Blvd Ste 210 Ankeny IA 50023	<u>2,076,232⁰⁰</u>	_____
4) ✓	JET Drain Service LLC 1608 Crestwood Circle Ames IA 50010	<u>2,536,820⁰⁰</u>	_____
5) ✓	Jawa Trenchless 222 SE 12th St Panora IA 50216	<u>2,484,840⁰⁰</u>	_____
6) ✓	S.J. Louis Construction Inc 1351 Broadway Street W Rockville MN 56369	<u>2,524,500⁰⁰</u>	_____

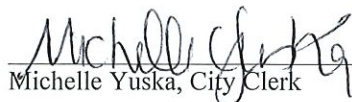
*Apparent Low Bidder

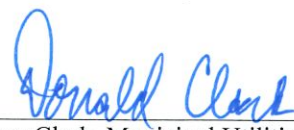
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of December 4, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Sanitary Sewer Phase 2



Foth Project Number: 0023A020.00

Bid Date: Tuesday, November 28, 2023 at 10:30 am				Engineer's Opinion of Cost		Rognes Corp Ankeny, IA		Minger Construction Co, Inc Jordan, MN		Iowa Trenchless, LC Panora, IA		
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	1.0	\$ 15,000.00	\$ 15,000.00	\$ 1.00	\$ 1.00	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00
DIVISION 4 - SEWERS AND DRAINS												
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$ 450.00	\$ 39,600.00	\$ 275.00	\$ 24,200.00	\$ 875.00	\$ 77,000.00	\$ 350.00	\$ 30,800.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$ 650.00	\$ 73,450.00	\$ 425.00	\$ 48,025.00	\$ 1,025.00	\$ 115,825.00	\$ 625.00	\$ 70,625.00
4.3	4010-A-2118	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$ 800.00	\$ 489,600.00	\$ 988.00	\$ 604,656.00	\$ 875.00	\$ 535,500.00	\$ 725.00	\$ 443,700.00
4.4	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,130	\$ 950.00	\$ 1,073,500.00	\$ 1,125.00	\$ 1,271,250.00	\$ 1,025.00	\$ 1,158,250.00	\$ 1,000.00	\$ 1,130,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER												
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	\$ 13,000.00	\$ 39,000.00	\$ 5,500.00	\$ 16,500.00	\$ 14,000.00	\$ 42,000.00	\$ 115,000.00	\$ 345,000.00
6.2	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 25,000.00	\$ 50,000.00	\$ 18,000.00	\$ 36,000.00	\$ 120,000.00	\$ 240,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$ 3,000.00	\$ 10,800.00	\$ 1,050.00	\$ 3,780.00	\$ 825.00	\$ 2,970.00	\$ 2,250.00	\$ 8,100.00
9.2	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$ 800.00	\$ 2,880.00	\$ 250.00	\$ 900.00	\$ 425.00	\$ 1,530.00	\$ 1,250.00	\$ 4,500.00
9.3	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$ 3,000.00	\$ 21,600.00	\$ 3,100.00	\$ 22,320.00	\$ 3,100.00	\$ 22,320.00	\$ 5,250.00	\$ 37,800.00
9.4	9040-N-1000	SILT FENCE, INSTALLATION	LF	2,300	\$ 3.00	\$ 6,900.00	\$ 1.75	\$ 4,025.00	\$ 1.85	\$ 4,255.00	\$ 2.90	\$ 6,670.00
9.5	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	2,300	\$ 0.25	\$ 575.00	\$ 0.25	\$ 575.00	\$ 0.25	\$ 575.00	\$ 1.15	\$ 2,645.00
DIVISION 11 - MISCELLANEOUS												
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 12,500.00	\$ 12,500.00	\$ 145,000.00	\$ 145,000.00	\$ 115,000.00	\$ 115,000.00
TOTAL BASE BID (Items 2.1 to 11.1)					\$ 1,932,905.00		\$ 2,076,232.00		\$ 2,161,725.00		\$ 2,484,840.00	
			Bid Bond/Check				x		x		x	
			Corrected									

I hereby certify that this is a true and correct tabulation of bids received
on November 28, 2023 for the North Four Mile Creek Sanitary Sewer Phase 2.
City of Ankeny , Iowa - Tuesday, November 28, 2023

Blair A. Spotts

11/29/2023

Blair A. Spotts, P.E. License No. 26397 Date



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Sanitary Sewer Phase 2



Foth Project Number: 0023A020.00

Bid Date: Tuesday, November 28, 2023 at 10:30 am					Engineer's Opinion of Cost		S.J. Louis Construction, Inc Rockville, MN		JET Drain Service, LLC Ames, IA		J&K Contracting, LLC Urbandale, IA	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE												
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	1.0	\$ 15,000.00	\$ 15,000.00	\$ 575.00	\$ 575.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00
DIVISION 4 - SEWERS AND DRAINS												
4.1	4010-A-1118	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$ 450.00	\$ 39,600.00	\$ 425.00	\$ 37,400.00	\$ 400.00	\$ 35,200.00	\$ 188.00	\$ 16,544.00
4.2	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$ 650.00	\$ 73,450.00	\$ 750.00	\$ 84,750.00	\$ 650.00	\$ 73,450.00	\$ 300.00	\$ 33,900.00
4.3	4010-A-2118	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$ 800.00	\$ 489,600.00	\$ 1,100.00	\$ 673,200.00	\$ 900.00	\$ 550,800.00	\$ 1,260.00	\$ 771,120.00
4.4	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,130	\$ 950.00	\$ 1,073,500.00	\$ 1,275.00	\$ 1,440,750.00	\$ 1,200.00	\$ 1,356,000.00	\$ 1,950.00	\$ 2,203,500.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER												
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	\$ 13,000.00	\$ 39,000.00	\$ 19,000.00	\$ 57,000.00	\$ 30,000.00	\$ 90,000.00	\$ 13,000.00	\$ 39,000.00
6.2	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 26,000.00	\$ 52,000.00	\$ 35,000.00	\$ 70,000.00	\$ 15,000.00	\$ 30,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL												
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 28,000.00	\$ 28,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,500.00	\$ 17,500.00
DIVISION 9 - SITE WORK AND LANDSCAPING												
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$ 3,000.00	\$ 10,800.00	\$ 1,400.00	\$ 5,040.00	\$ 1,200.00	\$ 4,320.00	\$ 2,000.00	\$ 7,200.00
9.2	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$ 800.00	\$ 2,880.00	\$ 535.00	\$ 1,926.00	\$ 350.00	\$ 1,260.00	\$ 1,650.00	\$ 5,940.00
9.3	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$ 3,000.00	\$ 21,600.00	\$ 3,600.00	\$ 25,920.00	\$ 3,200.00	\$ 23,040.00	\$ 3,000.00	\$ 21,600.00
9.4	9040-N-1000	SILT FENCE, INSTALLATION	LF	2,300	\$ 3.00	\$ 6,900.00	\$ 2.00	\$ 4,600.00	\$ 2.00	\$ 4,600.00	\$ 2.00	\$ 4,600.00
9.5	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	2,300	\$ 0.25	\$ 575.00	\$ 0.50	\$ 1,150.00	\$ 0.50	\$ 1,150.00	\$ 0.25	\$ 575.00
DIVISION 11 - MISCELLANEOUS												
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 112,189.00	\$ 112,189.00	\$ 300,000.00	\$ 300,000.00	\$ 266,000.00	\$ 266,000.00
TOTAL BASE BID (Items 2.1 to 11.1)					\$ 1,932,905.00		\$ 2,524,500.00		\$ 2,536,820.00		\$ 3,419,979.00	
			Bid Bond/Check				x		x		x	
			Corrected									

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK
SEWER - PHASE 2

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2, described in the plans and specifications heretofore adopted by this Council on December 4, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Rognes Corporation** of **Ankeny, Iowa**

Amount of bid: **\$2,076,232.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE NORTH FOUR MILE CREEK TRUNK
SEWER - PHASE 2

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer - Phase 2, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Rognes Corporation** of **Ankeny, Iowa**

Amount of bid: **\$2,076,232.00**

Bond surety: _____

Date of bond: _____

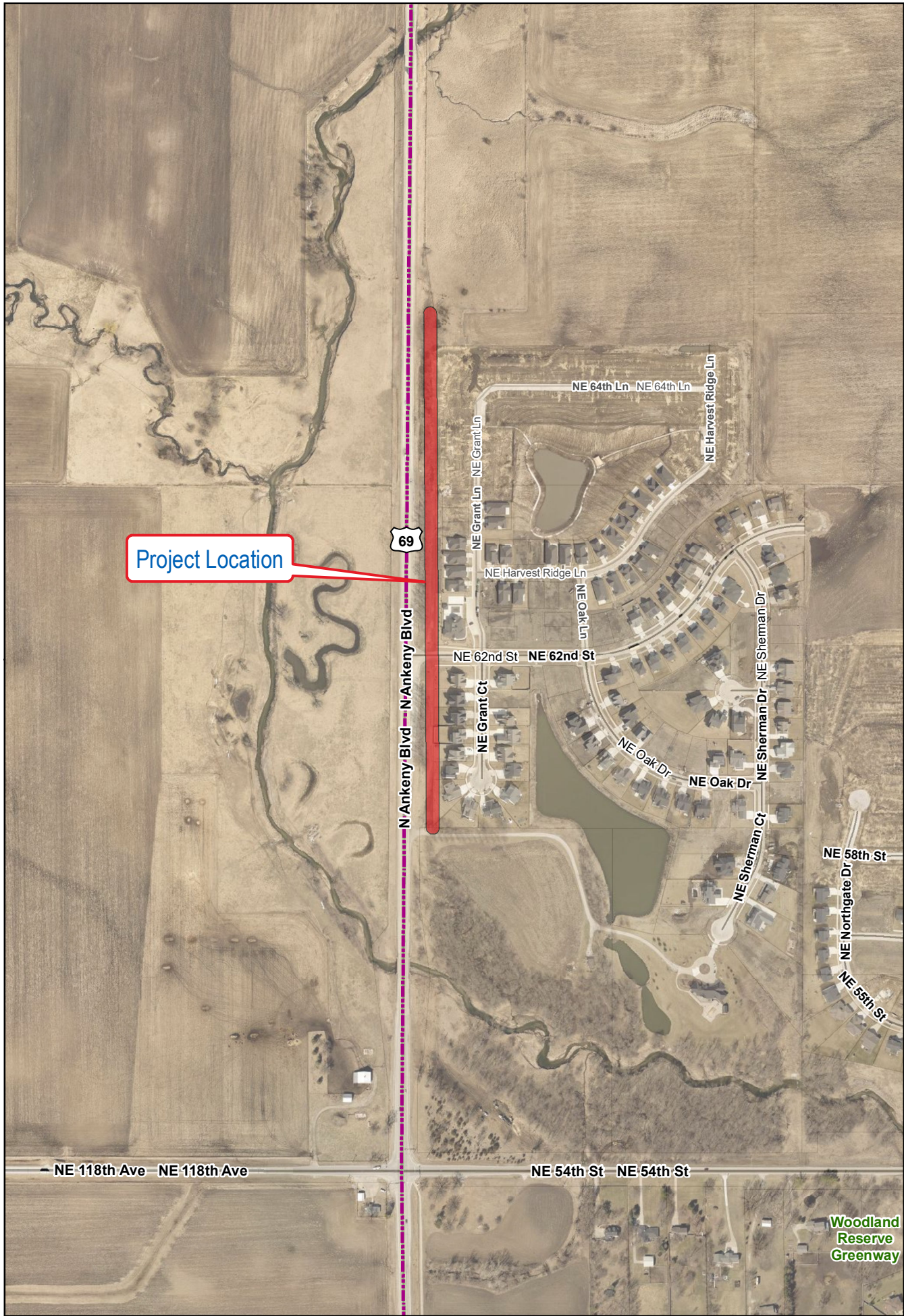
Portion of project: **All construction work**

PASSED AND APPROVED this 4th day of December, 2023.

Mayor

ATTEST:

City Clerk



Project Location

MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft
Date: 10/18/2023



North Four Mile Creek Trunk Sewer - Phase 2



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 30 day of November, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Rognes Corporation**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

The North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 700 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 700 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Million Seventy-Six Thousand Two Hundred Thirty-Two DOLLARS (\$ 2,076,232.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project in **one hundred ten (110) working days**. Full completion for the overall project shall be defined as all work including utility construction, surface restoration, punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By _____
Mark E. Holm, Mayor

(Seal)

ATTEST:

Michelle Yuska, City Clerk

CONTRACTOR:

Rognes Corporation

By _____
Contractor

Signature

Vice-President

Title

1609 N Ankeny Blvd Ste 210

Street Address

Ankeny, IA 50023

City, State, Zip Code

(515) 965-0030

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 00929-60 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

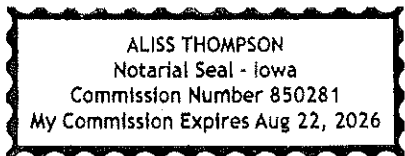
NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 30 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cody Rognes and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Cody Rognes and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Aliss Thompson
Notary Public in and for the State of Iowa
My commission expires 8-09, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.1	CLEARING AND GRUBBING	ACRE	1	\$1.00	\$1.00
	SEWERS AND DRAINS				
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 18 IN.	LF	88	\$275.00	\$24,200.00
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	113	\$425.00	\$48,025.00
4.3	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 18 IN.	LF	612	\$988.00	\$604,656.00
4.4	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1130	\$1,125.00	\$1,271,250.00
	STRUCTURES FOR SANITARY AND STORM				
6.1	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	3	5,500.00	\$16,500.00
6.2	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	2	25,000.00	\$50,000.00
	TRAFFIC				
8.1	TRAFFIC CONTROL	LS	1	\$17,500.00	\$17,500.00
	SITE WORK & LANDSCAPING				
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	3.6	\$1,050.00	\$3,780.00
9.2	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.6	\$250.00	\$900.00
9.3	MULCHING, BONDED FIBER MATRIX	ACRE	7.2	\$3,100.00	\$22,320.00
9.4	SILT FENCE, INSTALLATION	LF	2300	\$1.75	\$4,025.00
9.5	SILT FENCE, REMOVAL OF DEVICE	LF	2300	\$0.25	\$575.00
	MISCELLANEOUS				
11.1	MOBILIZATION	LS	1	\$12,500.00	\$12,500.00

TOTAL AMOUNT BASE BID =**\$2,076,232.00**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Rognes Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Selective Insurance Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Seventy-Six Thousand Two Hundred Thirty-Two DOLLARS (\$2,076,232.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 30 day of November, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NORTH FOUR MILE CREEK TRUNK SEWER - PHASE 2

The North Four Mile Creek Trunk Sewer – Phase 2 Project will extend a 30-inch sanitary sewer north along NW Ankeny Boulevard approximately 1250 LF, and then continue extension north with an 18-inch sanitary sewer for approximately 730 LF to the end of the project.

The North Four Mile Creek Trunk Sewer – Phase 2 project includes installation of approximately 730 LF of 18-inch sanitary sewer with trenched and trenchless methods, 1250 LF of 30-inch sanitary sewer with trenched and trenchless methods, 3 EA of 48-inch sanitary sewer manholes, 2 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 30 day of November, 2023.

PRINCIPAL:

Rognes Corporation

Contractor

By

Signature

Vice President

Title

SURETY:

Selective Insurance Company of America

Surety Company

By

Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

50062

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **MICHAEL L. GRUENEWALD, CINDY BENNETT, JOHN CORD, ANNE CROWNER, BRIAN DEIMERLY, JAY FREIERMUTH, CRAIG HANSEN, SARA HUSTON, TIM MCCULLOH, GRACE RASMUSSEN, SETH ROOKER, KATE ZANDER**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO ONE BOND TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00)**

Signed this 6 day of JULY, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

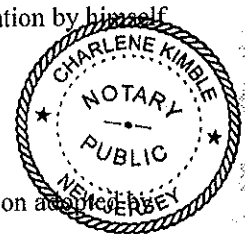
:ss. Branchville

COUNTY OF SUSSEX :

On this 6 day of JULY, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 30 day of November, 2023.

The power is void unless the Selective watermark appears.

Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com FAX (A/C, No): 515-453-9357	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Rognes Corp
1609 North Ankeny Boulevard, Ste 210
Ankeny IA 50023

ROGNCOR-01

NAIC #
19488**COVERAGES**

CERTIFICATE NUMBER: 618948879

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		CPP 21195770001	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CA 21195760001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y		CU 21195780002	1/1/2023	1/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21195790001	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: North Four Mile Creek Trunk Sewer-Phase 2

City of Ankeny and Foth Infrastructure & Environment, LLC are Additional Insured - Owners, Lessees or Contractors - Including Products-Completed Operations on a primary and non-contributory basis when required in a written contract or agreement with respects to the General Liability policy per form CG7048 (10/15)

City of Ankeny and Foth Infrastructure & Environment, LLC Additional Insured when required in a written contract, agreement or permit with respects to the Auto Liability policy per form CA7115 (11/09)
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 W 1st Street
Ankeny IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Rognes Corp 1609 North Ankeny Boulevard, Ste 210 Ankeny IA 50023
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella policy is follow form over the General Liability, Auto Liability and Workers Compensation policy subject to policy exclusions per form CU0001 (04/13)

Additionally Insured:
Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Amendment to Telecommunications & Grounds Space Lease Agreement (PH 2023-64)

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution for an Amendment to the Telecommunications & Ground Space Lease between the City and CCATT ("Crown Castle"). This requires holding a public hearing date on the amendment.

The City and Crown Castle are parties to an existing lease agreement for the large stealth monopole cell tower located in the Prairie Ridge Park. The agreement was originally approved with AT&T in 2002, however Crown Castle acquired portions of AT&T's tower portfolio, including this site and the lease agreement was assigned to them, or their successor (NCWPCS MPL 30 - Year Sites Tower Holding LLC, by and through CCATT LLC). Crown Castle has expressed interest in extending the existing contract with the City that would otherwise expire in 2027. The extension is requested now to help facilitate long term investment by Crown Castle and potential co-locator entities. The deal points of the proposed lease amendment are summarized below:

- *City grants Crown four additional 5-year renewal terms to extend the final lease expiration date*

to March 2047;

- *Beginning March 1, 2024, convert the annual rent escalator from higher of CPI or 4%, to 4%;*
- *Crown to provide the City \$15,000 signing bonus within 60 days of full execution of lease amendment;*
- *City consents to Crown's subleasing to T-Mobile and Crown agrees to pay \$6,000/annually for T-Mobile's colocation upon commencement of construction (revenue share);*
- *T-Mobile revenue share will escalate at 4% annually on the anniversary of its construction date;*
- *T-Mobile revenue share will cease if T-Mobile removes their equipment from the tower;*
- *Modify colocation/revenue share language in lease to state that the new revenue share amount will be \$6,000/annually in year 1 of the amendment and escalate at 4% annually –regardless of when the next future co-locator installs; and*
- *Crown receives a right of first offer to match any offer received by the City to buyout the lease.*

A public hearing on this amendment to the lease agreement between the parties is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: No

Approval of this item impacts revenue received monthly and annually from Crown Castle. If the contract is fulfilled in its entirety, the lease could generate approximately \$625,000 over 20 years in base rent, plus additional revenue from co-located entities.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Approve Resolution, approving the Amendment to Telecommunications & Ground Space Lease between the City of Ankeny and CCWPCS MPL 30 - Year Sites Tower Holdings LLC and CCATT LLC; and

2. Authorize the Mayor to execute any and all documents associated with this action.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolutions: #2001-302; #2003-423; #2013-385

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving Amendment to Telecommunications & Grounds Space Lease by the City of Ankeny and Cell Tower Lease Amendment with NCWPCS MPL 30 - Year Sites Tower Holding LLC, by and through CCATT LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Amended Agreement
 Original Lease Agreement

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT TO
TELECOMMUNICATIONS & GROUND SPACE LEASE AGREEMENT
BETWEEN THE CITY OF ANKENY AND CCATT LLC**

WHEREAS, the City of Ankeny and Telecorp Realty, L.L.C. entered into a Telecommunications & Ground Space Lease Agreement (“Agreement”) dated February 4, 2002 for property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress and egress and utilities, generally located at the Prairie Ridge Sports Complex, legally described as:

Owned Premises. Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa;

Leased Area. Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Access Easement. A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: -Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Future Access Easement. A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Telephone Easement. An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81 ° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

WHEREAS, NCWPCS MPL 30-Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, desire to amend the Agreement by execution of the Amendment to Telecommunications & Grounds Space Lease (the "Amendment"); and

WHEREAS, after due notice and hearing as provided by law, the City Council of the City of Ankeny has deemed it reasonable and appropriate to approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the First Amendment to Interim Tower Lease Agreement is hereby approved.

BE IT FURTHER RESOLVED, that the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and that the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute, attest, seal, and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such

officers, and that from and after the execution and delivery of the Amendment, the Mayor and City Clerk 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 Amendment as executed.

PASSED AND APPROVED, the ____ day of _____ 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE

THIS AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE (this "Amendment") is by and between City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee") effective as of October __, 2023 ("Effective Date").

Whereas, Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., are parties to that certain Telecommunications & Ground Space Lease dated February 4, 2002 (as amended, the "Ground Lease"), pursuant to which Lessor has leased to Lessee a portion of Lessor's property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress/egress and utilities, all as more particularly set forth in the Lease (the "Leased Premises"), on which Lessee has installed and operates a cellular radio-telephone communications antennae facility and related equipment and facilities (the "Wireless Telecommunication Facility"); and

Whereas, Lessee intends to enter into a sublease (the "T-Mobile Sublease") with T-Mobile Central LLC ("T-Mobile") permitting T-Mobile to locate and operate its equipment on the Wireless Telecommunication Facility;

Whereas, the duration of the Ground Lease was for an initial term of ten (10) years, with three (3) options for Lessee to renew the Ground Lease for five (5) years each.

Whereas, Lessor and Lessee desire to amend the Ground Lease with respect to the T-Mobile Sublease and to add additional renewal options upon the terms and conditions hereinafter set forth.

Now, Therefore, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Definitions.

(a) "Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

(b) "Lessor's Notice Address" means 410 West 1st Street, Ankeny, IA 50021.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

2. Term. In addition to the three (3) five (5) year renewal options set forth in the Ground Lease, Lessor hereby grants Lessee the option to renew the Ground Lease for four (4) additional terms of five (5) years each, which options shall be exercised as provided in the Ground Lease.

3. Base Rent. Section 3.1(c) of the Ground Lease is deleted in its entirety and replaced with

the following:

“The Base Rent shall increase annually commencing on March 1, 2024 by an amount equal to the Base Rent payable during the immediately preceding month multiplied by four (4.00%) percent.”

4. **Signing Bonus.** Lessee shall pay Lessor the amount of Fifteen Thousand Dollars (\$15,000) (“Signing Bonus”) within sixty (60) days of Lessee’s execution of this Amendment.
5. **T-Mobile Sublease.** Lessee hereby consents to the T-Mobile Sublease in accordance with Section 3.2.a. of the Ground Lease.
6. **Co-Location and Co-Location Rent.** With respect to co-locations occurring after the Effective Date, Lessee shall pay additional rent (“Co-Location Rent”) in the amount of Six Thousand Dollars (\$6,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. Said payments shall be made to Lessor on the first day of the first full calendar month following the commencement of construction activities on the Leased Premises or the commencement of equipment installation on the Wireless Telecommunication Facility by such carrier and on each anniversary of such date. The Co-Location Rent shall be payable as Base Rent. The amount of Co-Location Rent payable by Lessee shall increase by four percent (4.00%) annually on each anniversary of the Effective Date. For purposes of clarifying the immediately foregoing provision, if Lessee enters into an approved co-location during the period between the Effective Date and the first anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,000 per year. If Lessee enters into an approved co-location during the period between the first anniversary of the Effective Date and the second anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,240 per year, and so on. After the first year of Co-Location Rent, that Rent shall increase annually by an amount equal to the Co-Location Rent payable during the immediately preceding year multiplied by four (4.00%) percent. Lessee’s obligation to pay Co-Location Rent with respect to each co-locator shall terminate in the event the co-locator removes its equipment and facilities from the Leased Premises and/or Wireless Telecommunication Facility.

The parties acknowledge and agree that the T-Mobile Sublease shall be subject to the foregoing terms and conditions with respect to Co-Location Rent.

7. **Right of First Refusal.** If, during the Lease Term, Extended Terms, or Additional Extended Terms, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for all or any portion of Lessor’s interest in the Ground Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing), Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions

as in Lessor's Notice, Lessor's interest in the Ground Lease. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the interests described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Amendment shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

- 8. Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be

legally bound hereby, have executed this Amendment as of the day and year first written above.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By:  _____
Name: Matthew Norwood
Title: Dir Nat'l RE Ops

(Space above this line reserved for Recorder)

This instrument prepared by:

Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113
Attn: Justin J. Eddy, Esq.
216-696-5676

Return to:

Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: _____

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease (this "Memorandum") is made and entered into as of _____, 2023 by and between the City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with reference to the following facts:

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Polk County, Iowa,

The parties have agreed as follows:

1. Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., have entered into that certain Telecommunications & Ground Space Lease dated February 4, 2002 (the "Lease"), a memorandum of which is recorded as Instrument No. 080312 in Book 9095, Page 143 of Polk County, Iowa Official Records, relating to a portion ("Leased Premises") of that certain real property located in the City of Ankeny, County of Polk, State of Iowa ("Property"). The Leased Premises and the Property are more particularly described in Exhibit "A" attached hereto. The Lease includes easements for ingress, egress and utilities all as more particularly described in Exhibit "A".

2. Lessor and Lessee have entered into that certain Amendment to Telecommunications & Ground Space Lease dated _____, 2023 (the "Amendment"), pursuant to which Lessor has granted Lessee (i) an additional four (4) five (5)-year renewal options (the "Additional Renewal Options"), which additional options are in addition to the three (3) five (5)-year renewal options originally granted pursuant to the Lease, to be exercised as provided in the Lease; and (ii) a right of first refusal with respect to the acquisition of Lessor's interest in the Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing) (the "ROFR").
3. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

The City of Ankeny

By: _____

Name: Mark E. Holm

Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By: _____

Name: Matthew Norwood

Title: Dir Nat'l RE Ops

STATE OF IOWA)
) ss:
COUNTY OF _____)

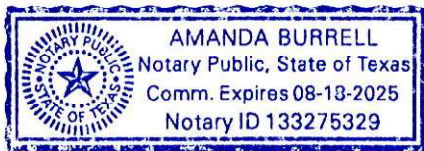
On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Mark E. Holm and Michelle Yuska, personally known to me, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the foregoing instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the ___ day of _____, 2023; and that Mark E. Holm and Michelle Yuska, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires: _____

STATE/Commonwealth of Texas)
) ss:
COUNTY OF Harris)

On this 16 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Matthew Norwood, personally known to me, who, being by me duly sworn, did say that they are the Dir. Nat'l RE OPS of the CCATT LLC, a Delaware limited liability company, attorney in fact for NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.



Amanda Burrell
Notary Public in and for the State of ~~Iowa~~
Texas

EXHIBIT A

Description of Parent Parcel:

Part of Lot 1 Prairie Ridge Park, Plat 1, City of Ankeny, Polk County, Iowa.

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 15" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet);

[continued]

Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Description of Telephone Easement

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet); Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE

THIS AMENDMENT TO TELECOMMUNICATIONS & GROUND SPACE LEASE (this "Amendment") is by and between City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee") effective as of October __, 2023 ("Effective Date").

Whereas, Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., are parties to that certain Telecommunications & Ground Space Lease dated February 4, 2002 (as amended, the "Ground Lease"), pursuant to which Lessor has leased to Lessee a portion of Lessor's property located in the City of Ankeny, Polk County, Iowa, together with certain easements for ingress/egress and utilities, all as more particularly set forth in the Lease (the "Leased Premises"), on which Lessee has installed and operates a cellular radio-telephone communications antennae facility and related equipment and facilities (the "Wireless Telecommunication Facility"); and

Whereas, Lessee intends to enter into a sublease (the "T-Mobile Sublease") with T-Mobile Central LLC ("T-Mobile") permitting T-Mobile to locate and operate its equipment on the Wireless Telecommunication Facility;

Whereas, the duration of the Ground Lease was for an initial term of ten (10) years, with three (3) options for Lessee to renew the Ground Lease for five (5) years each.

Whereas, Lessor and Lessee desire to amend the Ground Lease with respect to the T-Mobile Sublease and to add additional renewal options upon the terms and conditions hereinafter set forth.

Now, Therefore, Lessor and Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Definitions.

(a) "Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

(b) "Lessor's Notice Address" means 410 West 1st Street, Ankeny, IA 50021.

All other capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease.

2. Term. In addition to the three (3) five (5) year renewal options set forth in the Ground Lease, Lessor hereby grants Lessee the option to renew the Ground Lease for four (4) additional terms of five (5) years each, which options shall be exercised as provided in the Ground Lease.

3. Base Rent. Section 3.1(c) of the Ground Lease is deleted in its entirety and replaced with

the following:

“The Base Rent shall increase annually commencing on March 1, 2024 by an amount equal to the Base Rent payable during the immediately preceding month multiplied by four (4.00%) percent.”

4. **Signing Bonus.** Lessee shall pay Lessor the amount of Fifteen Thousand Dollars (\$15,000) (“Signing Bonus”) within sixty (60) days of Lessee’s execution of this Amendment.
5. **T-Mobile Sublease.** Lessee hereby consents to the T-Mobile Sublease in accordance with Section 3.2.a. of the Ground Lease.
6. **Co-Location and Co-Location Rent.** With respect to co-locations occurring after the Effective Date, Lessee shall pay additional rent (“Co-Location Rent”) in the amount of Six Thousand Dollars (\$6,000) per year for each approved co-location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. Said payments shall be made to Lessor on the first day of the first full calendar month following the commencement of construction activities on the Leased Premises or the commencement of equipment installation on the Wireless Telecommunication Facility by such carrier and on each anniversary of such date. The Co-Location Rent shall be payable as Base Rent. The amount of Co-Location Rent payable by Lessee shall increase by four percent (4.00%) annually on each anniversary of the Effective Date. For purposes of clarifying the immediately foregoing provision, if Lessee enters into an approved co-location during the period between the Effective Date and the first anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,000 per year. If Lessee enters into an approved co-location during the period between the first anniversary of the Effective Date and the second anniversary of the Effective Date, the amount for the first year of Co-Location Rent payable by Lessee shall be \$6,240 per year, and so on. After the first year of Co-Location Rent, that Rent shall increase annually by an amount equal to the Co-Location Rent payable during the immediately preceding year multiplied by four (4.00%) percent. Lessee’s obligation to pay Co-Location Rent with respect to each co-locator shall terminate in the event the co-locator removes its equipment and facilities from the Leased Premises and/or Wireless Telecommunication Facility.

The parties acknowledge and agree that the T-Mobile Sublease shall be subject to the foregoing terms and conditions with respect to Co-Location Rent.

7. **Right of First Refusal.** If, during the Lease Term, Extended Terms, or Additional Extended Terms, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for all or any portion of Lessor’s interest in the Ground Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing), Lessor shall provide written notice to Lessee of said offer (“Lessor’s Notice”). Lessor’s Notice shall include the prospective buyer’s name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions

as in Lessor's Notice, Lessor's interest in the Ground Lease. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the interests described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Amendment shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

- 8. Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be

legally bound hereby, have executed this Amendment as of the day and year first written above.

LESSOR:

The City of Ankeny

By: _____
Name: Mark E. Holm
Title: Mayor

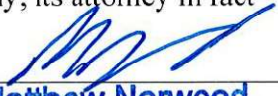
Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By:  _____
Name: Matthew Norwood
Title: Dir Nat'l RE Ops

(Space above this line reserved for Recorder)

This instrument prepared by:

Tucker Ellis LLP
950 Main Avenue, Suite 1100
Cleveland, Ohio 44113
Attn: Justin J. Eddy, Esq.
216-696-5676

Return to:

Crown Castle
8020 Katy Freeway
Houston, TX 77024
Attn: _____

MEMORANDUM OF AMENDMENT TO LEASE

This Memorandum of Amendment to Lease (this "Memorandum") is made and entered into as of _____, 2023 by and between the City of Ankeny, Iowa ("Lessor"), and NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Lessee"), with reference to the following facts:

Lessor and Lessee desire to have this Memorandum recorded in the Official Records of Polk County, Iowa,

The parties have agreed as follows:

1. Lessor and Lessee, as successor-in-interest to Telecorp Realty, L.L.C., have entered into that certain Telecommunications & Ground Space Lease dated February 4, 2002 (the "Lease"), a memorandum of which is recorded as Instrument No. 080312 in Book 9095, Page 143 of Polk County, Iowa Official Records, relating to a portion ("Leased Premises") of that certain real property located in the City of Ankeny, County of Polk, State of Iowa ("Property"). The Leased Premises and the Property are more particularly described in Exhibit "A" attached hereto. The Lease includes easements for ingress, egress and utilities all as more particularly described in Exhibit "A".

2. Lessor and Lessee have entered into that certain Amendment to Telecommunications & Ground Space Lease dated _____, 2023 (the "Amendment"), pursuant to which Lessor has granted Lessee (i) an additional four (4) five (5)-year renewal options (the "Additional Renewal Options"), which additional options are in addition to the three (3) five (5)-year renewal options originally granted pursuant to the Lease, to be exercised as provided in the Lease; and (ii) a right of first refusal with respect to the acquisition of Lessor's interest in the Lease (including without limitation the right to receive rents therefrom, or any option to acquire the foregoing) (the "ROFR").
3. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Memorandum on the day and year first above written.

LESSOR:

The City of Ankeny

By: _____

Name: Mark E. Holm

Title: Mayor

Attest:

Michelle Yuska, City Clerk

LESSEE:

NCWPCS MPL 29 – Year Sites Tower
Holdings LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company, its attorney in fact

By: _____

Name: Matthew Norwood

Title: Dir Nat'l RE Ops

STATE OF IOWA)
) ss:
COUNTY OF _____)

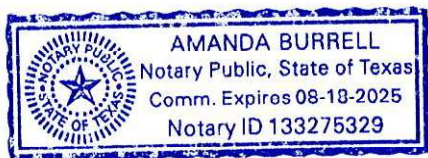
On this ___ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Mark E. Holm and Michelle Yuska, personally known to me, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the foregoing instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the ___ day of _____, 2023; and that Mark E. Holm and Michelle Yuska, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires: _____

STATE/Commonwealth of Texas)
) ss:
COUNTY OF Harris)

On this 16 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared matthau norwood, personally known to me, who, being by me duly sworn, did say that they are the Dir. Nat'l RE OPS of the CCATT LLC, a Delaware limited liability company, attorney in fact for NCWPCS MPL 29 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company, and said officer acknowledged said instrument to be the free act and deed of said limited liability company.



Amanda Burrell
Notary Public in and for the State of ~~Iowa~~
Texas

EXHIBIT A

Description of Parent Parcel:

Part of Lot 1 Prairie Ridge Park, Plat 1, City of Ankeny, Polk County, Iowa.

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 15" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet);

[continued]

Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Description of Telephone Easement

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet); Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

Site I.D.: DSM178D
City: Ankeny
Telecorp: Prairie
Ridge Park

TELECOMMUNICATIONS & GROUND SPACE LEASE

This Telecommunications Tower and Ground Space Lease (the "Lease") is made and entered into the 4th day of February, 2002, by and between the City of Ankeny, Iowa, whose address is 410 West 1st Street, Ankeny, IA 50021, hereinafter referred to as "Lessor", and Telecorp Realty, L.L.C., hereinafter referred to as "Lessee".

Background

- A. Lessor is the owner in fee simple of a parcel of land located in the City of Ankeny, Polk County, State of Iowa, legally described on the attached Exhibit A (the Owned Premises).
- B. Lessee desires to lease space on the Owned Premises for the installation and operation of a cellular radio-telephone communications antennae facility, which shall include a stealth tower, internal antennae, supporting equipment, connecting cables and appurtenances (collectively, "Wireless Telecommunication Facility") for use in connection with its communication business.
- C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

Agreement

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** Lessor leases to Lessee and Lessee leases from Lessor a portion of the Owned Premises, consisting of (i) ground space on the Owned Premises and (ii) easements for ingress/egress and utilities as shown on the Site Plan/Legal Description attached as Exhibit B (collectively, the "Leased Premises").

This Lease is not a franchise pursuant to state, local or federal law, nor is it a permit to use the rights-of-way. Any such franchise or permit must be obtained separately.

2. **Term.** The initial term of this Lease shall commence upon the award of the Building Permit by the City of Ankeny to Lessee for the Wireless Telecommunication Facility (the Commencement Date) and end ten (10) years from the Commencement Date. Lessee shall have the option to renew this Lease for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

3. Rent.

3.1. Base Rent.

a. Upon fulfillment of the Conditions Precedent listed in Section 16 herein and receipt of the Building Permit to construct the Wireless Telecommunications Facility, Lessee shall provide to the Lessor a Performance Bond in the amount of ten thousand dollars (\$10,000). In addition to herein, Lessee shall pay to Lessor as annual rent for the Leased Premises the sum of nine thousand six hundred dollars (\$9,600) (the "Base Rent"). Lessee shall pay Lessor Base Rent for the first year on the Commencement Date, and for each year thereafter on the Anniversary of the Commencement Date, unless the Base Rent is abated pursuant to Section 16 herein. Base Rent shall be increased annually as described in Section (3)(c) herein.

b. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two per cent (2%) per month or the highest rate permitted by law.

* c. The Base Rent, (including the Co-location Rent), shall be increased annually effective as of each anniversary of the Commencement Date by the greater of four per cent (4%) of the previous year's Base Rent or the percentage increase in the CPI over the CPI for the 12 months prior to the adjustment date. "CPI means the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination.

e. To the extent that Lessor desires to purchase cellular telephone service from Lessee, Lessee shall offer this service to Lessor at the most favorable rate and terms that Lessee then offers to any other person obtaining similar or like service.

3.2. Co-Location and Co-Location Rent.

* a. Lessor acknowledges that the Wireless Telecommunication Facility will be used by other wireless telecommunication entities not party to this Lease, with this additional use to be known as "Co-location". All applications for co-location shall be subject to Lessor's written approval prior to agreement, which shall not be unreasonably withheld, delayed or conditioned. Lessor shall review such application and respond in writing within ten (10) regular business days of receipt of Lessee's written notification. In the event that Lessor fails to respond in writing with the ten day review period, then such application shall be deemed approved by Lessor. Lessee shall be solely responsible in ensuring that all co-location activities conform to the terms and conditions of this Lease. Lessee warrants that the design of the stealth tower will permit at

least two (2) co-locators and shall not unreasonably withhold, delay or condition consent to such co-location.

b. Lessee shall pay an additional rent ("Co-Location Rent") of Three Thousand Dollars (\$3,000) per year for each approved co- location for PCS Broadband, Cellular and ESMR carriers, unless waived by the Lessor. The Co-Location Rent shall be payable as Base Rent. All other rent payment conditions in Section 3 of this Leased shall apply to co-location rent payments. Lessor's consent to the co-location of carriers other than PCS Broadband, Cellular and ESMR carriers will be conditioned upon the negotiation of appropriate co-location rent.

4. Use of Leased Premises.

a. Lessee shall use the Leased Premises for the installation, operation, and maintenance of its Wireless Telecommunication Facility for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Lessee may erect and operate a stealth tower which shall be of the maximum height permitted by law or regulation without hazard painting or lighting. In no event shall the height of the stealth tower and attachments exceed 170 feet above the ground. All antennae, cables or other attachments shall be hidden within the stealth tower. Lessee may place ground-based support equipment or building, on the ground in the course of providing wireless telecommunication services, as described on Exhibit C.

b. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, radiation and safety, zoning, site plan approval, and special use permits) in connection with the use, operation, maintenance, construction and/or installation of the Wireless Telecommunication Facility on the Leased Premises. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense (including reimbursement of Lessor's reasonable attorney and administrative fees, if any), any federal licenses and permits required for, or substantially required by, Lessee's use of the Leased Premises.

c. (1) The Wireless Telecommunication Facility is agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Upon termination of the Lease, the Lessee shall remove the Wireless Telecommunication Facility and any underground improvements, up to four (4) feet in depth, from the Leased Premises within ninety (90) days. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by Lessor or any of Lessor's assignees or lessees. If, however, Lessee requests permission to not remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided in Section 4(c)(1) herein. Lessee shall restore the affected areas of the Leased Premises to the conditions which existed prior to this Lease, reasonable wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to Section 4(c)(1) and (2) herein shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

d. The only signage that shall be placed on the Wireless Communication Facility shall be a sign listing the Federal Communications Commission (FCC) registration number for the stealth tower erected on the Leased Premises.

e. Lessee shall provide Lessor with a landscape drawing for the Leased Premises. Upon receipt of documentation outlining the landscaping cost, Lessee shall pay Lessor a one-time fee, not to exceed \$2,000, for the implementation of such landscaping by the Lessor.

5. **Construction Standards.** The Wireless Telecommunication Facility shall be installed on the Leased Premises in a good and workmanlike manner without the attachment of any construction liens.

6. **Installation of Equipment.**

a. Lessee shall have the right, at its sole cost and expense, to install, operate and maintain its Wireless Telecommunication Facility on the Leased Premises, as described on Exhibit C, in accordance with good engineering practices and with all site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

b. Lessee's installation of such a Wireless Telecommunication Facility shall be done according to plans approved by Lessor, whose approval shall not be unreasonably withheld, delayed or conditioned. Specifically, Lessee shall comply with the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

c. Within thirty (30) days of the completion of the initial installation of the Wireless Telecommunication Facility, Lessee shall provide Lessor with as-built drawings of the Wireless Telecommunication Facility and the improvements installed on the Leased Premises, which show the actual location of all equipment and improvements consistent with Exhibit C.

7. **Maintenance.**

a. Lessee shall, at its own expense, maintain the Leased Premises and any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Lessor so as not to conflict with the use of, or other leasing, of the Owned Premises by Lessor. Lessee shall not interfere with the use of the Owned Premises, related facilities or other equipment of other lessees.

b. Lessee shall have sole responsibility for the maintenance, repair, and security of its stealth tower, equipment, personal property, leasehold improvements, and directional antennae, equipment building, connecting cables, and appurtenances of the Wireless

Telecommunication Facility, and Lessee shall keep the same in good repair and condition during the term of the Lease, and as such Lease terms may be renewed and extended.

c. Lessee shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

8. **Leased Premises Access.** Lessee shall have 24-hour/7-day access to the Leased Premises by means reasonably designated by Lessor, in order to install, operate and maintain its Wireless Telecommunication Facility.

9. **Utilities.** Unless the Leased Premises is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcels appurtenant to the Leased Premises:

Use: Ingress/Egress. Width: 12'; Approximate length: as needed per survey between Leased Premises and the public road, as shown on Exhibit B.

Use: Utility (Telephone). Width: 8'; Approximate length: As needed per survey between the Leased Premises and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require, as shown on Exhibit B.

Lessee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall timely pay all costs associated therewith.

10. **RF Interference**

a. Non-interference by Lessee. The Wireless Telecommunication facility shall be installed and operated in a manner which does not cause radio-frequency interference ("RF interference") to the operations of any Protected User. "Protected User" shall mean any existing user or lessee of the Owned Premises listed on Exhibit D attached hereto, which Lessor hereby warrants to Lessee is an accurate listing of the frequencies, orientation, placement, height, location, and description of all existing antennae, transmitters, receivers, or other radio or electronic transmitting or receiving equipment located on the Premises. Lessee agrees to immediately cure any such RF interference caused to a Protected User by Lessee's equipment or, if such RF interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of RF interference, until a cure at full power is achieved.

b. Non-interference by Lessor. Lessor covenants to use Lessor's best efforts to protect Lessee from RF interference caused or potentially caused by subsequent users or lessees of the Owned Premises or changes in its use. Lessor, and its successors and assigns, shall not use, allow or permit the Owned Premises to be used in any manner which will materially impair the use of the Wireless Telecommunication Facility hereafter erected or located upon the Leased

Premises by Lessee or allow any use in any way as shall cause any destructive or conflicting interference with the radio, telephone, or communications signals to and from the facilities or equipment of Lessee. If any harmful RF interference shall result from any such transmitters, equipment, antennae, or dishes permitted on the Leased Premises by Lessor, to the facilities or equipment of Lessee installed on the Leased Premises, then Lessor shall immediately cause such transmitter, equipment, antennae or dish to be discontinued from operation until such interference is eliminated. If Lessor cannot eliminate such RF interference, Lessee may terminate this Lease in accordance with Section 17 herein.

11. **Monetary Default by Lessee.** Lessee shall be in default of this Lease if Lessee fails to make payment of rent, or any other sums, when due and such failure continues for ten (10) days after Lessor notifies Lessee in writing of such failure.

12. **Non-monetary Default by Lessee.** If Lessee fails to comply with any non-monetary provision of this Lease which Lessor claims to be a default hereof, Lessor shall serve written notice of such default upon Lessee, whereupon a grace period of 30 days shall commence to run during which Lessee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided Lessee makes a good faith showing that efforts toward a cure are continuing.

13. **Cure or Termination by Lessor.** In the event of any default of this Lease by Lessee the Lessor may at any time after giving notice, cure the default for, and at the expense of the Lessee. If Lessor is compelled to pay, or elects to pay, any sum of money or incurs any expense, the sums or expenses so paid by Lessor, with all interest, costs, and damages, shall be deemed Additional Rent due from the Lessee to Lessor on the first day of the month following their payment by Lessor.

In the event of default of this Lease by Lessee, or if Lessee loses its FCC license for any reason, including, but not limited to, non-renewal, expiration, or cancellation, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Leased Premises and eject all persons therefrom, and terminate this Lease. Lessor shall give Lessee ninety (90) days notice of its exercise of its right of termination of this Lease. Such notice of termination shall be given Lessee in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All prepaid rent payments received by Lessor from Lessee shall be retained by Lessor. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other. In the event of termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) hereof. Re-entry and taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease. If termination occurs for any reason during the tenth year of the term, or during either of the three optional five-year extensions of the term, the amount of the Additional Rent due upon termination shall be zero.

14. **Performance Bond.** To secure the timely performance by Lessee of all terms, covenants and conditions of this lease, Lessee shall provide Lessor with a performance bond in an amount not less than ten thousand dollars (\$10,000) in a form mutually satisfactory to the

parties, and shall maintain said bond in effect during the term of this lease including any renewals.

15. **Lessee's Condition Precedent.** This Lease and Lessee's obligations hereunder, including the obligations to pay rent, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local state, and federal governmental approvals relating to Lessee's intended use of the Leased Premises; Lessor agrees to cooperate with Lessee in obtaining all such approvals;

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Leased Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Leased Premises; and

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Leased Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's intended use of the Leased Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing.

16. **Abatement of Rent Pending Conditions.** Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

17. **Option to Terminate.** Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option. Upon such termination, Lessee shall remove the Wireless Telecommunication Facility in accordance with Section 4(c) herein.

18. **Alteration, Damage or Destruction.** If the Leased Premises or any portion thereof is altered, damaged or destroyed, through no fault or negligence of Lessee, so as to materially hinder effective use of the Wireless Telecommunication Facility, Lessee may elect to terminate this Lease, without paying Additional Rent to Lessor, upon thirty (30) days written notice to Lessor. In such event, Lessee shall remove the Wireless Telecommunication Facility from the Leased Premises in accordance with Section 4(c). This Lease and Lessee's obligations hereunder shall terminate upon Lessee's fulfillment of Section 4(c), at which time Lessee shall be entitled to reimbursement of any prepaid rent.

19. **Condemnation.** In the event the Owned Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Owned Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right to

claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment building, personal property, antennae, connecting cables, appurtenances, and other leasehold improvements.

20. Mutual Indemnification.

a. Lessee's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessor, its employees, agents or contractors, Lessee agrees to hold Lessor harmless, indemnify it, and, at Lessor's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessor may sustain, incur or be liable for arising out of or related to Lessee's use or occupancy of the Leased Premises and its facilities.

b. Lessor's Indemnification. Unless resulting from negligent actions or omissions of, or willful misconduct of, Lessee, its employees, agents or contractors, Lessor agrees to hold Lessee harmless and indemnify it, and, at Lessee's option, defend it from and against all liability, damages, losses, costs, causes of action, charges and expenses, including reasonable attorney fees, which Lessee may sustain, incur or be liable for arising out of or related to Lessor's use or occupancy of the property and buildings of which the Leased Premises and the easement parcels are a part.

Lessee and Lessor acknowledge, however, that each party may sustain substantial consequential damages if damage to the stealth tower or the equipment on the Leased Premises or the access easement parcel occurs or its use is interrupted. Because of these substantial, potential damages, Lessee and Lessor covenant with each other that in no event and/or under no circumstances shall each party, or their officers, directors, members, or employees, be liable to each other or any other person or entity for consequential damages relating to or arising out of each other's use and/or occupancy of the Leased Premises or the access easement parcel, regardless of whether those consequential damages arise out of, relate to, or are caused by the other party's negligent actions or omissions.

21. Insurance. Lessee shall provide such insurance as is required by the Insurance Schedule attached hereto.

22. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Owned Premises, and that Lessor has no knowledge of such uses historically having been made of the Owned Premises or such substances historically having been introduced thereon.

Lessee hereby represents and warrants that its use of the Leased Premises herein shall not generate or dispose of any hazardous substance on the Leased Premises, and, with the exception

of batteries, it will not store on or transport to, or over, the Leased Premises any hazardous substance. Lessee further agrees to hold Lessor harmless from, and indemnify Lessor against, any release of any such hazardous substance and any damage, loss, expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, except any release caused by the negligence of Lessor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages, arising from the presence of Hazardous Substance upon, about or beneath the Leased Premises or migrating to or from the Leased Premises or arising in any manner whatsoever out of the violation of any Environmental Laws pertaining to the Leased Premises and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee. Lessor's indemnification obligations hereunder shall survive the termination of this Lease.

23. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Lessor, shall be construed to be a tenancy from month to month at two (2) times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the conditions herein specified, so far as applicable.

24. **Subordination.** Lessee agrees to subordinate this Lease to any mortgagee or trust deed which may hereafter be placed on the Lease Premises, provided such mortgagee or trustee thereunder shall ensure to Lessee the right to possession of the Leased Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Lessee. If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Lease Premises a non-disturbance agreement in form reasonably satisfactory to Lessee.

25. **Acceptance of Leased Premises.** By taking possession of the Leased Premises, Lessee accepted the Leased Premises in the condition existing as of the Commencement Date. Except as otherwise set forth herein, Lessor makes no representation or warranty with respect to the condition of the Leased Premises and Lessor shall not be liable for any latent or patent defect in the Leased Premises.

26. **Estoppel Certificate.** Upon at least ten (10) days prior written notice from Lessor, Lessee shall deliver to Lessor a written statement certifying that (i) the Lease is unmodified and in full force, or if the Lease has been modified, that the Lease is in full force as modified and the modifications are then identified; (ii) the dates to which rent and other charges

have been paid; (iii) so far as the certifying party knows, Lessor is not in default under any provisions of the Lease; and (iv) such other matters as Lessor may reasonably request.

27. **Notices.** All notices and correspondence shall be sent to the following:

Lessor:
City Manager
City of Ankeny
410 West 1st Street
Ankeny, IA 50021

Lessee:
General Counsel
Telecorp Realty, L.L.C.
1010 North Glebe Road, Suite 800
Arlington, VA 22201

28. **Assignment of Lease by Lessee.** This Lease and the Leased Premises hereunder are assignable by the Lessee to the following: (i) any person or business entity which is a parent, subsidiary or affiliate of Lessee; (ii) any person or business entity which controls or is controlled by or under a common control with Lessee; (iii) any person or business entity which is merged or consolidated with Lessee; or (iv) any person or business entity which purchases a majority or controlling interest in the ownership or assets of Lessee. Any assignment of this Lease and the Leased Premises hereunder by the Lessee shall not occur without the Lessor's consent, which consent shall not be reasonably withheld, conditioned or delayed. Lessee's right to effect an outright transfer of the Leased Premises, and the right of any collateral assignee to seize the Leased Premises as defaulted security, is subject only to the limitation that the Leased Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee. No assignment shall relieve Telecorp Realty L.L.C. of the Lessee's obligations under this Lease.

29. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

30. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

31. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

32. **Attorney's fees.** In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

33. **Non-Waiver.** Failure of Lessor or Lessee to insist on such performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but each party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. This receipt of any sum paid by one party to the other after of breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

34. **Property Taxes.**

a. Lessee shall pay any personal property taxes assessed on , or any portion of such taxes attributable to, the Wireless Telecommunication Facility. Lessor shall pay when due, or claim an appropriate exemption from, all real property taxes and all other fees and assessments attributable to the land underlying the Leased Premises. However, Lessee shall pay, as Additional Rent, any increase in real property taxes levied against the Leased Premises which is directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish proof of such increase to Lessee.

b. Lessor's requests to Lessee for contribution or reimbursement of property taxes should be addressed to Telecorp Realty, L.L.C., 1010 North Glebe Road, Suite 800, Arlington, Virginia 22201. All requests must be accompanied by a copy of Lessor's tax bill. Lessee shall comply with requests for contribution by issuing a check for Lessee's proportionate share made payable to the tax collector. Lessee shall comply with requests for reimbursement by issuing a check to Lessor, provided that a paid tax receipt accompanies such request.

c. Lessee shall have the right, but not the obligation, to pay Lessor's real estate taxes on the underlying land if the same become delinquent, to ensure that Lessee's leasehold interest does not become extinguished. Lessee shall be entitled to take a credit against rent for the portion of Lessor's taxes which it was not Lessee's obligation to pay, as such amount shall reasonably be substantiated.

35. **Headings.** The headings of this Lease are for convenience only and shall not be considered as part of the Lease for purposes of construction of the terms and conditions hereof.

36. **Miscellaneous.**

a. Lessor and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease shall be construed in accordance with the laws of the State of Iowa.

c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

37. **Quiet Enjoyment.** Lessor warrants that Lessee is entitled to access to the Property at all times and to the quiet possession of the Leased Premises throughout the Initial term and each Renewal term so long as Lessee is not in default of any term of this Lease beyond expiration of the cure period set forth in paragraph 12 above.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

Lessor:

The City of Ankeny, Iowa

By: Merle O. Johnson
Merle O. Johnson, Mayor

ATTEST:

By: Pamela DeMouth
Pamela DeMouth, City Clerk

Lessee:

Telecorp Realty, L.L.C.

By: TeleCorp Communications, Inc.

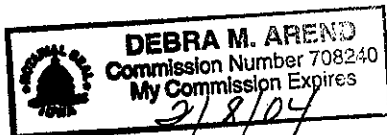
Its: Managing Member

By: Thomas H. Sullivan
Print Name: President
Title: _____
Date: 11/27/01

STATE OF IOWA, POLK COUNTY, ss:

On this 4th day of February, 2002, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Merle O. Johnson** and **Pamela DeMouth**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Ankeny, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in ~~Ordinance~~ Resolution No. 2001-302 passed by resolution of the City Council ~~under Roll Call No. _____~~ of the ~~City Council~~ on the 4th day of February, 2002; and that **Merle O. Johnson** and **Pamela DeMouth**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Debra M. Arend
Notary Public in and for the State of Iowa



COMMONWEALTH OF VIRGINIA

)

) ss.

COUNTY OF Arlington

)

On this 27th day of November, 2001, before me appeared Thomas H. Sullivan, to me personally known, who, being by me duly sworn, did say that he is the President of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said — acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jurua Fitzgerald
Notary Public

My term is permanent/expires: 3/31/03

This document was drafted by:

Exhibit A

Legal Description of the Owned Premises

Lot 1 Prairie Ridge Park Plat 1, an official plat in the City of Ankeny, Polk County, Iowa.

Exhibit B

Legal Description of the Leased Premises

Description of Leased Area:

Part of Lot 1 in Prairie Ridge Park Plat 1, City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the point of beginning; Thence continuing South 00° 09' 44" West 60.00 feet; Thence North 89° 50' 16" West 40.00 feet; Thence North 00° 09' 44" East 60.00 feet; Thence South 89° 50' 16" East 40.00 feet to the point of beginning. This area contains 2,500 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Access Easement:

A twelve-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the center line of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease area; Thence North 89° 50' 16" West 34.00 feet along the North line of said lease area to the point of beginning of said centerline; Thence North 00° 09' 44" East 165.28 feet; Thence 42.93 feet along a 30-foot radius curve concave southwesterly (the chord bears North 40° 50' 06" West 39.35 feet); Thence North 81° 49' 55" West 84.52 feet; Thence 42.76 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 59' 54" West 39.23 feet); Thence North 00° 09' 53" West 638.71 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 89° 59' 44" West 179.64 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 205.17 feet to the end of said centerline at the Southerly right-of-way line of N.W. 18th Street. This area contains 20,374 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings.)

Description of Future Access Easement:

A 12-foot strip of land in Part of Lot 1 in Prairie Ridge Part Plat 1, City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the Northeast corner of the lease area; Thence North 89° 50' 16" West along the North line of said lease area, 34.00 feet; Thence North 00° 09' 44" East 45.87 feet to the point of beginning of said centerline; Thence South 40° 09' 47" West 26.31 feet; Thence 20.94 feet along a 30-foot radius curve concave Southeasterly (the chord bears South 20° 09' 46" West 20.52 feet); Thence South 00° 09' 44" West 6.49 feet to the end of said centerline. This area contains 644 square feet, more or less. (For purposes of this description, the North line of said lease area is used as a basis for all bearings.)

Exhibit B (cont'd.)

Description of Telephone Easement:

An 8-foot strip of land in Part of Lot 1 in Prairie Ridge Park Plat 1, Section 14, Township 80, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, the centerline of which is more particularly described as follows: Commencing as a point of reference at the North quarter corner of said Section 14; Thence South 89° 45' 44" West along the North line of the Northwest quarter of said Section 14, 1547.81 feet; Thence South 00° 09' 44" West 1192.38 feet to the Northeast corner of the lease parcel; Thence North 89° 50' 16" West 24.00 feet to the point of beginning of said centerline; Thence North 00° 09' 44" West 166.55 feet; Thence 54.76 feet along a 40-foot radius curve concave Southwesterly (the chord bears North 42° 36' 56" West 50.58 feet); Thence North 81° 49' 55" West 46.79 feet; Thence 42.85 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 40° 54' 57" West 39.30 feet); Thence North 00° 00' 00" West 669.51 feet; Thence 47.12 feet along a 30-foot radius curve concave Southwesterly (the chord bears North 44° 59' 52" West 42.42 feet; Thence North 89° 59' 44" West 204.69 feet; Thence 47.12 feet along a 30-foot radius curve concave Northeasterly (the chord bears North 44° 59' 44" West 42.43 feet); Thence North 00° 00' 16" West 169.74 feet to the end of said centerline. This area contains 11,598 square feet, more or less. (For purposes of this description, the North line of the Northwest quarter of Section 14 with a bearing of South 89° 45' 44" West is used as a basis for all bearings).

Exhibit C

Equipment to be placed on the Leased Premises

The following Stealth Tower and Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Leased Premises.

See the construction plans for the Ankeny Prairie Ridge Stealth Flag Pole Cell Tower Site, DSM178D, as finally approved by the Ankeny site plan process.

Exhibit D

Protected Users of the Premises

This is the first lease granted for a wireless telecommunication antenna facility on or near the Leased Premises. For the purpose of determining radio frequency interference, there are no Protected Users.

INSURANCE SCHEDULE

1. Any policy of insurance or certificate of insurance required hereunder shall be with a carrier authorized to do business in Iowa and a carrier that has received a rating of A or better in the current Best's Rating Guide.
2. Any policy of insurance required hereunder shall provide for a thirty-day notice to the City of any material change or cancellation of the policy prior to its expiration date.
3. Lessee shall have its insurance agent or company certify in writing that any policy of insurance required herein with an aggregate limit of liability has not been reduced by paid or reserved claims at the time of issuance of policy or certificate.
4. Lessee shall furnish copies of the following policies to the City, with limits not less than the following, or greater if required by law, and shall also furnish certificates of insurance from all independent contractors or subcontractors hired by Lessee or any independent contractor or subcontractor, which certificates shall provide evidence of coverage for the following with limits not less than the following, or greater if required by law:

COMMERCIAL GENERAL LIABILITY:

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

OR

Combined Single Limit	\$2,000,000
Medical Payments	\$5,000

Coverage is to include: occurrence form, premises/operations/products/completed operations coverage, independent contractors' coverage, contractual liability, broad form property damage. personal injury, City of Ankeny named as an additional insured with 30 days' written notice of change or cancellation.



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of Not to Exceed \$11,295,000 Water Revenue Capital Loan Notes (PH 2023-65)

EXECUTIVE SUMMARY:
The not to exceed \$11,295,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the Northwest Water Tower in the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$11,295,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
On September 18, 2023, the City Council awarded the construction contract for the NW Irvinedale Drive - Elevated Water Storage Tank to CB&I Storage Tank Solutions, LLC.

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on November 24, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** instituting proceedings to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$11,295,000 Water Revenue Capital Loan Notes.

Action: 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Resolution
 Loan and Disbursement Agreement
 Tax Exemption Certificate

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$11,295,000 WATER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$11,295,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$11,295,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$11,295,000 Water Revenue Capital Loan Notes, for the foregoing purposes.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

Section 4. That the Clerk, with the assistance of bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Council shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

PASSED AND APPROVED this 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "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 \$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D, 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", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION

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 \$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D, 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 2023D, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2023D, to the extent of \$11,103,000 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 and Capital Loan Notes, part of which remain outstanding and a lien on the Net Revenues of the System (the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System, 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 said parity notes or bonds; and

WHEREAS, a statement of PFM Financial Advisors LLC, an Independent Financial Consultant 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 Bond Resolutions, with regard to the sufficiency of the Net Revenues of the System to permit the issuance of Additional Bonds 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 \$11,103,000 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D.

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 Bonds" 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.
- "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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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; and
 - \$3,248,000 Water Revenue Capital Loan Notes, Series 2023C dated May 19, 2023.
- "Parity Obligations" shall mean 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 Bonds 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 Bond 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 Northwest Water Tower Project.
- "Project Fund" shall mean the account into which the proceeds of the Loan and Note shall be allocated and held 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; (b) 10% of the stated principal amount of the Notes and Parity Obligations, or (c) 125% of the average annual principal and interest coming due on the Notes and Parity Obligations. 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 2023D", in the aggregate amount of \$11,103,000 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 2023D of the City in the amount of \$11,103,000 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 2023D", be dated the date of delivery, and bear interest at the rate of 1.75% 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, 2024 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, 2025 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, 2044. 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 \$11,103,000 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' notice of redemption by certified or registered mail 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 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 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:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Note)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

(10)
(Continued)

(16)

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"WATER REVENUE CAPITAL LOAN NOTES"
"SERIES 2023D"

Item 2, figure 1= Rate: 1.75%
Item 3, figure 1= Maturity: June 1, 2044
Item 4, figure 1= Note Date: December 22, 2023
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. R-1
Item 8, figure 1= Principal Amount: \$11,103,000

Item 9, figure 1 = 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

Item 10, figure 1 = 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 1.75% per annum, payable on June 1, 2024, 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, 2025 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, 2044. 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 Northwest Water Tower 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 Bonds 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' notice of redemption by certified or registered mail, 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 Bonds 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 Bonds 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 22nd day of December 2023.

Item 11, figure 1 = Date of authentication: December 22, 2023
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Treasurer

CITY TREASURER, Registrar

By: _____
Registrar

Item 13, figure 1 = Registrar and Transfer Agent: Treasurer
Paying Agent: Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = (Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor
ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

Item 16, figure 1 = (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 Bonds 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 Bonds 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 Bond Resolutions, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest 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, 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 Resolution, 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.

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.

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.

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 mailed to the Original Purchaser and to the Noteholder upon request.

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 Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Bonds 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;

b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any Outstanding Obligations, Parity Obligations or Additional Bonds issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial advisor, 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 Bonds 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 advisor, 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 Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds 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 Bonds.

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 City 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 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 of 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 4th day of December, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

LOAN AND DISBURSEMENT AGREEMENT
\$11,103,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2023D

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of December 22, 2023 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 4, 2023, 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 \$11,103,000 (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) (\$55,515), 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 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, 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: _____
Mark E. Holm, 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

02279936-1\10174-688

TAX EXEMPTION CERTIFICATE

of

CITY OF ANKENY, COUNTY OF POLK, STATE OF IOWA, ISSUER

\$11,103,000 Water Revenue Capital Loan Notes, Series 2023D

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on December 22, 2023, 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D (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 \$11,103,000 aggregate principal amount of Water Revenue Capital Loan Notes, Series 2023D, 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 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 \$11,103,000, 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 Northwest Water Tower Project including sums already expended that meet the requirements of Section 2.8 hereof, 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 4, 2023, 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 that 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) \$100,427 representing costs of issuing the Bonds (which includes IFA's \$55,515 Initiation Fee) 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) \$11,002,573 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 Northwest Water Tower 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, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes 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)(A)(4)(ii) 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, and 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 \$679,500.

(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, \$11,103,000, 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, \$11,103,000 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 2023D 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 2023D Share for the Bond Fund and Reserve Fund. The Series 2023D 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 2023D 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 1.750038% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original

Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

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:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 4%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

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 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D 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>
\$11,103,000	None	1.75%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this _____ day of _____, 2023.

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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, 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 _____, 2023.

PFM FINANCIAL ADVISORS LLC

By: _____

Title: _____

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny. I acknowledge that this Certificate is given 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 \$11,103,000 Water Revenue Capital Loan Notes, Series 2023D, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2023.

By: _____

Title: Administrative Services Director



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

December 4, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - 2024 PCC Reconstruction - NW Ash Drive - 12/18/23 @ 5:30 p.m.*
- *Public Hearing - 2024-2028 Capital Improvement Program - 12/18/23 @ 5:30 p.m.*
- *Council Action Planning Session - 12/18/23 @ 5:30 p.m.*
- *Regular City Council Meeting - 1/2/24 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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