ANKENY CITY COUNCIL

Regular Meeting
Monday, April 6, 2026
5:30 PM

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

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

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

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY:

1. Special Presentation: Iowa League of Cities
   "If I Were Mayor…" essay contest winner, Cecilia Kjos

A. PUBLIC FORUM:

B. APPROVAL OF AGENDA:

1. Approval of the April 6, 2026 Agenda

Consider motion to approve and accept the April 6, 2026 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2026-20 Proposed Elevated Water Storage Tower #4

Consider the motion to close Public Hearing 2026-20.

Consider the motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost of $10,000,000.00; 2) receive and file report of bids received March 31, 2026; and 3) RESOLUTION making award of construction contract with Gerard Tank & Steel, Inc. in the amount of $8,595,000.00.

2. PH 2026-21 Proposed SE Oralabor Road & SE Four Mile Drive Traffic Signal

Consider motion to close Public Hearing 2026-21.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost $843.634.00; 2) receive and file report of bids received March 31, 2026; and 3) RESOLUTION making award of construction contract with TK Concrete, Inc. in the amount of $738,890.00; 4) RESOLUTION approving contract and bonds with TK Concrete, Inc. in the amount of $738,890.00.

D. APPROVAL OF CONSENT AGENDA:

- **MINUTES**

CA - 1. Approval of official council actions of the regular meeting of March 16, 2026, as published, subject to correction, as recommended by the City Clerk.

CA - 2. Receive and file minutes of the Plan & Zoning Commission meeting of March 3, 2026.

CA - 3. Receive and file minutes of the Ankeny Park Board meeting of January 26, 2026.

CA - 4. Receive and file minutes of the Library Board of Trustee meeting of February 19, 2026.

CA - 5. Receive and file minutes of the Ankeny Economic Development Council meeting of November 1, 2024.

- **LICENSES AND PERMITS**

CA - 6. Consider motion to approve the issuance of cigarette, tobacco, vapor product, and alternative nicotine product permits.

CA - 7. Consider motion to approve the issuance of liquor licenses and beer/wine permits.

- **FINANCE/BUDGET**

CA - 8. Consider motion to approve Payment #19 in the amount of $230,239.00 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

CA - 9. Consider motion to approve Payment #3 in the amount of $40,243.50 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr - Concept Study project.

CA - 10. Consider motion to approve Payment #1 in the amount of $7,410.00 to Confluence for engineering services on the Canyon Creek Park construction project.

CA - 11. Consider motion to approve Payment #21 in the amount of $16,887.50 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements — Phase 2 project.

CA - 12. Consider motion to approve Payment #4 in the amount of $27,313.20 to HDR Engineering, Inc., for engineering services on the NW State Street Corridor Improvements Study: W 1st Street to NW 18th Street project.

CA - 13. Consider motion to approve Payment #12 in the amount of $17,142.87 to Olsson, Inc., for engineering services on the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements project.

CA - 14. Consider motion to approve Payment #3 in the amount of $51,332.40 to On Track Construction, LLC for construction services on the Vintage Business Park - North Lake Maintenance Phase 2 project.

CA - 15. Consider motion to approve Payment #1 in the amount of $32,440.28 to Snyder & Associates, Inc., for engineering services on the NE 18th Street Bridge Over I-35 project.

CA - 16. Consider motion to approve Payment #3 in the amount of $3,491.50 to Snyder & Associates, Inc., for engineering services on the North Ankeny Boulevard: 1st Street to N. 11th Street Landscaping Improvements project.

CA - 17. Consider motion to approve Payment #13 in the amount of $5,126.22 to Snyder & Associates, Inc., for construction engineering services on the NW Northlawn Area Utility Improvements—Phase 4 project.

CA - 18. Consider motion to approve Payment #2 in the amount of $4,549.90 to Snyder & Associates, for construction engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St: Construction Engineering project.

CA - 19. Consider motion to approve Payment #11 in the amount of $3,572.85 to Snyder & Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study project.

CA - 20. Consider motion to approve Payment #4 in the amount of $9,595.75 to Snyder & Associates, Inc., for engineering services on the SW/SE Oralabor Road Traffic Signal Timing Updates project.

CA - 21. Consider motion to approve the April 6, 2026 Accounts Payable.

CA - 22. Consider motion to adopt **RESOLUTION** authorizing the purchase of combination signal / lighting poles for SE Oralabor Road & SE Four Mile Drive Traffic Signal.

CA - 23. Consider motion to adopt **RESOLUTION** authorizing the purchase of traffic signal vehicle detection systems for 2026 Annual Traffic Signal Improvement Program.

- **PERSONNEL ITEMS**

CA - 24. Consider motion to approve the new and revised classification position descriptions for Associate Planner in the Community and Economic Development Department, Community and Economic Development Director, and Development Services Director.

CA - 25. Consider motion to approve the Ankeny Professional Fire Fighters Employees' Union Labor Agreement commencing on July 1, 2026, and authorizing execution of said agreement.

CA - 26. Consider motion to approve the Ankeny Police Department Employees' Union Labor Agreement commencing on July 1, 2026, and authorize execution of said agreement.

- **COMMUNITY DEVELOPMENT ITEMS**

CA - 27. Consider motion to adopt **RESOLUTION** accepting final plat, subdivision bonds for seeding and erosion control, platted and offsite easements, warranty deed for streets, and park land dedication agreement and authorizing cost-participation for modified subbase, 8-inch subdrain, and sidewalk oversizing for Berwick Estates Plat 2 Final Plat.

CA - 28. Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Berwick Estates Plat 2.

CA - 29. Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Berwick Estates Plat 2 Final Plat.

CA - 30. Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements and payment for sidewalk shortage for Ankeny Charter School Plat 1.

CA - 31. Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 610 SE Creekview Drive and associated with the development of the Manatts Building Addition Site Plan.

- **ENGINEERING ITEMS**

CA - 32. Consider motion to adopt **RESOLUTION** accepting Annexation Agreement from Therese McLaughlin and allowing connection to City sewer of real property legally described as Lot 21, Sunnybrook Heights Plat 1; locally known as 7420 NW 16th Street.

CA - 33. Consider motion to adopt **RESOLUTION** accepting a proposal from Land Management Resources in the amount of $45,205.00 for the construction of the 2026 -2027 Native Vegetation Maintenance project.

- **CAPITAL IMPROVEMENT PROJECTS**

CA - 34. Consider motion to approve the Professional Services Agreement with Civil Design Advantage, LLC for the preliminary and final design of the Westlawn Place Area Utility Improvements - Phase 2A project in an amount not to exceed $123,484.00.

CA - 35. Consider motion to approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC for the preliminary design engineering services of the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project in an amount not to exceed $388,200.00.

CA - 36. Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for traffic engineering services for the N Ankeny Boulevard & Reinhart Drive Traffic Signal & Turn Lanes in an amount not to exceed $108,206.59 and authorize the Mayor to execute said agreement.

CA - 37. Consider motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of $125,720.00 for the construction of the 2026 Sidewalk Gaps and Replacements Improvements Program.

CA - 38. Consider motion to adopt **RESOLUTION** accepting a proposal from TK Concrete, Inc. in the amount of $89,071.00 for the construction of the Sunrise Park Parking Lot Reconstruction project.

- **ADMINISTRATIVE ITEMS**

CA - 39. Consider motion to adopt **RESOLUTION** of the City of Ankeny, Iowa, to approve a Property Use Agreement with "Uptown Ankeny Inc.", for the purpose of operating a Farmer's Market in "Elwell Family Park at Uptown".

CA - 40. Consider motion to adopt **RESOLUTION** approving an event agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce regarding SummerFest 2026.

CA - 41. Consider motion to set public hearings on the 2026 Tobacco Compliance Checks and direct the City Clerk to provide notice of such hearings. (date of hrg: 5/18/26 @ 5:30 p.m.)

CA - 42. Consider motion to set public hearing on Amendment of Current City Budget for Fiscal Year July 1, 2025 - June 30, 2026 and direct City Clerk to publish notice of such hearing (date of hrg: 4/20/26 @ 5:30 p.m.).

CA - 43. Consider motion to set public hearing on Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2026 - June 30, 2027 and direct City Clerk to publish notice of such hearing (date of hrg: 4/20/26 @ 5:30 p.m.).

- **ORDINANCES**

CA - 44. Consider motion to accept third consideration of **ORDINANCE 2250**, an Ordinance amending Chapter 132 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Peddler, Solicitor, and Transient Merchants, sending it on its final passage and publication as required by law.

- **APPROVAL OF CONSENT AGENDA ITEMS**

1. Consent Agenda Items CA-1 through CA-44

   Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-44.

E. LEGISLATIVE BUSINESS:

- **APPROVAL OF ORDINANCES**

45. Ord 2252 An Ordinance amending Chapter 90 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to ownership of water service pipes.

Consider motion to accept second consideration of ORDINANCE 2252.

46. Ord 2253 An Ordinance amending Chapter 76 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Bicycle and Electric Scooter Regulations.

Consider motion to accept second consideration of ORDINANCE 2253.

F. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

  City Manager

1. Call to the Public - Pavement Markings

- **REPORT OF THE GOVERNING BODY:**

  Mayor Bentz

  City Council Members:
  Council Member Davis
  Council Member Gaber
  Council Member Hollinrake
  Council Member Perry
  Council Member Shafer

- **FUTURE COUNCIL AGENDA ITEMS:**

  • Public Hearing - 2026 Asphalt Street Resurfacing Program, 4/20/26 at 5:30 p.m.
  • Public Hearing - Amendment of Current City Budget - FY July 1, 2025 - June 30, 2026, 4/20/26 @ 5:30 p.m.
  • Public Hearing - Adoption of Budget & Certification of City Taxes - FY July 1, 2026 - June 20, 2027, 4/20/26 at 5:30 p.m.
  • Council Action Planning Session, 4/20/26 at 5:30 p.m.
  • Regular City Council Meeting, 5/4/26 at 5:30 p.m.

G. ADJOURNMENT

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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Special Presentation: Iowa League of Cities
"If I Were Mayor…" essay contest winner, Cecilia Kjos

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

Katie Wheeler, Director of Communications & Engagement for Iowa League Of Cities, will present this award to Cecilia Kjos.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Essay -Cecilia Kjos

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Approval of the April 6, 2026 Agenda

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED
Consider motion to approve and accept the April 6, 2026 agenda, with or without amendment.

ATTACHMENTS
None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

PH 2026-20 Proposed Elevated Water Storage Tower #4

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
Public Hearing

LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The Elevated Water Storage Tower #4 project includes the construction of a 2.5 million gallon composite water storage tank and related improvements at 410 SW School Street which is just southwest of the Neveln Center at 406 SW School Street.

The construction improvements include excavation, backfill, and site work, foundation, PCC pavement, buried piping and valves, painting, fencing, electrical wiring and conduit, controls integration, lighting, miscellaneous equipment, site grading, surface restoration and any miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 31, 2026. Four (4) bids were received as follows:

Gerard Tank & Steel, Inc.	$8,595,000.00
CB&I Storage Tank Solutions, LLC	$9,590,000.00
Phoenix Fabricators & Erectors, LLC	$9,965,221.00
Landmark Structures	$10,732,000.00

The bids ranged from 7% above to 14% below the Engineer's estimate of $10,000,000.00. Gerard Tank & Steel, Inc. has completed similar projects in Bondurant and South Dakota and will be completing one in Norwalk. Gerard has the technical experience and the capacity to complete this project for the City of Ankeny. The Municipal Utilities Department recommends awarding the Elevated Water Storage Tower #4 project to Gerard Tank & Steel, Inc. of Concordia, Kansas.

Pending project approval and award by the City Council, the contractor will be required to start the project no

later than May 4, 2026. The contractor will have until May 31, 2028 to fully complete the project. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of One Thousand Dollars ($1,000.00) per calendar day will be assessed for work not fully completed within the designated contract term(s).

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($10,000,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost for the Elevated Water Storage Tower #4 project.
3. Receive and file the report of bids received on March 31, 2026.
4. Approve Resolution making award of construction contract with Gerard Tank & Steel, Inc. of Concordia, Kansas.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 2, 2026: The City Council approved a Resolution ordering construction and setting the bid opening date as March 31, 2026, and setting the public hearing date as April 6, 2026.

FISCAL IMPACT

This project is included in the current Capital Improvement Program with construction scheduled to begin in 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider the motion to close Public Hearing 2026-20.

Consider the motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost of $10,000,000.00; 2) receive and file report of bids received March 31, 2026; and 3) RESOLUTION making award of construction contract with Gerard Tank & Steel, Inc. in the amount of $8,595,000.00.

ATTACHMENTS

1. PH Coversheet
2. RES - plans, specs
3. Bid Sheet
4. Bid Tabulation
5. RES - making award
6. Elevated Water Tower #4 - LocationMap

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE ELEVATED WATER STORAGE TOWER #4", 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 ELEVATED WATER STORAGE TOWER #4

WHEREAS, on the **2nd** day of **March**, 2026, 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 Elevated Water Storage Tower #4; 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:

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 6th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

REC'D & FILED
BY CITY COUNCIL
4-6-26

city of Ankeny
bringing it all together.

Bid Letting for Elevated Water Storage Tower #4
March 31, 2026
10:30 A.M.

The purpose of this meeting is to receive, open and tabulate bids for construction of the Elevated Water Storage Tower #4 project in accordance with the Plans and Specifications prepared by Veenstra & Kimm, Inc.

Don Clark, Municipal Utilities Director

Project Estimate of Cost $ 10,000,000.00

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: one
1) ✓	Landmark 3120 Sabre Dr, Ste 350 South Lake, TX 76092	$ 10,732,000.00	✓
2) ✓ 1 envelope	CB+I Storage Tank Solutions LLC 14105 S Route 59 Plainfield, IL 60544	$ 9,590,000.00	✓
3) ✓ *	Gerard Tank + Steel Inc. 1540 E 12th St Concordia, KS 66901	$ 8,595,000.00	✓
4) ✓	Phoenix Fabricators + Erectors LLC 1825 County Rd 900 East Avon IN 46123-8973	$ 9,965,221.00	✓
5)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: one
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

city of Ankeny
bringing it all together.

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: one
14)			
15)			
16)			
170)			
18)			
19)			

Bids will be reviewed and further action taken by the City Council at their next regular meeting on April 6, 2026 at 5:30 p.m.

Donald Clark

Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

*Apparent Low Bidder

BID TABULATION
ELEVATED WATER STORAGE TOWER NO. 4
ANKENY, IOWA

Construct Elevated Water Storage Tower No. 4 for the following lump sum prices:	Gerard Tank & Steel, Inc. 1540 East 11th Street Concordia, KS 66901	CB&I Storage Tank Solutions, LLC 14105 S. Route 59 Plainfield, IL 60544	Phoenix Fabricators and Erectors, LLC 182 South County Road 900 East Avon, IN 46123	Landmark Structures I, LP 3120 Sabre Drive, Suite 350 Southlake, TX 76092
1. **Base Bid**:	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**	**LUMP SUM**
Composite elevated water storage tower, 2,500,000-gallon capacity for the lump sum amount of:	$ 8,595,000.00	$ 9,590,000.00	$ 9,965,221.00	$ 10,732,000.00
TOTAL BASE BID	**$8,595,000.00**	**$9,590,000.00**	**$9,965,221.00**	**$10,732,000.00**

I hereby certify that this is a true tabulation of bids received on March 31, 2026 by the City of Ankeny, Iowa.

Forrest S. Aldrich, P.E.
Iowa License No. 12248
My license renewal date is December 31, 2027

LICENSED PROFESSIONAL ENGINEER
Forrest S. Aldrich
No. 12248
IOWA

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE ELEVATED WATER STORAGE TOWER #4", 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 _____, 2026, 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 ELEVATED WATER STORAGE TOWER #4

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

That the following bid for the construction of certain public improvements described in general as the Elevated Water Storage Tower #4, described in the plans and specifications heretofore adopted by this Council on April 6, 2026, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Gerard Tank & Steel, Inc.** of **Concordia, Kansas**

Amount of bid: **$8,595,000.00**

Portion of project: All construction work

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 6th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk



city of Ankeny
bringing it all together

Elevated Water Tower #4

W E S N

1 in = 300 ft

Date: 1/21/2026

DEPARTMENT OF PARKS AND RECREATION

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

PH 2026-21 Proposed SE Oralabor Road & SE Four Mile Drive Traffic Signal

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Public Hearing
Resolution

LEGAL
Item reviewed by Legal Council

EXECUTIVE SUMMARY

The SE Oralabor Road & SE Four Mile Drive Traffic Signal project includes widening of the east and north legs of the project intersection to add long-term capacity, and installation of a permanent traffic signal.

The improvements include construction of the new traffic signal, approximately 1,600 SY of 9" thick PCC Class C-SUD street pavement, 700 LF of subdrain, one (1) storm sewer manhole and one (1) intake installation, Class 10 excavation, subgrade preparation, modified subbase, paved median, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting pole and mast arm assemblies, mast-arm mounted street name signs, ATC 48VDC cabinet with controller, conflict monitor and accessories, and fiber optic cable for Contractor installation.

The bid opening for this project was held on Tuesday, March 31, 2026. Five (5) bids were received.

1.	TK Concrete, Inc.	$ 738,890.00
2.	Absolute Group	$ 744,283.49
3.	Con-Struct, Inc.	$ 816,539.00
4.	The Concrete Company, Inc.	$ 828,176.35
5.	All Star Concrete, LLC	$ 867,863.15

The Engineer's Estimate was $843,634.00. The bids ranged from 12% below to 3% above the Engineer's Estimate. TK Concrete has completed several projects for the City and other public agencies, including the 2020 NE 18th Street & NE Trilein Drive Traffic Signal, and multiple Pedestrian Ramp Improvements projects. The Public Works Department recommends awarding the SE Oralabor Road & SE Four Mile Drive Traffic Signal to TK Concrete, Inc. of Pella, Iowa.

Pending project approval and award by the City Council, the Contractor will be required to start the project between May 4 and June 1, 2026, with substantial completion within 90 working days. The Contractor shall fully complete the overall project within 10 working days immediately following substantial completion and distribution of the punchlist by the Engineer.

The intersection will remain open to traffic, and no detours will be required. All-way *STOP* control will be implemented during construction and until the new traffic signal is placed into operation in fall 2026.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimate of cost ($843,634.00).
2. Approve Resolution, adopting plans, specifications, form of contract, and estimate of cost for the SE Oralabor Road & SE Four Mile Drive Traffic Signal.
3. Receive and file report of bids received March 31, 2026.
4. Approve Resolution making award of construction contract with TK Concrete, Inc. of Pella, Iowa.
5. Approve Resolution, approving contract and bonds with TK Concrete, Inc. in the amount of $738,890.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 2, 2026: The City Council approved a Resolution ordering construction and setting the bid opening date as March 31, 2026, and setting the public hearing date as April 6, 2026.
December 15, 2025: Council authorized acquisition of temporary easements necessary for construction of the project.
September 2, 2025: Council approved a professional services agreement with HR Green, Inc. for design of the project.
May 19, 2025: The project was presented and discussed at the City Council Work Session.

FISCAL IMPACT

The project is approved in the 2026-2030 Capital Improvement Program for construction starting in 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to close Public Hearing 2026-21.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost $843.634.00; 2) receive and file report of bids received March 31, 2026; and 3) RESOLUTION making award of construction contract with TK Concrete, Inc. in the amount of $738,890.00; 4) RESOLUTION approving contract and bonds with TK Concrete, Inc. in the amount of $738,890.00.

ATTACHMENTS

1. PH Coversheet

2. RES - plans, specs
3. Bid Sheet
4. Bid Tab
5. RES - making award
6. RES - approving contract
7. Contract
8. COI
9. Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

WHEREAS, on the 2nd day of March, 2026, 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 SE Oralabor Road & SE Four Mile Drive Traffic Signal; 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:

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 6th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together.

REC'D & FILED
BY CITY COUNCIL
4-16-26

Bid Letting for SE Oralabor Road & SE Four Mile Drive Traffic Signal
March 31, 2026
10:30 A.M.

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Oralabor Road and SE Four Mile Drive Traffic Signal project in accordance with the Plans and Specifications prepared by HR Green, Inc.

Amy Quartell, City Engineer

Project Estimate of Cost $ 843,634.00

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: none
1) ✓	Con-Struct Inc. 305 South Dayton Ave Ames IA 50010	$ 816,539.00	
2) ✓	The Concrete Co PO Box 556 Grimes, IA 50111	$ 828,176.35	
3) ✓	All Star Concrete, LLC 4989 NW Johnston Dr Johnston IA 50131	$ 867,863.15	
4) * ✓	TK Concrete Inc PO Box 111 Pella IA 50219	$ 738,890.00	
5) ✓	Absolute Group PO Box 430 Granger IA 50109	$ 744,283.49	

*Apparent Low Bidder

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: none
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			

*Apparent Low Bidder

city of Ankeny
bringing it all together.

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: none
14)			
15)			
16)			
170)			
18)			
19)			

Bids will be reviewed and further action taken by the City Council at their next regular meeting on April 6, 2026 at 5:30 p.m.

Amy Quartell, City Engineer

ATTEST:

Michelle Yuska, City Clerk

*Apparent Low Bidder

Bid Tabulation

SE Oralabor Road & SE Four Mile Drive Traffic Signal

Tuesday, March 31, 2026

					Engineer's Estimate		Con-Struct, Inc.		The Concrete Company		All Star Concrete, LLC		TK Concrete, Inc.		Absolute Group	
Item No.	SUDAS Number	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2.01	2010-A	Clearing and Grubbing	UNIT	202.5	$ 70.00	$ 14,175.00	$ 100.00	$ 20,250.00	$ 85.00	$ 17,212.50	$ 100.00	$ 20,250.00	$ 80.00	$ 16,200.00	$ 90.00	$ 18,225.00
2.02	2010-D-1	Topsoil, On-Site, 6" Depth	CY	477	$ 25.00	$ 11,925.00	$ 40.00	$ 19,080.00	$ 48.50	$ 23,134.50	$ 29.00	$ 13,833.00	$ 12.00	$ 5,724.00	$ 20.00	$ 9,540.00
2.03	2010-E	Excavation, Class 10, Roadway and Borrow	CY	565	$ 15.00	$ 8,475.00	$ 40.00	$ 22,600.00	$ 29.00	$ 16,385.00	$ 16.00	$ 9,040.00	$ 17.00	$ 9,605.00	$ 15.00	$ 8,475.00
2.04	2010-E	Excavation, Class 10, Waste	CY	206	$ 15.00	$ 3,090.00	$ 30.00	$ 6,180.00	$ 30.00	$ 6,180.00	$ 24.00	$ 4,944.00	$ 20.00	$ 4,120.00	$ 20.00	$ 4,120.00
2.05	2010-G	Subgrade Preparation, 6" Depth	SY	1,967	$ 4.00	$ 7,868.00	$ 8.00	$ 15,736.00	$ 14.50	$ 28,521.50	$ 7.00	$ 13,769.00	$ 2.00	$ 3,934.00	$ 4.00	$ 7,868.00
2.06	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	692	$ 5.00	$ 3,460.00	$ 4.00	$ 2,768.00	$ 4.00	$ 2,768.00	$ 2.00	$ 1,384.00	$ 5.00	$ 3,460.00	$ 3.50	$ 2,422.00
2.07	2010-J	Subbase, Modified, 6" Depth	SY	2,367	$ 15.00	$ 35,505.00	$ 15.00	$ 35,505.00	$ 21.50	$ 50,890.50	$ 17.00	$ 40,239.00	$ 13.00	$ 30,771.00	$ 15.00	$ 35,505.00
2.08	2010-K-2-c	Removal of Known Pipe Culvert, CMP, 18" Dia.	LF	27	$ 20.00	$ 540.00	$ 30.00	$ 810.00	$ 28.00	$ 756.00	$ 22.00	$ 594.00	$ 25.00	$ 675.00	$ 21.00	$ 567.00
2.09	2010-M	Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 2,875.00	$ 2,875.00	$ 2,500.00	$ 2,500.00	$ 1,750.00	$ 1,750.00	$ 1,820.00	$ 1,820.00
3.01	3010-F	Trench Compaction Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	$ 2,643.00	$ 2,643.00
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 36" Dia.	LF	4	$ 170.00	$ 680.00	$ 500.00	$ 2,000.00	$ 1,000.00	$ 4,000.00	$ 635.00	$ 2,540.00	$ 400.00	$ 1,600.00	$ 775.00	$ 3,100.00
4.02	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	45	$ 25.00	$ 1,125.00	$ 20.00	$ 900.00	$ 55.00	$ 2,475.00	$ 44.00	$ 1,980.00	$ 25.00	$ 1,125.00	$ 20.00	$ 900.00
4.03	4020-D	Removal of Storm Sewer, RCP, 36" Dia.	LF	4	$ 50.00	$ 200.00	$ 30.00	$ 120.00	$ 175.00	$ 700.00	$ 132.00	$ 528.00	$ 550.00	$ 2,200.00	$ 35.00	$ 140.00
4.04	4030-A-1	Pipe Culvert, Trenched, RCP, 18" Dia.	LF	23	$ 75.00	$ 1,725.00	$ 100.00	$ 2,300.00	$ 300.00	$ 6,900.00	$ 270.00	$ 6,210.00	$ 110.00	$ 2,530.00	$ 84.00	$ 1,932.00
4.05	4030-B	Pipe Apron, RCP, 18" Dia.	EACH	2	$ 1,800.00	$ 3,600.00	$ 1,500.00	$ 3,000.00	$ 2,500.00	$ 5,000.00	$ 2,150.00	$ 4,300.00	$ 2,000.00	$ 4,000.00	$ 2,300.00	$ 4,600.00
4.06	4030-C	Footing for Concrete Pipe Apron, RCP, 18" Dia.	EACH	2	$ 800.00	$ 1,600.00	$ 300.00	$ 600.00	$ 900.00	$ 1,800.00	$ 809.00	$ 1,618.00	$ 1,750.00	$ 3,500.00	$ 360.00	$ 720.00
4.07	4030-D	Pipe Apron Guard, RCP, 18" Dia.	EACH	1	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00	$ 1,650.00	$ 1,650.00	$ 1,750.00	$ 1,750.00	$ 1,215.00	$ 1,215.00
4.08	4040-A	Subdrain, Corrugated PVC, Type 2, 8" Dia.	LF	709	$ 30.00	$ 21,270.00	$ 35.00	$ 24,815.00	$ 80.00	$ 56,720.00	$ 44.00	$ 31,196.00	$ 35.00	$ 24,815.00	$ 42.75	$ 30,309.75
4.09	4040-C-1	Subdrain Cleanout, Type B, 24" Dia.	EACH	4	$ 2,000.00	$ 8,000.00	$ 1,500.00	$ 6,000.00	$ 1,735.00	$ 6,940.00	$ 1,560.00	$ 6,240.00	$ 925.00	$ 3,700.00	$ 2,450.00	$ 9,800.00
4.10	4040-D-1	Subdrain Outlets and Connections, PVC, 8" Dia.	EACH	6	$ 300.00	$ 1,800.00	$ 600.00	$ 3,600.00	$ 437.00	$ 2,622.00	$ 387.00	$ 2,322.00	$ 600.00	$ 3,600.00	$ 850.00	$ 5,100.00
4.11	4040-999-A	Removal of Subdrain	LF	1145	$ 5.00	$ 5,725.00	$ 10.00	$ 11,450.00	$ 13.45	$ 15,400.25	$ 10.00	$ 11,450.00	$ 4.00	$ 4,580.00	$ 13.25	$ 15,171.25
4.12	4999-A	Removal of Pipe Apron, RCP, 15" Dia.	EACH	1	$ 200.00	$ 200.00	$ 500.00	$ 500.00	$ 389.00	$ 389.00	$ 329.00	$ 329.00	$ 500.00	$ 500.00	$ 425.00	$ 425.00
5.01	5020-G	Valve Box Extension	EACH	3	$ 600.00	$ 1,800.00	$ 1,000.00	$ 3,000.00	$ 613.80	$ 1,841.40	$ 510.00	$ 1,530.00	$ 250.00	$ 750.00	$ 390.00	$ 1,170.00
5.02	5020-999-A	Remove and Relocate Fire Hydrant	EACH	1	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 1,985.00	$ 1,985.00	$ 1,635.00	$ 1,635.00	$ 8,750.00	$ 8,750.00	$ 2,250.00	$ 2,250.00
6.01	6010-A	Manhole, SW-401, 60" Dia., Cast-In-Place	EACH	1	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 12,705.00	$ 12,705.00	$ 10,630.00	$ 10,630.00	$ 12,500.00	$ 12,500.00	$ 12,325.00	$ 12,325.00
6.02	6010-B	Intake, SW-505, 6'-8" x 2'-0", Cast-In-Place	EACH	1	$ 8,500.00	$ 8,500.00	$ 10,000.00	$ 10,000.00	$ 12,606.00	$ 12,606.00	$ 10,200.00	$ 10,200.00	$ 10,500.00	$ 10,500.00	$ 9,000.00	$ 9,000.00
6.03	6010-E-2	Intake Adjustment, Minor	EACH	1	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 2,343.00	$ 2,343.00	$ 1,955.00	$ 1,955.00	$ 2,750.00	$ 2,750.00	$ 4,000.00	$ 4,000.00
6.04	6010-H-2	Remove Intake	EACH	2	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 1,230.00	$ 2,460.00	$ 987.00	$ 1,974.00	$ 500.00	$ 1,000.00	$ 950.00	$ 1,900.00
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thickness	SY	1,592	$ 90.00	$ 143,280.00	$ 100.00	$ 159,200.00	$ 85.00	$ 135,320.00	$ 140.00	$ 222,880.00	$ 90.00	$ 143,280.00	$ 107.50	$ 171,140.00
7.02	7010-I	PCC Pavement Samples and Testing	LS	1	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 2,640.60	$ 2,640.60
7.03	7010-999-A	Shoulder, Granular	TON	65	$ 50.00	$ 3,250.00	$ 60.00	$ 3,900.00	$ 62.10	$ 4,036.50	$ 49.00	$ 3,185.00	$ 58.00	$ 3,770.00	$ 40.25	$ 2,616.25
7.04	7030-A-1	Removal of Sidewalk	SY	177	$ 10.00	$ 1,770.00	$ 20.00	$ 3,540.00	$ 19.00	$ 3,363.00	$ 14.00	$ 2,478.00	$ 10.00	$ 1,770.00	$ 8.00	$ 1,416.00
7.05	7030-E	Sidewalk, PCC, Class C, 4" Thickness	SY	21.9	$ 60.00	$ 1,314.00	$ 100.00	$ 2,190.00	$ 61.00	$ 1,335.90	$ 78.00	$ 1,708.20	$ 80.00	$ 1,752.00	$ 87.00	$ 1,905.30
7.06	7030-E	Sidewalk, PCC, Class C, 5" Thickness	SY	35.4	$ 65.00	$ 2,301.00	$ 110.00	$ 3,894.00	$ 67.50	$ 2,389.50	$ 74.25	$ 2,628.45	$ 80.00	$ 2,832.00	$ 66.00	$ 2,336.40
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thickness	SY	107.7	$ 70.00	$ 7,539.00	$ 120.00	$ 12,924.00	$ 89.50	$ 9,639.15	$ 65.00	$ 7,000.50	$ 80.00	$ 8,616.00	$ 136.00	$ 14,647.20
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	118	$ 60.00	$ 7,080.00	$ 50.00	$ 5,900.00	$ 65.00	$ 7,670.00	$ 55.00	$ 6,490.00	$ 50.00	$ 5,900.00	$ 40.00	$ 4,720.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, 6" Thickness	SY	85	$ 65.00	$ 5,525.00	$ 80.00	$ 6,800.00	$ 65.00	$ 5,525.00	$ 65.00	$ 5,525.00	$ 80.00	$ 6,800.00	$ 164.00	$ 13,940.00
7.10	7030-H-2	Driveway, Granular, 6" Thickness	SY	59	$ 65.00	$ 3,835.00	$ 30.00	$ 1,770.00	$ 19.80	$ 1,168.20	$ 16.00	$ 944.00	$ 25.00	$ 1,475.00	$ 20.00	$ 1,180.00
7.11	7040-H	Pavement Removal	SY	585	$ 15.00	$ 8,775.00	$ 30.00	$ 17,550.00	$ 25.00	$ 14,625.00	$ 23.00	$ 13,455.00	$ 15.00	$ 8,775.00	$ 19.00	$ 11,115.00
8.01	8010-A	Traffic Signal, SE Oralabor Rd & SE Four Mile Dr	LS	1	$ 240,000.00	$ 240,000.00	$ 196,000.00	$ 196,000.00	$ 214,538.60	$ 214,538.60	$ 187,220.00	$ 187,220.00	$ 206,000.00	$ 206,000.00	$ 187,220.00	$ 187,220.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	91.5	$ 130.00	$ 11,895.00	$ 110.00	$ 10,065.00	$ 110.00	$ 10,065.00	$ 100.00	$ 9,150.00	$ 130.00	$ 11,895.00	$ 100.00	$ 9,150.00
8.03	8020-G	Painted Symbols and Legends, Durable	EACH	18	$ 400.00	$ 7,200.00	$ 215.00	$ 3,870.00	$ 210.00	$ 3,780.00	$ 205.00	$ 3,690.00	$ 260.00	$ 4,680.00	$ 205.00	$ 3,690.00
8.04	8020-K	Pavement Markings Removed	STA	14.7	$ 100.00	$ 1,470.00	$ 110.00	$ 1,617.00	$ 105.00	$ 1,543.50	$ 100.00	$ 1,470.00	$ 130.00	$ 1,911.00	$ 100.00	$ 1,470.00
8.05	8020-L	Symbols and Legends Removed	EACH	13	$ 100.00	$ 1,300.00	$ 110.00	$ 1,430.00	$ 105.00	$ 1,365.00	$ 100.00	$ 1,300.00	$ 130.00	$ 1,690.00	$ 100.00	$ 1,300.00
8.06	8020-M	Grooves for Pavement Markings	STA	85.9	$ 130.00	$ 11,167.00	$ 60.00	$ 5,154.00	$ 53.55	$ 4,599.95	$ 51.00	$ 4,380.90	$ 70.00	$ 6,013.00	$ 51.00	$ 4,380.90
8.07	8020-N	Grooves for Symbols and Legends	EACH	18	$ 400.00	$ 7,200.00	$ 190.00	$ 3,420.00	$ 185.00	$ 3,330.00	$ 175.00	$ 3,150.00	$ 230.00	$ 4,140.00	$ 175.00	$ 3,150.00

Bid Tabulation

SE Oralabor Road & SE Four Mile Drive Traffic Signal

Tuesday, March 31, 2026

					Engineer's Estimate		Con-Struct, Inc.		The Concrete Company		All Star Concrete, LLC		TK Concrete, Inc.		Absolute Group	
Item No.	SUDAS Number	Item	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
8.08	8030-A	Temporary Traffic Control	LS	1	$ 40,000.00	$ 40,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 17,300.00	$ 17,300.00	$ 10,750.00	$ 10,750.00	$ 8,795.00	$ 8,795.00
8.09	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	40	$ 100.00	$ 4,000.00	$ 110.00	$ 4,400.00	$ 115.00	$ 4,600.00	$ 100.00	$ 4,000.00	$ 125.00	$ 5,000.00	$ 100.00	$ 4,000.00
8.10	8040-B	Traffic Signs	SF	64	$ 80.00	$ 5,120.00	$ 30.00	$ 1,920.00	$ 29.00	$ 1,856.00	$ 26.00	$ 1,664.00	$ 34.00	$ 2,176.00	$ 26.00	$ 1,664.00
8.11	8040-D	Perforated Square Steel Tube Posts	EACH	6	$ 210.00	$ 1,260.00	$ 175.00	$ 1,050.00	$ 165.00	$ 990.00	$ 155.00	$ 930.00	$ 200.00	$ 1,200.00	$ 155.00	$ 930.00
8.12	8040-G	Perforated Square Steel Tube Post Anchors	EACH	4	$ 300.00	$ 1,200.00	$ 150.00	$ 600.00	$ 145.00	$ 580.00	$ 140.00	$ 560.00	$ 185.00	$ 740.00	$ 140.00	$ 560.00
8.13	8040-J	Remove and Salvage Traffic Sign Assembly	EACH	11	$ 100.00	$ 1,100.00	$ 175.00	$ 1,925.00	$ 175.00	$ 1,925.00	$ 165.00	$ 1,815.00	$ 215.00	$ 2,365.00	$ 165.00	$ 1,815.00
8.14	8999-A	Fiber Optic Cable, 24ct Single Mode (Install City-furnished Cable)	LF	3612	$ 3.50	$ 12,642.00	$ 3.00	$ 10,836.00	$ 2.10	$ 7,585.20	$ 2.50	$ 9,030.00	$ 3.00	$ 10,836.00	$ 2.50	$ 9,030.00
8.15	8999-A	Fiber Optic Cable, 12ct Single Mode (Install City-furnished Cable)	LF	42	$ 3.50	$ 147.00	$ 38.00	$ 1,596.00	$ 2.10	$ 88.20	$ 36.35	$ 1,526.70	$ 45.00	$ 1,890.00	$ 36.32	$ 1,525.44
8.16	8999-A	Conduit, Fiber Optic, HDPE, 2" Dia.	LF	37	$ 9.00	$ 333.00	$ 20.00	$ 740.00	$ 15.00	$ 555.00	$ 18.50	$ 684.50	$ 24.00	$ 888.00	$ 18.50	$ 684.50
8.17	8999-A	Conduit, Fiber Optic, HDPE, 3" Dia.	LF	69	$ 12.00	$ 828.00	$ 220.00	$ 15,180.00	$ 19.00	$ 1,311.00	$ 20.10	$ 1,386.90	$ 26.00	$ 1,794.00	$ 20.10	$ 1,386.90
8.18	8999-A	Fiber Optic Splice Enclosure	EACH	2	$ 500.00	$ 1,000.00	$ 710.00	$ 1,420.00	$ 1,300.00	$ 2,600.00	$ 675.00	$ 1,350.00	$ 875.00	$ 1,750.00	$ 675.00	$ 1,350.00
8.19	8999-A	Fiber Optic Housing	EACH	2	$ 200.00	$ 400.00	$ 320.00	$ 640.00	$ 225.00	$ 450.00	$ 300.00	$ 600.00	$ 420.00	$ 840.00	$ 300.00	$ 600.00
8.20	8999-A	Fiber Optic Connector Panel	EACH	2	$ 500.00	$ 1,000.00	$ 240.00	$ 480.00	$ 900.00	$ 1,800.00	$ 225.00	$ 450.00	$ 325.00	$ 650.00	$ 225.00	$ 450.00
8.21	8999-B	Handhole, Type IV, 30" x 48"	EACH	1	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 2,075.00	$ 2,075.00	$ 2,016.00	$ 2,016.00	$ 2,520.00	$ 2,520.00	$ 2,016.00	$ 2,016.00
8.22	8999-B	Handhole Relocation, Type III, 24" x 36"	EACH	1	$ 500.00	$ 500.00	$ 2,800.00	$ 2,800.00	$ 950.00	$ 950.00	$ 2,666.00	$ 2,666.00	$ 3,335.00	$ 3,335.00	$ 2,666.00	$ 2,666.00
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	ACRE	0.80	$ 2,000.00	$ 1,600.00	$ 630.00	$ 504.00	$ 13,500.00	$ 10,800.00	$ 600.00	$ 480.00	$ 500.00	$ 400.00	$ 600.00	$ 480.00
9.02	9010-A	Conventional Seeding and Fertilizing, Permanent	ACRE	0.80	$ 3,000.00	$ 2,400.00	$ 2,100.00	$ 1,680.00	$ 11,785.00	$ 9,428.00	$ 2,000.00	$ 1,600.00	$ 3,000.00	$ 2,400.00	$ 2,000.00	$ 1,600.00
9.03	9040-D-1	Filter Sock, 9" Dia.	LF	200	$ 3.00	$ 600.00	$ 2.00	$ 400.00	$ 3.00	$ 600.00	$ 1.70	$ 340.00	$ 3.50	$ 700.00	$ 1.70	$ 340.00
9.04	9040-D-1	Filter Sock, 12" Dia.	LF	100	$ 3.00	$ 300.00	$ 3.00	$ 300.00	$ 4.15	$ 415.00	$ 2.50	$ 250.00	$ 5.00	$ 500.00	$ 2.50	$ 250.00
9.05	9040-D-2	Filter Sock, Removal	LF	300	$ 1.00	$ 300.00	$ 1.00	$ 300.00	$ 1.75	$ 525.00	$ 0.30	$ 90.00	$ 1.00	$ 300.00	$ 0.30	$ 90.00
9.06	9040-J	Rip Rap, Erosion Stone	TON	13	$ 80.00	$ 1,040.00	$ 100.00	$ 1,300.00	$ 248.00	$ 3,224.00	$ 133.00	$ 1,729.00	$ 100.00	$ 1,300.00	$ 100.00	$ 1,300.00
9.07	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	1700	$ 3.00	$ 5,100.00	$ 2.00	$ 3,400.00	$ 3.85	$ 6,545.00	$ 1.70	$ 2,890.00	$ 2.25	$ 3,825.00	$ 1.70	$ 2,890.00
9.08	9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1700	$ 1.00	$ 1,700.00	$ 0.30	$ 510.00	$ 1.75	$ 2,975.00	$ 0.30	$ 510.00	$ 0.35	$ 595.00	$ 0.30	$ 510.00
9.09	9040-Q-1	Erosion Control Mulching, Conventional	ACRE	0.80	$ 2,000.00	$ 1,600.00	$ 2,600.00	$ 2,080.00	$ 3,500.00	$ 2,800.00	$ 2,500.00	$ 2,000.00	$ 1,235.00	$ 988.00	$ 2,500.00	$ 2,000.00
9.10	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	ACRE	0.80	$ 3,000.00	$ 2,400.00	$ 3,150.00	$ 2,520.00	$ 4,850.00	$ 3,880.00	$ 3,000.00	$ 2,400.00	$ 3,700.00	$ 2,960.00	$ 3,000.00	$ 2,400.00
9.11	9040-T-1	Inlet Protection Device, Surface-Applied	EACH	4	$ 150.00	$ 600.00	$ 60.00	$ 240.00	$ 100.00	$ 400.00	$ 50.00	$ 200.00	$ 100.00	$ 400.00	$ 50.00	$ 200.00
9.12	9040-T-1	Inlet Protection Device, Drop-In	EACH	8	$ 150.00	$ 1,200.00	$ 150.00	$ 1,200.00	$ 145.00	$ 1,160.00	$ 140.00	$ 1,120.00	$ 200.00	$ 1,600.00	$ 140.00	$ 1,120.00
9.13	9040-T-2	Inlet Protection Device, Maintenance	EACH	8	$ 25.00	$ 200.00	$ 10.00	$ 80.00	$ 35.00	$ 280.00	$ 10.00	$ 80.00	$ 25.00	$ 200.00	$ 10.00	$ 80.00
9.14	9060-D	Removal and Reinstallation of Existing Fence, Wire	LF	20	$ 50.00	$ 1,000.00	$ 120.00	$ 2,400.00	$ 10.00	$ 200.00	$ 100.00	$ 2,000.00	$ 140.00	$ 2,800.00	$ 98.00	$ 1,960.00
11.01	11010-A	Construction Survey	LS	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 9,600.00	$ 9,600.00
11.02	11020-A	Mobilization	LS	1	$ 80,000.00	$ 80,000.00	$ 60,000.00	$ 60,000.00	$ 15,000.00	$ 15,000.00	$ 100,000.00	$ 100,000.00	$ 59,750.00	$ 59,750.00	$ 42,000.00	$ 42,000.00
11.03	11030-A	Maintenance of Postal Service	LS	1	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 1,375.00	$ 1,375.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,250.00	$ 1,250.00
11.04	11030-B	Maintenance of Solid Waste Collection	LS	1	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00	$ 1,500.00	$ 1,500.00	$ 4,300.00	$ 4,300.00
11.05	11050-A	Concrete Washout	LS	1	$ 8,000.00	$ 8,000.00	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 1,200.00	$ 1,200.00	$ 3,500.00	$ 3,500.00	$ 1,180.00	$ 1,180.00
					Total =	$ 843,634.00		$ 816,539.00		$ 828,176.35		$ 867,863.15		$ 738,890.00		$ 744,283.49

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL", 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 _____, 2026, 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 SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

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

That the following bid for the construction of certain public improvements described in general as the SE Oralabor Road & SE Four Mile Drive Traffic Signal, described in the plans and specifications heretofore adopted by this Council on April 6, 2026, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **TK Concrete, Inc.** of **Pella, Iowa**

Amount of bid: **$738,890.00**

Portion of project: All construction work

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 6th day of April, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL", 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 SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

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 SE Oralabor Road & SE Four Mile Drive Traffic Signal, 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: **TK Concrete, Inc.** of **Pella, Iowa**

Amount of bid: **$738,890.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **6th** day of **April**, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of April, 20 26, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and TK Concrete, Inc., 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:

SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

The project includes widening of the east and north legs of the project intersection to add long-term capacity, and installation of a permanent traffic signal.

The improvements include construction of the new traffic signal, approximately 1,600 SY of 9" thick PCC Class C-SUD street pavement, 700 LF of subdrain, one (1) storm sewer manhole and one (1) intake installation, Class 10 excavation, subgrade preparation, modified subbase, paved median, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting pole and mast arm assemblies, mast-arm mounted streetname signs, ATC 48VDC cabinet with controller, conflict monitor and accessories, and fiber optic cable for Contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seven Hundred Thirty Eight Thousand Eight Hundred Ninety DOLLARS ($738,890.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **ninety (90) working days.** Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal and fiber optic construction completed; with the pavement markings and signs installed; and the streets, driveways, and sidewalks fully open to traffic and the traffic signal fully operational. **A six-day work week is <u>not</u> required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** after the punch list has been provided to the Contractor following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____
Bobbi B. Bentz, Mayor

(Seal)
ATTEST:

_____
Michelle Yuska, City Clerk

CONTRACTOR:

TK Concrete, Inc.
Contractor

By Tony VanMeeteren
Signature

President
Title

1608 Fifield Rd P.O. Box 111
Street Address

Pella, IA 50219
City, State, Zip Code

641-628-4590
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0923-36 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.**

2. **This Contract must be notarized by a Notary Public commissioned by the Secretary of State to serve the public as an impartial and unbiased witness by identifying persons who come before the Notary.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 2 day of April, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Vermeer and _____, to me known, who, being by me duly sworn, did say that they are the President, 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 Anthony Vermeer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
BLANE REUTTER
Commission Number
788949
My Commission Expires
3-10-27

_____
Notary Public in and for the State of Iowa
My commission expires 3-10, 20~~26~~ 27 BR

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				
2.01	Clearing and Grubbing	UNIT	202.5	$ 80.00	$ 16,200.00
2.02	Topsoil, On-Site, 6" Depth	CY	477	$ 12.00	$ 5,724.00
2.03	Excavation, Class 10, Roadway and Borrow	CY	565	$ 17.00	$ 9,605.00
2.04	Excavation, Class 10, Waste	CY	206	$ 20.00	$ 4,120.00
2.05	Subgrade Preparation, 6" Depth	SY	1,967	$ 2.00	$ 3,934.00
2.06	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	692	$ 5.00	$ 3,460.00
2.07	Subbase, Modified, 6" Depth	SY	2,367	$ 13.00	$ 30,771.00
2.08	Removal of Known Pipe Culvert, CMP, 18" Dia.	LF	27	$ 25.00	$ 675.00
2.09	Compaction Testing	LS	1	$ 1,750.00	$ 1,750.00
	TRENCH AND TR4ENCHLESS COMPACTION				
3.01	Trench Compaction Testing	LS	1	$ 1,750.00	$ 1,750.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, RCP, 36" Dia.	LF	4	$ 400.00	$ 1,600.00
4.02	Removal of Storm Sewer, RCP, 15" Dia.	LF	45	$ 25.00	$ 1,125.00
4.03	Removal of Storm Sewer, RCP, 36" Dia.	LF	4	$ 550.00	$ 2,200.00
4.04	Pipe Culvert, Trenched, RCP, 18" Dia.	LF	23	$ 110.00	$ 2,530.00
4.05	Pipe Apron, RCP, 18" Dia.	EA	2	$ 2,000.00	$ 4,000.00
4.06	Footing for Concrete Pipe Apron, RCP, 18" Dia.	EA	2	$ 1,750.00	$ 3,500.00
4.07	Pipe Apron Guard, RCP, 18" Dia.	EA	1	$ 1,750.00	$ 1,750.00
4.08	Subdrain, Corrugated PVC, Type 2, 8" Dia.	LF	709	$ 35.00	$ 24,815.00
4.09	Subdrain Cleanout, Type B, 24" Dia.	EA	4	$ 925.00	$ 3,700.00
4.10	Subdrain Outlets and Connections, PVC, 8" Dia.	EA	6	$ 600.00	$ 3,600.00
4.11	Removal of Subdrain	LF	1,145	$ 4.00	$ 4,580.00

4.12	Removal of Pipe Apron, RCP, 15" Dia.	EA	1	$ 500.00	$ 500.00
	WATER MAINS AND APPURTENANCES				
5.01	Valve Box Extension	EA	3	$ 250.00	$ 750.00
5.02	Remove and Replace Fire Hydrant	EA	1	$ 8,750.00	$ 8,750.00
	STRUCTURES FOR SANITARY & STORM SEWERS				
6.01	Manhole, SW-401, 60" Dia., Cast-In-Place	EA	1	$ 12,500.00	$ 12,500.00
6.02	Intake, SW-505, 6'-8" x 2'-0", Cast-In-Place	EA	1	$ 10,500.00	$ 10,500.00
6.03	Intake Adjustment, Minor	EA	1	$ 2,750.00	$ 2,750.00
6.04	Remove Intake	EA	2	$ 500.00	$ 1,000.00
	STREETS & RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9" Thickness	SY	1.592	$ 90.00	$ 143,280.00
7.02	PCC Pavement Samples and Testing	LS	1	$ 2,500.00	$ 2,500.00
7.03	Shoulder, Granular	TON	65	$ 58.00	$ 3,770.00
7.04	Removal of Sidewalk	SY	177	$ 10.00	$ 1,770.00
7.05	Sidewalk, PCC, Class C, 4" Thickness	SY	21.9	$ 80.00	$ 1,752.00
7.06	Sidewalk, PCC, Class C, 5" Thickness	SY	35.4	$ 80.00	$ 2,832.00
7.07	Sidewalk, PCC, Class C, 6" Thickness	SY	107.7	$ 80.00	$ 8,616.00
7.08	Detectable Warnings, Galvanized Steel	SF	118	$ 50.00	$ 5,900.00
7.09	Driveway, Paved, PCC, Class C, 6" Thickness	SY	85	$ 80.00	$ 6,800.00
7.10	Driveway, Granular, 6" Thickness	SY	59	$ 25.00	$ 1,475.00
7.10	Pavement Removal	SY	585	$ 15.00	$ 8,775.00
	TRAFFIC CONTROL				
8.01	Traffic Signal, SE Oralabor Rd & SE Four Mile Dr	LS	1	$ 206,000.00	$ 206,000.00
8.02	Painted Pavement Markings, Durable	STA	91.5	$ 130.00	$ 11,895.00
8.03	Painted Symbols and Legends, Durable	EA	18	$ 260.00	$ 4,680.00
8.04	Pavement Markings Removed	STA	14.7	$ 130.00	$ 1,911.00
8.05	Symbols and Legends Removed	EA	13	$ 130.00	$ 1,690.00
8.06	Grooves for Pavement Markings	STA	85.9	$ 70.00	$ 6,013.00
8.07	Grooves for Symbols and Legends	EA	18	$ 230.00	$ 4,140.00
8.08	Temporary Traffic Control	LS	1	$ 10,750.00	$ 10,750.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40	$ 125.00	$ 5,000.00

8.10	Traffic Signs	SF	64	$ 34.00	$ 2,176.00
8.11	Perforated Square Steel Tube Posts	EA	6	$ 200.00	$ 1,200.00
8.12	Perforated Square Steel Tube Post Anchors	EA	4	$ 185.00	$ 740.00
8.13	Remove and Salvage Traffic Sign Assembly	EA	11	$ 215.00	$ 2,365.00
8.14	Fiber Optic Cable, 24ct Single Mode (Install City-furnished Cable)	LF	3,612	$ 3.00	$ 10,836.00
8.15	Fiber Optic Cable, 12ct Single Mode (Install City-furnished Cable)	LF	42	$ 45.00	$ 1,890.00
8.16	Conduit, Fiber Optic, HDPE, 2" Dia.	LF	37	$ 24.00	$ 888.00
8.17	Conduit, Fiber Optic, HDPE, 3" Dia.	LF	69	$ 26.00	$ 1,794.00
8.18	Fiber Optic Splice Enclosure	EA	2	$ 875.00	$ 1,750.00
8.19	Fiber Optic Housing	EA	2	$ 420.00	$ 840.00
8.20	Fiber Optic Connector Panel	EA	2	$ 325.00	$ 650.00
8.21	Handhole, Type IV, 30" x 48"	EA	1	$ 2,520.00	$ 2,520.00
8.22	Handhole Relocation, Type III, 24" x 36"	EA	1	$ 3,335.00	$ 3,335.00
	SITE WORK & LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	ACRE	0.80	$ 500.00	$ 400.00
9.02	Conventional Seeding and Fertilizing, Permanent	ACRE	0.80	$ 3,000.00	$ 2,400.00
9.03	Filter Sock, 9" Dia.	LF	200	$ 3.50	$ 700.00
9.04	Filter Sock, 12" Dia.	LF	100	$ 5.00	$ 500.00
9.05	Filter Sock, Removal	LF	300	$ 1.00	$ 300.00
9.06	Rip Rap, Erosion Stone	TON	13	$ 100.00	$ 1,300.00
9.07	Silt Fence or Silt Fence Ditch Check	LF	1,700	$ 2.25	$ 3,825.00
9.08	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	1,700	$ .35	$ 595.00
9.09	Erosion Control Mulching, Conventional	ACRE	0.80	$ 1,235.00	$ 988.00
9.10	Erosion Control Mulching, Hydromulching, BFM	ACRE	0.80	$ 3,700.00	$ 2,960.00
9.11	Inlet Protection Device, Surface-Applied	EA	4	$ 100.00	$ 400.00
9.12	Inlet Protection Device, Drop-In	EA	8	$ 200.00	$ 1,600.00
9.13	Inlet Protection Device, Maintenance	EA	8	$ 25.00	$ 200.00
9.14	Removal and Reinstallation of Existing Fence, Wire	LF	20	$ 140.00	$ 2,800.00

	MISCELLANEOUS				
11.01	Construction Survey	LS	1	$ 15,000.00	$ 15,000.00
11.02	Mobilization	LS	1	$ 59,750.00	$ 59,750.00
11.03	Maintenance of Postal Service	LS	1	$ 1,500.00	$ 1,500.00
11.04	Maintenance of Solid Waste Collection	LS	1	$ 1,500.00	$ 1,500.00
11.05	Concrete Washout	LS	1	$ 3,500.00	$ 3,500.00

TOTAL CONTRACT AMOUNT = $ 738,890.00

BOND NO. GM260248

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seven hundred thirty-eight thousand eight hundred ninety DOLLARS ($ 738,890.00), 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 6th day of April, 2026, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

The project includes widening of the east and north legs of the project intersection to add long-term capacity, and installation of a permanent traffic signal.

The improvements include construction of the new traffic signal, approximately 1,600 SY of 9" thick PCC Class C-SUD street pavement, 700 LF of subdrain, one (1) storm sewer manhole and one (1) intake installation, Class 10 excavation, subgrade preparation, modified subbase, paved median, driveways, sidewalks, pavement markings, fiber optic infrastructure, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting pole and mast arm assemblies, mast-arm mounted streetname signs, ATC 48VDC cabinet with controller, conflict monitor and accessories, and fiber optic cable for Contractor installation.

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 **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands this 6th day of April, 2026.

PRINCIPAL:

TK Concrete, Inc.
Contractor

By Tony VanMeer
Signature

President
Title

SURETY:

Great Midwest Insurance Company
Surety Company

By P Mason
Signature Attorney-in-Fact Officer

Polly Mason
Printed Name of Attorney-in-Fact Officer

Zip Bonds, LLC
Company Name

3737 Woodland Ave. Suite 505
Company Address

West Des Moines, IA 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Zach Matter, Zach Mefferd, Tina Bockholt, Havilah Watson, Jimmy Brown, Isaac Wood, Polly Mason, Brenda Risa

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 6th Day of April 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



city of Ankeny
bringing it all together

SE Oralabor Road & SE Four Mile Drive

Map is for Locational Purposes Only.

N W E S

1 in = 1,000 ft

Date: 5/2/2025

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Approval of official council actions of the regular meeting of March 16, 2026, as published, subject to correction, as recommended by the City Clerk.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, March 16, 2026, 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer
Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

---

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

PUBLIC FORUM

1. Jamie Anderson, Executive Director, Ankeny Area Chamber of Commerce provided an update on SummerFest preparations.
2. Scott Sumpter, Bike Iowa, spoke about the proposed e-bike ordinance.
3. Ronald Curtis, Ankeny, spoke about the proposed e-bike ordinance.
4. Carol Morrow, Ankeny, spoke about the proposed e-bike ordinance.
5. Glen McPhail, Ankeny, inquired about painting of lines on streets, the leash law, and speed limit on bike trails.
6. Adam Wolf, Ankeny, spoke about the proposed e-bike ordinance.

APPROVAL OF AGENDA

1. Council Member Perry moved, Hollinrake seconded, to approve and accept the March 16, 2026 agenda without amendment. Ayes: 4.

PUBLIC HEARINGS

1. PH 2026-17. Mayor Bentz announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2026 PCC Pavement Preservation Program – SE Magazine Road Diamond Grinding project. Notice of this hearing was published in the Des Moines Register on the 27th day of February, 2026.

   Mark Mueller, Public Works Director, reported that the project includes the diamond grinding of the street and the sawing, cleaning, and filling of cracks and joints in PCC street pavement on SE Magazine Road from approximately 400 feet east of S Ankeny Boulevard / U.S. Highway 69 to just west of SE Delaware Avenue in the City of Ankeny.

   Mayor Bentz then asked for any public comment regarding the proposed project. Hearing none, Council Member Hollinrake moved, Perry seconded, to close public hearing 2026-17. Ayes: 4. Council Member Davis moved, Hollinrake seconded, to adopt 1) **RESOLUTION 2026-**

095 adopting plans, specifications, form of contract and estimate of cost $290,767.00; 2) receive and file report of bids received March 10, 2026; 3) adopt **RESOLUTION 2026-096** making award of construction contract with Interstate Improvement, Inc. in the amount of $240,435.25 and 4) adopt **RESOLUTION 2026-097** approving contract and bonds with Interstate Improvement, Inc. in the amount of $240,435.25. Ayes: Davis, Hollinrake, Perry, Shafer.

2. PH 2026-18. Mayor Bentz announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Ankeny Blvd Landscaping Improvements – 1st Street to 11th Street project. Notice of this hearing was published in the Des Moines Register on the 27th day of February, 2026.

   Mark Mueller, Public Works Director, reported that the project includes the installation of approximately 450 perennials, 200 ornamental grasses, a fully functional drip irrigation system with electrical service, amended soils, and decorative rock in all four quadrants of North Ankeny Boulevard and 5th Street, 9th Street, and 11th Street. Other associated improvements include temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

   Mayor Bentz then asked for any public comment regarding the proposed project. Hearing none, Council Member Hollinrake moved, Perry seconded, to close public hearing 2026-18. Ayes: Hollinrake, Perry Davis. Nays: Shafer. Council Member Perry moved, Hollinrake seconded, to adopt 1) **RESOLUTION 2026-098** adopting plans, specifications, form of contract and estimate of cost $296,870.00; 2) receive and file report of bids received March 10, 2026; 3) adopt **RESOLUTION 2026-099** making award of construction contract with CLK Lawn Care, LLC in the amount of $111,901.00 and 4) adopt **RESOLUTION 2026-100** approving contract and bonds with CLK Lawn Care, LLC in the amount of $111,901.00. Ayes: Perry, Hollinrake, Davis. Nays: Shafer.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of March 2, 2025, as published.
2. Official council actions of the special meeting of March 6, 2026, as published, subject to correction, as recommended by the City Clerk.
3. Receive and file minutes of the Plan and Zoning Commission meeting of February 17, 2026.

Licenses and Permits

4. Issuance of solid waste collector licenses.
5. Issuance of cigarette, tobacco, vapor, and nicotine permits.
6. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

7. Receive and file Financial Reports for February 2026.
8. Receive and file the Building Permit Report for February 2026.
9. Receive and file the Utility Billing Report for February 2026.
10. Change Order #1 increasing the contract amount by $8,398.83 to Manatt's Inc., for construction services on the SE Creekview Drive Extension (RISE) Project.
11. Payment #11 in the amount of $10,859.29 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.
12. Payment #2 in the amount of $73,050.50 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr project.
13. Payment #12 in the amount of $991,546.75 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Elevated Storage Tank project.
14. Payment #15 in the amount of $8,552.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
15. Payment #11 in the amount of $16,998.75 to Civil Design Advantage for engineering services on the SE Creekview Drive Extension (RISE) project.
16. Payment #1 in the amount of $117,234.38 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Phase 1: Construction Engineering project.
17. Payment #3 in the amount of $46,621.45 to HR Green, Inc., for engineering services on the SE Oralabor Road & SE Four Mile Drive Intersection Improvements project.
18. Payment #4 in the amount of $125,462.54 to Manatt's Inc., for construction services on the SE Creekview Drive Extension (RISE) project.
19. Payment #6 in the amount of $88,380.00 to Veenstra & Kimm, Inc. for engineering services on the Water Tower - Design Services project.
20. March 16, 2026 Accounts Payable by fund: General $389,171; Hotel/Motel Tax $66,324; Road Use Tax $32,129; Friends of Ankeny Library $3,826; Solid waste $114,789; Water $62,152; Sewer $741,059; Storm Water $10,764; Golf Course $38,239; Enterprise Project $1,176,580; Revolving $22,535; Risk Management $38,596; Health Insurance $589; Capital Projects $315,911; Payroll Totals $1,611,018; Transfers/ACH ($239,663); Agenda Payments Approved Separately ($1,478,706); Grand Total $2,905,313.
21. **RESOLUTION 2026-101** authorizing the purchase of two 2025 Ford Police Interceptor Utility AWD for the Police Department in an amount not to exceed $95,154.00.

Community Development Items

22. Grant preliminary approval of First Street Commons Plat 4 Final Plat.
23. **RESOLUTION 2026-102** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and a Public Sanitary Sewer Easement associated with the Innovative Hub Site Plan located at 1010 N. Ankeny Boulevard.

Engineering Items

24. **RESOLUTION 2026-103** accepting a proposal from On Track Construction in the amount of $54,794.00 for the construction of the Replace Damaged Storm Intake 9N 03 project.

Capital Improvement Projects

25. **RESOLUTION 2026-104** accepting a proposal from Smith's Sewer Service, Inc. in the amount of $39,735.21 for the 2026 Winter Televising project.
26. Professional Services Agreement with Snyder & Associates, Inc. for the environmental, traffic, and concept study for the NE 18th Street Bridge over Interstate 35 in an amount not to exceed $933,200.00.
27. Professional Services Agreement with Civil Design Advantage, LLC for the preliminary and final design of the Westlawn Place Area Utility Improvements - Phase 2B project in an amount not to exceed $271,500.00.
28. Professional Services Agreement with McClure Engineering Co. for the preliminary and final design of the SW Oralabor Road Intersection Improvements - Phase 1 project in an amount not to exceed $672,350.00.
29. **RESOLUTION 2026-105** ordering construction on the 2026 Asphalt Street Resurfacing Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/14/26 @ 10:30 A.M. / date of hrg: 4/20/26 @ 5:30 P.M.)
30. Professional Services Agreement with WHKS & Co. for the design engineering services on the SE 3rd Street Area Collection Storm Sewer Improvements - Phase 1 project in an amount not to exceed $188,000.00.

Ordinances

31. **ORDINANCE 2249,** an Ordinance amending Chapter 6 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to City elections, sending it on its final passage and publication as required by law.

APPROVAL OF CONSENT AGENDA

1. Council Member Perry moved, seconded by Hollinrake, to approve the recommendations for Consent Agenda Items CA-1 through CA-31. Ayes: Perry, Hollinrake, Davis, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

32. **Ord 2250.** An Ordinance amending Chapter 132 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Peddler, Solicitor, and Transient Merchants. Council Member Davis moved, Hollinrake seconded, to accept second consideration of ORDINANCE 2250. Ayes: Davis, Hollinrake, Perry, Shafer.
33. **Ord 2251.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Perry moved, Hollinrake seconded, to accept second consideration of ORDINANCE 2251. Ayes: Perry, Hollinrake, Davis, Shafer. Council Member Davis moved, Hollinrake seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third

consideration of ORDINANCE 2251, sending it on its final passage and publication as required by law. Ayes: Davis, Hollinrake, Perry, Shafer.

37. **Ord 2252.** An Ordinance amending Chapter 90 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to ownership of water service pipes. Council Member Hollinrake moved, Davis seconded, to accept first consideration of ORDINANCE 2252. Ayes: Hollinrake, Davis, Shafer. Nays: Perry.
38. **Ord 2253.** An Ordinance amending Chapter 76 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Bicycle and Personal Transportation Devices Regulations. Council Member Hollinrake moved, Davis seconded, to accept first consideration of ORDINANCE 2253. Ayes: Hollinrake, Davis, Perry, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:13 p.m. and was immediately followed by a Council Action Planning Session.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 3/27/26.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Receive and file minutes of the Plan & Zoning Commission meeting of March 3, 2026.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL

ACTION REQUESTED
Motion
Receive and File
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. P&Z Minutes 2026-03-03

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 3, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair Ted Rapp called the March 3, 2026 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Lisa West, Joseph Herst, Phil Tuning and Todd Ripper. Absent: Trina Flack. Staff present: Eric Jensen, Eric Carstens, Ryan Kirschman and Bryan Morrissey.

AMENDMENTS TO THE AGENDA
Motion by L. West to approve and accept the March 3, 2026 agenda without amendments. Second by T. Ripper. All voted aye. Motion carried 6 – 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 February 17, 2026 minutes of the Plan and Zoning Commission meeting.
Item #2. 3106 N. Ankeny Boulevard – Advanced Family Dentistry Commercial Building Site Plan
Motion to approve the Advanced Family Dentistry Commercial Building Site Plan, located at 3106 N. Ankeny Boulevard, subject to approval and recording of Piper Properties Plat 6 and necessary easements.
Item#3 Berwick Estates Plat 3 – Final Plat
Motion to recommend approval of the Berwick Estates Plat 3 Final Plat; and recommend City Council authorization of cost-participation request for modified subbase, 8-inch subdrain, and sidewalk oversizing along NE Berwick Drive in the amount estimated to be $194,465.
Item#4 6110 SE Convenience Boulevard – Corporate Woods Toy Storage Site Plan
Motion to approve the site plan for 6110 SE Convenience Boulevard, Corporate Woods Toy Storage, subject to recordation of the Corporate Woods Toy Storage Final Plat.

Motion by P. Tuning to approve the recommendations for Consent Agenda Items #1 - #4. Second by R. Weisheit. Motion carried 6 - 0.

REPORTS
City Council Meeting
E.Jensen reported on the March 2, 2026 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the Tuesday, March 17, 2026 Plan and Zoning Commission meeting.

Building Permit Reports
E. Jensen shared the February 2026 Monthly Building Permit Report

Commissioner's Reports
There were no reports.

ADJOURNMENT
There being no further business, Chair T. Rapp adjourned the meeting. Meeting adjourned at 6:37 p.m.

Submitted by Eric Carstens, Planning Manager
Plan & Zoning Commission

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Receive and file minutes of the Ankeny Park Board meeting of January 26, 2026.

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED
Motion
Receive and File
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. January 26 2026 Board Meeting Minutes

Ankeny Park Board Meeting
January 26, 2025

Meeting Minutes:

Call to Order: Chairperson Josh Craighead called the Ankeny Park Board meeting to order at 5:35 p.m. Katie Maki was not in attendance; all other board members were present. Nick Lenox represented City of Ankeny staff.

Approval of Minutes: The December meeting minutes were reviewed and approved with a motion from Amber Smith and a second from Craig Robinson.

Special Presentation on 2026 Capital Improvement Program: Staff presented department projects included in the 2026 Capital Improvement Program, outlining planned investments in park development, facility reconstruction, field renovations, and infrastructure improvements. Projects highlighted included Canyon Creek Park, Hawkeye Sports Complex Tennis Court reconstruction, Sunrise Park parking lot improvements, Baseball infield renovations at the Prairie Ridge Sports Complex and Experience Park projects. The presentation concluded with an opportunity for Board questions.

Director's Report: Lenox gave an update on the Heritage Park Stream Restoration project and reviewed recent trends impacting department operations, such as increased participation in senior programming and recreation facility usage, revenue generated from the implementation of convenience fees and participation data showing a mix of resident and nonresident users across programming and membership offerings. Lenox also informed the Board that Park Maintenance Technician Vince Knoot will be retiring in February and thanked him for all of his great work for the City over his 20 year career here.

Chairperson's Comments: Craighead thanked McGrane for the presentation and updates.

Board Member Comments:

- Bradshaw: No report.
- Church: No report.
- Baldwin: No report.
- Hade: Inquired about food truck usage and requests from potential vendors at various city facilities. Lenox informed the Board that they do get periodic requests from mobile food vendors about selling products (primarily at the aquatic centers and sports complex), but with the city and local clubs operating the concession stands and offering similar products, the need is not there. The department does utilize mobile food vendors annually for a handful of special events. Lenox also stated that no mobile food unit may be operating on public property except as part of an approved special event permit issued by the City Clerk's Office, within a City park or facility.

Adjournment: Chad Hade moved meeting adjournment and Craig Robinson provided the second. The meeting was adjourned at 6:27 p.m.

Minutes Reported By: Nick Lenox, Parks & Recreation Director.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Receive and file minutes of the Library Board of Trustee meeting of February 19, 2026.

ORIGINATING DEPARTMENT
Library

COUNCIL GOAL

ACTION REQUESTED
Receive and File
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Library Board Minutes FEB 2026

Ankeny Kirkendall Public Library
BOARD OF TRUSTEES
MEETING MINUTES

Thursday, February 19, 2026
Regular Meeting: 6 p.m.
Location: Library – Council Chambers

Present: John Meyer, Nancy Medema, Fred Schuster, Gene Lucht, Miranda Piepho, Amber Sommerfeld, Heather Stephenson
Staff: Sam Mitchel

Agenda Item	Discussion Points
I. Call to Order	Schuster called meeting to order.
II. Public Comment	
III. Approval of Minutes	January 15, 2026 – Gene wasn't listed as present. Mitchel to correct that in the notes. Medema motioned to approve with these changes. Lucht seconded. Approved by all.
IV. Financial Reports	A. Expenditures a. There have been some maintenance costs incurred this past month due to the time of year. B. Revenues a. Schuster asked how the budget would be determined in the library fines area. Mitchel responded that we look at previous years to estimate what the current or future years could be at. b. Facility budget rental did go down as the church no longer rents space.
V. Director's Report – Sam Mitchel	• Variety of anniversaries – Erin has been here 1 year. Erik Kruse has been here 4 years. • Elevator has been fixed and is functional. • Mitchel presented budget proposal to city council. • Library team participated in city-wide appreciation lunch. • There are 3 new part-time employees at the library.
VI. Department Reports	A. Circulation – Erin Coughlin B. Public Services – Molly Guerra a. Adult Services – Justin Armbruster b. Teen Services – Brena Barton c. Children Services – Kelly Munter, Brittany Burk C. Acquisitions – Evan Anderson
VI. Policy/Procedure Review	Reconsideration Policy: • Schuster questioned if the Policy (clause B) and the Procedure as written contradict each other. • Recommendation would be to add terminology that "…no citizen has the right to prevent another from reading a specific book or using specific materials." And end the clause after that. Remaining words in clause B would be stricken from the record.

Agenda Item	Discussion Points
	• It was also recommended that we move clause B to the Background session. • Meyer motioned to make the aforementioned changes. Medema seconded. Approved by all.
VII. Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
VIII. Friends of the Library (*Update)*	Next Friends meeting will be held on February 20. The plan is to discuss the recent endowment they received.
IX. Old Business	
X. New Business	Schuster shared an update on his connections with the city council. He has invited each member to the library to take a tour and discuss how our library compares with other libraries in the state. It was a good conversation that lasted over an hour. Schuster plans on having discussions with the few remaining council members who haven't yet been able to make it to one of these conversations.
XI. Adjournment	Meyer motioned to adjourn. Lucht seconded. Next meeting: March 19, 2026

Respectfully submitted, Miranda Piepho, Secretary
Approved: 3/19/26

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Receive and file minutes of the Ankeny Economic Development Council meeting of November 1, 2024.

ORIGINATING DEPARTMENT
Economic Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Receive and File
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

No

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. November 2024 Meeting Minutes

Minutes of the Meeting of the Economic Development Council
November 1st, 2024

Ankeny Library - 1250 SW District Drive, Ankeny, Iowa

Members Present: Phyllis Tinker, Andy Moffitt, Ben Digmann, Beth Langner, David Kinsley, Amy Wiederin
Members Absent: Dustin Leo, Corey Morrison
Staff Members Present: Derek Lord, Lindsay Fox

The group approved both the agenda and the minutes from the previous meeting.

Lord shared with the group the purpose and history of the Targeted Industry Incentive Policy. There was a discussion about how other cities handle incentives. Lord walked the group through proposed changes that primarily include the addition of prioritizing new revenue in year one. The group discussed current and potential uses as well as how that has evolved over the years, before approving the proposed changes.

There was a brief presentation followed by a discussion on the current Office Development Incentive Policy. Lord proposed recommendations on changes and updates to the policy that include prioritizing new revenue for the city in year one, aligning with the City Council's priorities. The group discussed these suggested changes. The group agreed with the proposed changes and Lord walked the group through a timeline of approvals.

Lord presented a city-wide update including development updates, culture updates, population updates, and various programming updates.

The group briefly reviewed building reports.

The meeting adjourned at 1:10pm.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the issuance of cigarette, tobacco, vapor product, and alternative nicotine product permits.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," retailers have submitted an application which meets all requirements and is now being presented to the City Council for approval. Copies of license applications are available for review in the Office of the City Clerk.

1. A Plus Store LLC, dba Ankeny Smoke & Vape South, 225 SE Oralabor Rd Ste 1, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products, Device Retailer (Renew), Effective July 1, 2026 through June 30, 2027.
2. Kwik Trip, Inc. dba Kwik Star 1016, 202 SE Oralabor Rd, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
3. Kwik Trip, Inc. dba Kwik Star 1057, 320 NW 36th St, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
4. Kwik Trip, Inc. dba Kwik Star 1707, 6155 SE Delaware Ave, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
5. Fareway Stores, Inc., dba Fareway #61, 3205 N Ankeny Blvd, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
6. Fareway Stores, Inc., dba Fareway #909, 109 SE Oralabor Rd, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
7. Maverick Group, LLC, dba Maverik 5418, 965 SE Corporate Woods Dr, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
8. Maverick Group, LLC, dba Maverik 5233, 3603 NE Otterview Circle, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.

9. Maverick Group, LLC, dba Maverik 5116, 1910 SW White Birch Circle, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
10. Maverick Group, LLC, dba Maverik 5218, 165 SW Magazine Rd, Cigarette, Tobacco, Vapor Product, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Consider motion to approve the issuance of liquor licenses and beer/wine permits.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Motion
LEGAL
Item reviewed by legal counsel.

EXECUTIVE SUMMARY

In accordance with 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. Urban Hospitality LLC d/b/a District 36 Wine Bar & Grille, 1375 SW Vintage Pkwy - Class C Retail Alcohol License (LC) (Renewal) includes Catering and Outdoor Service - Effective April 21, 2026.
2. Hy-Vee Inc., d/b/a Hy-Vee Food Store, 410 N Ankeny Blvd - Class E Retail Alcohol License (LE) (Renewal) - Effective May 1, 2026.
3. City of Ankeny d/b/a Otter Creek Golf Course, 4100 NE Otter Creek Dr.- Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective May 1, 2026.
4. Bamboo Lotus d/b/a Hoang Khao, 1325 SW Oralabor Rd, Ste. 200 - Special Class C Retail Alcohol License (BW) (NEW) - Tentatively Effective May 12, 2026.
5. Great Caterers of Iowa Inc. d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg) - Class C Retail Alcohol License (LC) (5 Day) - Effective April 18, 2026 - PENDING DEPT APPROVALS

CITY MANAGER/STAFF RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #19 in the amount of $230,239.00 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Absolute Concrete - Pymt #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: Oralabor Gateway Trail - SW State Stret Underpass and SW Oralabor Road and SW State Street Intersection Improvements

Contractor: Absolute Concrete Construciton

Address:

Finance Budget Code:	998.3998.4451	**Finance Project #:**	998.4451
Vendor Project #:	4997	**Purchase Order #:**	
Original Contract Date:	March 6, 2023	**Vendor Account #:**	4997

Date of Council Meeting: April 6, 2026 **Payment Application #:** 19

Payment Period: From: August 10, 2025 Through: December 31, 2025

Contract Summary:

Original Contract Amount:	$ 6,369,694.05			
Net Change by Change Orders:	$ 30,537.75			
Contract Amount to Date: (line 1 ± 2)		$ 6,400,231.80		
Total Completed and Stored to Date:	$ 6,380,009.74			
Retainage: 3 % of Completed Work:	$ 30,000.00			
Total Earned Less Retainage:		$ 6,350,009.74		
Less Previous Applications for Payment:		$ 6,119,770.74		
SUBTOTAL:			$	230,239.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**230,239.00**
Balance to Finish, Including Retainage:		$ 50,222.06		
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: Absolute Concrete Construciton (Firm Name)

Logan Petersen — Digitally signed by Logan Petersen Date: 2026.03.27 14:14:53 -05'00' (Signature) — (Date)

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

Tony Babcock — Digitally signed by Tony Babcock DN: C=US, E=tbabcock@hrgreen.com, O="HR Green, Inc.", CN=Tony Babcock Location: Oralabor & State- Ankeny Reason: Pay App 19 Contact Info: tbabcock@hrgreen.com Date: 2026.03.27 13:55:43-05'00' (Signature) — 03/27/2026 (Date)

City of Ankeny Staff Approval:

(Signature) — 3/30/2026 (Date)

Submit to: Jim Haberichter

E-mail: jhaberichter@ankenyiowa.gov Phone Number: 515-963-3536

Date Printed: 3/27/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	$ 340,429.59
2	August 21, 2023	$ 528,180.42
3	October 2, 2023	$ 286,373.28
4	November 6, 2023	$ 68,356.51
5	December 18, 2023	$ 345,787.71
6	April 15, 2024	$ 172,306.25
7	June 17, 2024	$ 525,945.00
8	August 5, 2024	$ 575,007.70
9	September 3, 2024	$ 150,917.00
10	October 7, 2024	$ 538,938.50
11	November 4, 2024	$ 165,149.10
12	December 2, 2024	$ 299,155.54
13	January 6, 2025	$ 812,482.10
14	April 7, 2025	$ 471,770.87
15	May 19, 2025	$ 399,353.48
16	June 16, 2025	$ 169,502.70
17	July 14, 2025	$ 214,194.00
18	August 18, 2025	$ 55,920.99
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 6,119,770.74

Record of Change Orders:

No.	Date	Amount
1	December 18, 2023	$ 11,484.00
2	April 15, 2024	$ 3,456.25
3	August 5, 2024	$ 15,597.50
4		
5		
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7		
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15		

CHANGE ORDER TOTAL = $ 30,537.75

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	June 5, 2023

Stages 1-5

Contract Working Days:	90.0
Added by Change Order:	1.0
Total Working Days:	91.0
Working Days Used to Date:	103.0
Working Days Remaining:	(12.0)

Stages 6-9

Contract Working Days:	130.0
Added by Change Order:	
Total Working Days:	130.0
Working Days Used to Date:	171.0
Working Days Remaining:	(41.0)

Date Printed: 3/27/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	ITEM ID	DESCRIPTION (Include Change Order # if Applicable)	Supplemental Description	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
10	2101-0850001	CLEARING AND GRUBBING		ACRE	0.35		0.35	$ 20,000.00	$ 7,000.00	0.00	$ -	0.00	0.00	$ -	0.35	0.00%
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW		CY	261.00		261.00	$ 9.00	$ 2,349.00	0.00	$ -	235.00	235.00	$ 2,115.00	26.00	90.04%
30	2102-2710090	EXCAVATION, CLASS 10, WASTE		CY	8,124.00	96.00	8,220.00	$ 23.50	$ 193,170.00	0.00	$ -	8220.00	8,220.00	$ 193,170.00	0.00	100.00%
40	2109-8225100	SPECIAL COMPACTION OF SUBGRADE		STA	21.50		21.50	$ 465.00	$ 9,997.50	0.00	$ -	21.50	21.50	$ 9,997.50	0.00	100.00%
50	2115-0100000	MODIFIED SUBBASE		CY	954.00	96.00	1,050.00	$ 78.00	$ 81,900.00	0.00	$ -	2087.00	2,087.00	$ 162,786.00	(1,037.00)	198.76%
60	2121-7425010	GRANULAR SHOULDERS, TYPE A		TON	179.80		179.80	$ 50.00	$ 8,990.00	0.00	$ -	179.80	179.80	$ 8,990.00	0.00	100.00%
70	2122-5190007	PAVED SHOULDER, P.C. CONCRETE, 7 IN.		SY	337.30		337.30	$ 74.00	$ 24,960.20	0.00	$ -	337.30	337.30	$ 24,960.20	0.00	100.00%
80	2123-7450000	SHOULDER CONSTRUCTION, EARTH		STA	13.90		13.90	$ 930.00	$ 12,927.00	0.00	$ -	0.00	0.00	$ -	13.90	0.00%
90	2123-7450020	SHOULDER FINISHING, EARTH		STA	5.20		5.20	$ 325.00	$ 1,690.00	0.00	$ -	0.00	0.00	$ -	5.20	0.00%
100	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.		SY	6,721.50		6,721.50	$ 120.00	$ 806,580.00	0.00	$ -	6721.50	6,721.50	$ 806,580.00	0.00	100.00%
110	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.		SY	885.20		885.20	$ 75.00	$ 66,390.00	0.00	$ -	885.20	885.20	$ 66,390.00	0.00	100.00%
120	2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EACH	8.00		8.00	$ 800.00	$ 6,400.00	0.00	$ -	6.00	6.00	$ 4,800.00	2.00	75.00%
130	2401-6745765	REMOVAL OF LIGHT POLES		EACH	7.00		7.00	$ 610.00	$ 4,270.00	0.00	$ -	6.00	6.00	$ 3,660.00	1.00	85.71%
140	2435-0250300	INTAKE, SW-503		EACH	2.00		2.00	$ 7,300.00	$ 14,600.00	0.00	$ -	2.00	2.00	$ 14,600.00	0.00	100.00%
150	2435-0251100	INTAKE, SW-511		EACH	1.00		1.00	$ 4,425.00	$ 4,425.00	0.00	$ -	1.00	1.00	$ 4,425.00	0.00	100.00%
160	2435-0600120	INTAKE ADJUSTMENT, MAJOR		EACH	1.00		1.00	$ 4,525.00	$ 4,525.00	0.00	$ -	1.00	1.00	$ 4,525.00	0.00	100.00%
170	2435-0700020	CONNECTION TO EXISTING INTAKE		EACH	1.00		1.00	$ 4,375.00	$ 4,375.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
180	2502-6745952	REMOVAL OF SUBDRAIN		LF	1,400.00		1,400.00	$ 5.00	$ 7,000.00	0.00	$ -	1322.00	1,322.00	$ 6,610.00	78.00	94.43%
190	2502-8213208	SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.		LF	1,441.40		1,441.40	$ 34.00	$ 49,007.60	0.00	$ -	1322.70	1,322.70	$ 44,971.80	118.70	91.76%
200	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN		EACH	3.00		3.00	$ 1,775.00	$ 5,325.00	0.00	$ -	1.00	1.00	$ 1,775.00	2.00	33.33%
210	2502-8221305	SUBDRAIN OUTLET, DR-305		EACH	2.00		2.00	$ 475.00	$ 950.00	0.00	$ -	2.00	2.00	$ 950.00	0.00	100.00%
220	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.		LF	26.00		26.00	$ 105.00	$ 2,730.00	0.00	$ -	26.00	26.00	$ 2,730.00	0.00	100.00%
230	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.		LF	16.00		16.00	$ 125.00	$ 2,000.00	0.00	$ -	16.00	16.00	$ 2,000.00	0.00	100.00%
240	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.		LF	5.00		5.00	$ 51.00	$ 255.00	0.00	$ -	0.00	0.00	$ -	5.00	0.00%
250	2507-3250005	ENGINEERING FABRIC		SY	25.00		25.00	$ 11.00	$ 275.00	0.00	$ -	0.00	0.00	$ -	25.00	0.00%
260	2507-6800061	REVETMENT, CLASS E		TON	17.30		17.30	$ 98.00	$ 1,695.40	0.00	$ -	0.00	0.00	$ -	17.30	0.00%
270	2510-6745850	REMOVAL OF PAVEMENT		SY	4,040.70		4,040.70	$ 14.00	$ 56,569.80	0.00	$ -	4040.70	4,040.70	$ 56,569.80	0.00	100.00%
280	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES		EACH	2.00		2.00	$ 1,850.00	$ 3,700.00	0.00	$ -	2.00	2.00	$ 3,700.00	0.00	100.00%
290	2511-6745900	REMOVAL OF SIDEWALK		SY	328.80		328.80	$ 13.00	$ 4,274.40	0.00	$ -	467.80	467.80	$ 6,081.40	(139.00)	142.27%
300	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.		SY	206.40		206.40	$ 59.00	$ 12,177.60	0.00	$ -	293.60	293.60	$ 17,322.40	(87.20)	142.25%
310	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.		SY	16.50		16.50	$ 65.00	$ 1,072.50	0.00	$ -	360.31	360.31	$ 23,420.15	(343.81)	2183.70%
320	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.		SY	91.90		91.90	$ 86.00	$ 7,903.40	0.00	$ -	71.79	71.79	$ 6,173.94	20.11	78.12%
330	2511-7528101	DETECTABLE WARNINGS		SF	155.00		155.00	$ 69.00	$ 10,695.00	0.00	$ -	117.00	117.00	$ 8,073.00	38.00	75.48%
340	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.		SY	315.80		315.80	$ 73.00	$ 23,053.40	0.00	$ -	315.80	315.80	$ 23,053.40	0.00	100.00%
350	2515-6745600	REMOVAL OF PAVED DRIVEWAY		SY	358.10		358.10	$ 13.00	$ 4,655.30	0.00	$ -	358.10	358.10	$ 4,655.30	0.00	100.00%
360	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN		EACH	19.00		19.00	$ 400.00	$ 7,600.00	15.00	$ 6,000.00	1.00	16.00	$ 6,400.00	3.00	84.21%
370	2525-0000100	TRAFFIC SIGNALIZATION		LS	1.00		1.00	$ 575,000.00	$ 575,000.00	0.10	$ 57,500.00	0.90	1.00	$ 575,000.00	0.00	100.00%
380	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION		LS	1.00		1.00	$ 30,000.00	$ 30,000.00	0.00	$ -	1.00	1.00	$ 30,000.00	0.00	100.00%
390	2527-9263005	RAISED PAVEMENT MARKERS		EACH	67.00		67.00	$ 9.50	$ 636.50	67.00	$ 636.50	0.00	67.00	$ 636.50	0.00	100.00%
400	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED		STA	9.51		9.51	$ 55.00	$ 523.05	89.20	$ 4,906.00	0.00	89.20	$ 4,906.00	(79.69)	937.96%
410	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE		STA	117.23		117.23	$ 200.00	$ 23,446.00	120.30	$ 24,060.00	0.00	120.30	$ 24,060.00	(3.07)	102.62%
420	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE		EACH	38.00		38.00	$ 175.00	$ 6,650.00	38.00	$ 6,650.00	0.00	38.00	$ 6,650.00	0.00	100.00%
430	2527-9263180	PAVEMENT MARKINGS REMOVED		STA	52.00		52.00	$ 125.00	$ 6,500.00	52.00	$ 6,500.00	0.00	52.00	$ 6,500.00	0.00	100.00%
440	2527-9263190	SYMBOLS AND LEGENDS REMOVED		EACH	5.00		5.00	$ 175.00	$ 875.00	5.00	$ 875.00	0.00	5.00	$ 875.00	0.00	100.00%
450	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS		STA	117.23		117.23	$ 200.00	$ 23,446.00	120.30	$ 24,060.00	0.00	120.30	$ 24,060.00	(3.07)	102.62%
460	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS		EACH	38.00		38.00	$ 175.00	$ 6,650.00	38.00	$ 6,650.00	0.00	38.00	$ 6,650.00	0.00	100.00%
470	2528-2518000	SAFETY CLOSURE		EACH	5.00		5.00	$ 225.00	$ 1,125.00	0.00	$ -	0.00	0.00	$ -	5.00	0.00%
480	2528-8400256	TEMPORARY TRAFFIC SIGNALS		EACH	1.00		1.00	$ 59,500.00	$ 59,500.00	0.00	$ -	1.00	1.00	$ 59,500.00	0.00	100.00%
490	2528-8445110	TRAFFIC CONTROL		LS	1.00		1.00	$ 39,000.00	$ 39,000.00	0.00	$ -	1.00	1.00	$ 39,000.00	0.00	100.00%
500	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	$ 100.00	$ 2,000.00	0.00	$ -	38.00	38.00	$ 3,800.00	(18.00)	190.00%
510	2533-4980005	MOBILIZATION		LS	1.00		1.00	$ 275,000.00	$ 275,000.00	0.00	$ -	1.00	1.00	$ 275,000.00	0.00	100.00%
520	2601-2634105	MULCHING, BONDED FIBER MATRIX		ACRE	2.50		2.50	$ 4,250.00	$ 10,625.00	0.00	$ -	2.91	2.91	$ 12,367.50	(0.41)	116.40%
530	2601-2636044	SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	$ 2,450.00	$ 2,940.00	0.00	$ -	1.59	1.59	$ 3,895.50	(0.39)	132.50%
540	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	$ 2,300.00	$ 2,760.00	0.00	$ -	1.32	1.32	$ 3,036.00	(0.12)	110.00%
550	2602-0000020	SILT FENCE		LF	1,600.00		1,600.00	$ 1.65	$ 2,640.00	0.00	$ -	0.00	0.00	$ -	1,600.00	0.00%
560	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS		LF	1,600.00		1,600.00	$ 0.05	$ 80.00	0.00	$ -	0.00	0.00	$ -	1,600.00	0.00%
570	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK		LF	160.00		160.00	$ 0.05	$ 8.00	0.00	$ -	0.00	0.00	$ -	160.00	0.00%
580	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.		LF	1,120.00		1,120.00	$ 3.70	$ 4,144.00	0.00	$ -	745.00	745.00	$ 2,756.50	375.00	66.52%
590	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE		LF	1,120.00		1,120.00	$ 0.25	$ 280.00	0.00	$ -	0.00	0.00	$ -	1,120.00	0.00%
600	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	$ 210.00	$ 630.00	0.00	$ -	0.00	0.00	$ -	3.00	0.00%
610	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	$ 5.00	$ 15.00	0.00	$ -	0.00	0.00	$ -	3.00	0.00%
620	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	3.00		3.00	$ 1.00	$ 3.00	0.00	$ -	0.00	0.00	$ -	3.00	0.00%
630	2602-0010010	MOBILIZATIONS, EROSION CONTROL		EACH	10.00		10.00	$ 500.00	$ 5,000.00	0.00	$ -	3.00	3.00	$ 1,500.00	7.00	30.00%
640	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD		CY	1,700.00		1,700.00	$ 12.00	$ 20,400.00	0.00	$ -	704.00	704.00	$ 8,448.00	996.00	41.41%
650	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES		CY	109.00		109.00	$ 50.00	$ 5,450.00	0.00	$ -	109.00	109.00	$ 5,450.00	0.00	100.00%
660	2121-7425010	GRANULAR SHOULDERS, TYPE A		TON	15.80		15.80	$ 52.00	$ 821.60	0.00	$ -	15.80	15.80	$ 821.60	0.00	100.00%
670	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10 IN.		SY	458.20		458.20	$ 180.00	$ 82,476.00	0.00	$ -	418.00	418.00	$ 75,240.00	40.20	91.23%
680	2304-0101000	TEMPORARY PAVEMENT		SY	2,535.60		2,535.60	$ 55.00	$ 139,458.00	0.00	$ -	3821.60	3,821.60	$ 210,188.00	(1,286.00)	150.72%
690	2401-6745650	REMOVAL OF EXISTING STRUCTURES		LS	1.00		1.00	$ 2,300.00	$ 2,300.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
700	2402-0425030	GRANULAR BACKFILL		CY	761.00		761.00	$ 70.00	$ 53,270.00	0.00	$ -	761.00	761.00	$ 53,270.00	0.00	100.00%
710	2402-0425040	FLOODED BACKFILL		CY	135.00		135.00	$ 100.00	$ 13,500.00	0.00	$ -	135.00	135.00	$ 13,500.00	0.00	100.00%
720	2402-0875150	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)		CY	1,723.00		1,723.00	$ 5.00	$ 8,615.00	0.00	$ -	1723.00	1,723.00	$ 8,615.00	0.00	100.00%
730	2402-2720000	EXCAVATION, CLASS 20		CY	3,497.00		3,497.00	$ 25.00	$ 87,425.00	0.00	$ -	3497.00	3,497.00	$ 87,425.00	0.00	100.00%
740	2402-3825025	GRANULAR MATERIAL FOR BLANKET		CY	96.30		96.30	$ 130.00	$ 12,519.00	0.00	$ -	96.30	96.30	$ 12,519.00	0.00	100.00%
750	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)		CY	245.50		245.50	$ 2,100.00	$ 515,550.00	0.00	$ -	245.50	245.50	$ 515,550.00	0.00	100.00%
760	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)		CY	217.00		217.00	$ 2,023.00	$ 438,991.00	0.00	$ -	217.00	217.00	$ 438,991.00	0.00	100.00%
770	2403-7303000	STRUCTURAL CONCRETE COATING		SY	1,254.70		1,254.70	$ 65.00	$ 81,555.50	0.00	$ -	1254.70	1,254.70	$ 81,555.50	0.00	100.00%
780	2404-7775000	REINFORCING STEEL		LB	60,616.00		60,616.00	$ 2.50	$ 151,540.00	0.00	$ -	60616.00	60,616.00	$ 151,540.00	0.00	100.00%
790	2414-6460000	ORNAMENTAL METAL RAILING		LF	801.60		801.60	$ 189.00	$ 151,502.40	246.00	$ 46,494.00	555.60	801.60	$ 151,502.40	0.00	100.00%
800	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.		EACH	1.00		1.00	$ 4,350.00	$ 4,350.00	0.00	$ -	1.00	1.00	$ 4,350.00	0.00	100.00%
810	2416-0100030	APRONS, CONCRETE, 30 IN. DIA.		EACH	1.00		1.00	$ 5,800.00	$ 5,800.00	0.00	$ -	1.00	1.00	$ 5,800.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

820	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.		EACH	2.00		2.00	$ 6,600.00	$ 13,200.00	0.00	$ -	2.00	2.00	$ 13,200.00	0.00	100.00%
830	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.		EACH	3.00		3.00	$ 7,600.00	$ 22,800.00	0.00	$ -	2.00	2.00	$ 15,200.00	1.00	66.67%
840	2435-0251224	INTAKE, SW-512, 24 IN.		EACH	2.00		2.00	$ 3,000.00	$ 6,000.00	0.00	$ -	1.00	1.00	$ 3,000.00	1.00	50.00%
850	2435-0251300	INTAKE, SW-513		EACH	1.00		1.00	$ 9,400.00	$ 9,400.00	0.00	$ -	1.00	1.00	$ 9,400.00	0.00	100.00%
860	2435-0252100	LINEAR TRENCH DRAIN, SW-521		LF	20.00		20.00	$ 195.00	$ 3,900.00	0.00	$ -	20.00	20.00	$ 3,900.00	0.00	100.00%
870	2501-5775000	PILES, STEEL SHEET		SF	14,701.00		14,701.00	$ 50.00	$ 735,050.00	0.00	$ -	14701.00	14,701.00	$ 735,050.00	0.00	100.00%
880	2501-8400172	TEMPORARY SHORING		LS	1.00		1.00	$ 20,000.00	$ 20,000.00	0.00	$ -	1.00	1.00	$ 20,000.00	0.00	100.00%
890	2502-8213208	SUBDRAIN, PVC, STANDARD, PERFORATED, 8 IN.		LF	1,074.80		1,074.80	$ 34.00	$ 36,543.20	0.00	$ -	130.00	130.00	$ 4,420.00	944.80	12.10%
900	2502-8221008	SUBDRAIN RISER, 8 IN., AS PER PLAN		EACH	4.00		4.00	$ 1,800.00	$ 7,200.00	0.00	$ -	1.00	1.00	$ 1,800.00	3.00	25.00%
910	2502-8221303	SUBDRAIN OUTLET, DR-303		EACH	2.00		2.00	$ 725.00	$ 1,450.00	0.00	$ -	0.00	0.00	$ -	2.00	0.00%
920	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.		LF	381.00	168.00	549.00	$ 90.00	$ 49,410.00	0.00	$ -	543.00	543.00	$ 48,870.00	6.00	98.91%
930	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.		LF	317.00		317.00	$ 100.00	$ 31,700.00	0.00	$ -	317.00	317.00	$ 31,700.00	0.00	100.00%
940	2503-0114230	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.		LF	353.00	(81.50)	271.50	$ 140.00	$ 38,010.00	0.00	$ -	271.50	271.50	$ 38,010.00	0.00	100.00%
950	2507-3250005	ENGINEERING FABRIC		SY	55.00		55.00	$ 31.50	$ 1,732.50	0.00	$ -	0.00	0.00	$ -	55.00	0.00%
960	2507-6800061	REVETMENT, CLASS E		TON	38.30		38.30	$ 98.00	$ 3,753.40	0.00	$ -	0.00	0.00	$ -	38.30	0.00%
970	2510-6745850	REMOVAL OF PAVEMENT		SY	2,607.70		2,607.70	$ 14.00	$ 36,507.80	0.00	$ -	2983.80	2,983.80	$ 41,773.20	(376.10)	114.42%
980	2511-0300000	REMOVAL OF RECREATIONAL TRAIL		SY	873.70		873.70	$ 13.00	$ 11,358.10	0.00	$ -	469.40	469.40	$ 6,102.20	404.30	53.73%
1000	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	Reinforced	SY	990.90		990.90	$ 71.00	$ 70,353.90	0.00	$ -	990.90	990.90	$ 70,353.90	0.00	100.00%
1010	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL		STA	10.20		10.20	$ 475.00	$ 4,845.00	0.00	$ -	0.00	0.00	$ -	10.20	0.00%
1020	2511-6745900	REMOVAL OF SIDEWALK		SY	524.70		524.70	$ 13.00	$ 6,821.10	0.00	$ -	95.90	95.90	$ 1,246.70	428.80	18.28%
1030	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.		SY	700.40		700.40	$ 61.00	$ 42,724.40	0.00	$ -	404.80	404.80	$ 24,692.80	295.60	57.80%
1040	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.		SY	98.50		98.50	$ 86.00	$ 8,471.00	0.00	$ -	0.00	0.00	$ -	98.50	0.00%
1050	2523-0000200	ELECTRICAL CIRCUITS		LF	1,250.00		1,250.00	$ 24.25	$ 30,312.50	1,250.00	$ 30,312.50	0.00	1,250.00	$ 30,312.50	0.00	100.00%
1060	2523-0000310	HANDHOLES AND JUNCTION BOXES		EACH	1.00		1.00	$ 825.00	$ 825.00	1.00	$ 825.00	0.00	1.00	$ 825.00	0.00	100.00%
1070	2523-0000400	CONTROL CABINET		EACH	1.00		1.00	$ 9,645.00	$ 9,645.00	1.00	$ 9,645.00	0.00	1.00	$ 9,645.00	0.00	100.00%
1080	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS		STA	104.73		104.73	$ 150.00	$ 15,709.50	0.00	$ -	90.55	90.55	$ 13,582.50	14.18	86.46%
1090	2528-2518000	SAFETY CLOSURE		EACH	7.00		7.00	$ 225.00	$ 1,575.00	5.00	$ 1,125.00	0.00	5.00	$ 1,125.00	2.00	71.43%
1100	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE		LF	525.00		525.00	$ 18.00	$ 9,450.00	0.00	$ -	525.00	525.00	$ 9,450.00	0.00	100.00%
1110	2528-8445110	TRAFFIC CONTROL		LS	1.00		1.00	$ 40,000.00	$ 40,000.00	0.10	$ 4,000.00	0.90	1.00	$ 40,000.00	0.00	100.00%
1120	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM		LF	1,077.00		1,077.00	$ 17.50	$ 18,847.50	0.00	$ -	1028.00	1,028.00	$ 17,990.00	49.00	95.45%
1130	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	$ 100.00	$ 2,000.00	0.00	$ -	28.00	28.00	$ 2,800.00	(8.00)	140.00%
1140	2533-4980005	MOBILIZATION		LS	1.00		1.00	$ 275,000.00	$ 275,000.00	0.00	$ -	1.00	1.00	$ 275,000.00	0.00	100.00%
1150	2551-0000110	TEMP CRASH CUSHION		EACH	2.00		2.00	$ 1,200.00	$ 2,400.00	0.00	$ -	2.00	2.00	$ 2,400.00	0.00	100.00%
1160	2552-0000300	TRENCH COMPACTION TESTING		LS	1.00		1.00	$ 5,000.00	$ 5,000.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
1170	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	Restrained Joint	LF	83.00		83.00	$ 114.00	$ 9,462.00	0.00	$ -	83.00	83.00	$ 9,462.00	0.00	100.00%
1180	2554-0114024	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 24 IN.	Push-on Joint	LF	105.00		105.00	$ 285.00	$ 29,925.00	0.00	$ -	105.00	105.00	$ 29,925.00	0.00	100.00%
1190	2554-0114024	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 24 IN.	Restrained Joint	LF	400.00		400.00	$ 380.00	$ 152,000.00	0.00	$ -	400.00	400.00	$ 152,000.00	0.00	100.00%
1200	2554-0144012	WATER MAIN WITH CASING PIPE, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.		LF	120.00		120.00	$ 1,400.00	$ 168,000.00	0.00	$ -	120.00	120.00	$ 168,000.00	0.00	100.00%
1210	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Bend, 12 DI MJ	EACH	2.00		2.00	$ 1,685.00	$ 3,370.00	0.00	$ -	2.00	2.00	$ 3,370.00	0.00	100.00%
1220	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Plug, 12 DI MJ	EACH	1.00		1.00	$ 1,250.00	$ 1,250.00	0.00	$ -	1.00	1.00	$ 1,250.00	0.00	100.00%
1230	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Plug, 24, DI MJ	EACH	2.00		2.00	$ 3,575.00	$ 7,150.00	0.00	$ -	2.00	2.00	$ 7,150.00	0.00	100.00%
1240	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Sleeve, 12 DI MJ	EACH	2.00		2.00	$ 1,555.00	$ 3,110.00	0.00	$ -	2.00	2.00	$ 3,110.00	0.00	100.00%
1250	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Tee, 12x12 DI MJ	EACH	1.00		1.00	$ 2,400.00	$ 2,400.00	0.00	$ -	1.00	1.00	$ 2,400.00	0.00	100.00%
1260	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON,	Tee, 24x12 DI MJ	EACH	2.00		2.00	$ 8,125.00	$ 16,250.00	0.00	$ -	2.00	2.00	$ 16,250.00	0.00	100.00%
1270	2554-0207012	VALVE, GATE, DIP, 12 IN.		EACH	2.00		2.00	$ 6,350.00	$ 12,700.00	0.00	$ -	2.00	2.00	$ 12,700.00	0.00	100.00%
1280	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201		EACH	2.00		2.00	$ 8,950.00	$ 17,900.00	0.00	$ -	2.00	2.00	$ 17,900.00	0.00	100.00%
1290	2599-9999005	('EACH' ITEM)	Install New F1 Light Fixture	EACH	10.00		10.00	$ 655.00	$ 6,550.00	0.00	$ -	0.00	0.00	$ -	10.00	0.00%
1300	2599-9999005	('EACH' ITEM)	Install New F2 Light Fixture	EACH	5.00		5.00	$ 625.00	$ 3,125.00	0.00	$ -	0.00	0.00	$ -	5.00	0.00%
1310	2599-9999009	('LINEAR FEET' ITEM)	Water Main Abandonment, Cut Casing, Remove Carrier Pipe and Fill and Plug 20 Casing	LF	160.00		160.00	$ 62.00	$ 9,920.00	0.00	$ -	160.00	160.00	$ 9,920.00	0.00	100.00%
1320	2599-9999009	('LINEAR FEET' ITEM)	Water Main Abandonment, Remove Existing 12 Carrier Pipe	LF	41.00		41.00	$ 40.00	$ 1,640.00	0.00	$ -	41.00	41.00	$ 1,640.00	0.00	100.00%
1330	2599-9999018	('SQUARE YARDS' ITEM)	Anti-Graffiti Coating	SY	1,254.70		1,254.70	$ 24.00	$ 30,112.80	0.00	$ -	1254.70	1,254.70	$ 30,112.80	0.00	100.00%
1340	2601-2634105	MULCHING, BONDED FIBER MATRIX		ACRE	2.50		2.50	$ 4,250.00	$ 10,625.00	0.00	$ -	0.00	0.00	$ -	2.50	0.00%
1350	2601-2636044	SEEDING AND FERTILIZING (URBAN)		ACRE	1.30		1.30	$ 2,450.00	$ 3,185.00	0.00	$ -	0.00	0.00	$ -	1.30	0.00%
1360	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)		ACRE	1.30		1.30	$ 2,300.00	$ 2,990.00	0.00	$ -	0.00	0.00	$ -	1.30	0.00%
1370	2602-0000030	SILT FENCE FOR DITCH CHECKS		LF	437.00		437.00	$ 2.45	$ 1,070.65	0.00	$ -	0.00	0.00	$ -	437.00	0.00%
1380	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS		LF	437.00		437.00	$ 0.05	$ 21.85	0.00	$ -	0.00	0.00	$ -	437.00	0.00%
1390	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK		LF	44.00		44.00	$ 0.05	$ 2.20	0.00	$ -	0.00	0.00	$ -	44.00	0.00%
1400	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.		LF	770.00		770.00	$ 3.70	$ 2,849.00	0.00	$ -	120.00	120.00	$ 444.00	650.00	15.58%
1410	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE		LF	770.00		770.00	$ 0.25	$ 192.50	0.00	$ -	0.00	0.00	$ -	770.00	0.00%
1420	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG		EACH	4.00		4.00	$ 210.00	$ 840.00	0.00	$ -	0.00	0.00	$ -	4.00	0.00%
1430	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	4.00		4.00	$ 5.00	$ 20.00	0.00	$ -	0.00	0.00	$ -	4.00	0.00%
1440	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG		EACH	4.00		4.00	$ 1.00	$ 4.00	0.00	$ -	0.00	0.00	$ -	4.00	0.00%
1450	2602-0010010	MOBILIZATIONS, EROSION CONTROL		EACH	8.00		8.00	$ 500.00	$ 4,000.00	0.00	$ -	1.00	1.00	$ 500.00	7.00	12.50%
8001	2113-0001100	CO 01 - SUBGRADE STABILIZATION, POLYMER GRID		SY	0.00	290.00	290.00	$ 6.00	$ 1,740.00		$ -	290.00	290.00	$ 1,740.00	0.00	100.00%
8002	6100-2301010	(EW0) PCC COLD WEATHER PROTECTION		SY	0.00	1,082.50	1,082.50	$ 2.50	$ 2,706.25		$ -	1082.50	1,082.50	$ 2,706.25	0.00	100.00%
8003	2554-0212030	VALVE BOX REPLACEMENT		EACH	0.00	1.00	1.00	$ 750.00	$ 750.00		$ -	1.00	1.00	$ 750.00	0.00	100.00%
8004	2599-9999005	LOCATION OF UTILITIES		EACH	0.00	1.00	1.00	$ 7,387.50	$ 7,387.50		$ -	1.00	1.00	$ 7,387.50	0.00	100.00%
8005	2599-9999005	MODIFICATION OF STORM SEWER STRUCTURES		EACH	0.00	3.00	3.00	$ 1,500.00	$ 4,500.00	0.00	$ -	2.00	2.00	$ 3,000.00	1.00	66.67%
							0.00		$ -		$ -	0.00	0.00	$ -	0.00	0.00%
							0.00		$ -		$ -	0.00	0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $ 6,400,231.80 PAY PERIOD = $ 230,239.00 COMPLETED = $ 6,380,009.74 99.68%

Date printed: 3/27/2026

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #3 in the amount of $40,243.50 to Bolton & Menk, Inc., for engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr - Concept Study project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bolton & Menk - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW 18th St Reconstruction - NW State St to NW Ash Dr		
Contractor:	Bolton & Menk, Inc.		
Address:	1960 Premier Drive, Mankato, MN 56001		
Finance Budget Code:	883.3883.4210	**Finance Project #:**	883.4210
Vendor Project #:		**Purchase Order #:**	NA
Original Contract Date:	December 1, 2025	**Vendor Account #:**	9283

Date of Council Meeting: April 6, 2026 **Payment Application #:** 3

Payment Period: From: January 17, 2026 Through: February 13, 2026

Contract Summary:

Original Contract Amount:	$ 658,632.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 658,632.00		
Total Completed and Stored to Date:	$ 176,542.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 176,542.00		
Less Previous Applications for Payment:		$ 136,298.50		
SUBTOTAL:			$	40,243.50
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**40,243.50**
Balance to Finish, Including Retainage:		$ 482,090.00		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.
Firm Name

Zach Parsons March 4, 2026
Signature Date

City of Ankeny Staff Approval:

3/9/2026
Signature Date

Submit to: Matthew Grgurich, Civil Engineer II
E-mail: MGrgurich@ankenyiowa.gov Phone Number: 515-963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	February 2, 2026	$ 63,248.00
2	March 16, 2026	$ 73,050.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 136,298.50

Record of Change Orders:

No.	Date	Amount
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14		
15		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

BOLTON & MENK
Real People. Real Solutions.

NW 18th St Reconstruction
Monthly Progress Report

Date: March 4, 2026
To: Matt Grgurich
From: Zach Parsons

Billing Range: through 2/13/26
Invoice No.: 0388964
BMI Project No. 25X.141733

Work Completed Last Period

Wetland Delineation Report, Preliminary Design

Upcoming Major Work Items

Preliminary Design

Value Added / Potential Scope-Schedule Changes

Budget Status/Percent Complete

	Task Number and Description	Budget Amount	Billed This Period	Billed Prior	Total Billed to Date	Budget Remaining	% of Budget Complete (Billed)	Estimated % of Work Complete
1	Project Management	$ 21,360.00	$ 97.50	$ 961.00	$ 1,058.50	$ 20,301.50	5.0%	9%
2	Project Coordination, Meetings, Utility Coordination, & Public Involvement	$ 44,168.00	$ -	$ 1,012.00	$ 1,012.00	$ 43,156.00	2.3%	5%
3	Traffic Analysis	$ 5,507.00	$ -	$ 6,186.00	$ 6,186.00	$ (679.00)	112.3%	100%
4	Property Acquisition	$ 73,434.00	$ -	$ -	$ -	$ 73,434.00	0.0%	0%
5	Geotechnical Services	$ 9,500.00	$ -	$ -	$ -	$ 9,500.00	0.0%	0%
6	Utility Potholing	$ 29,078.00	$ -	$ -	$ -	$ 29,078.00	0.0%	0%
7	Aquatic Resource Delineation	$ 9,699.00	$ 71.00	$ 3,250.00	$ 3,321.00	$ 6,378.00	34.2%	65%
8	Preliminary Design	$ 235,439.00	$ 40,075.00	$ 124,889.50	$ 164,964.50	$ 70,474.50	70.1%	70%
9	Final Design	$ 226,087.00	$ -	$ -	$ -	$ 226,087.00	0.0%	0%
10	Bidding Phase Services	$ 4,360.00	$ -	$ -	$ -	$ 4,360.00	0.0%	0%
TOTAL		**$ 658,632.00**	**$ 40,243.50**	**$ 136,298.50**	**$ 176,542.00**	**$ 482,090.00**	**26.8%**	**27%**

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 612-597-6136 or email at Zach.Parsons@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Zach Parsons, PE
Principal Transportation Project Manager

BOLTON & MENK
Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny
MGrgurich@Ankenylowa.gov
Matt Grgurich, Civil Engineer II
Ankeny, IA 50023

February 27, 2026
Project No: 25X.141733.000
Invoice No: 0388964
Client Account: ANKENY_CI_IA

Ankeny/NW 18th Street Recon Final Design

Project Management (0000001)
Professional Services

	Hours	Amount	
Principal	.50	97.50	
Totals	.50	97.50	
Total Labor			**97.50**
		Total this Task	**$97.50**

Aquatic Resource Delineation (0000007)
Professional Services

	Hours	Amount	
Specialist	.50	71.00	
Totals	.50	71.00	
Total Labor			**71.00**
		Total this Task	**$71.00**

Preliminary Design (0000008)
Professional Services

	Hours	Amount	
Principal	4.00	790.50	
Project Manager	20.00	3,480.00	
Senior Project Engineer	69.00	13,814.00	
Graduate Engineer	74.00	10,582.00	
Project Engineer	56.00	9,632.00	
Licensed Project Surveyor	8.50	1,776.50	
Totals	231.50	40,075.00	
Total Labor			**40,075.00**
		Total this Task	**$40,075.00**
		Total this Invoice	**$40,243.50**

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

Billings to Date

	Current	Prior	Total
Labor	40,243.50	136,298.50	176,542.00
Totals	**40,243.50**	**136,298.50**	**176,542.00**

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #1 in the amount of $7,410.00 to Confluence for engineering services on the Canyon Creek Park construction project.

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	CANYON CREEK PARK		
Contractor:	CONFLUENCE		
Address:	525 17TH Street, Des Moines, IA 50309		
Finance Budget Code:	11 Digit Number	**Finance Project #:**	973.4210
Vendor Project #:	973.2973.4210	**Purchase Order #:**	
Original Contract Date:	January 20, 2026	**Vendor Account #:**	

Date of Council Meeting: April 6, 2026 **Payment Application #:** 1

Payment Period: From: January 20, 2026 Through: February 20, 2026

Contract Summary:

Original Contract Amount:	$ 88,500.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 88,500.00		
Total Completed and Stored to Date:	$ 7,410.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 7,410.00		
Less Previous Applications for Payment:		$ -		
SUBTOTAL:			$	7,410.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**7,410.00**
Balance to Finish, Including Retainage:		$ 81,090.00		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: CONFLUENCE
Firm Name

Signature Date

Engineer / Consultant Approval: Confluence
Firm Name

Roger J. Silver 03-13-26
Signature Date

City of Ankeny Staff Approval:

Signature 3/13/26
Date

Submit to: Nick Lenox
E-mail: nlenox@ankenyiowa.gov Phone Number: 515.963.3576

Date Printed: 3/13/2026

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

City of Ankeny, IA
Nick Lenox
Parks Department
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Invoice number 34015
Date 02/24/2026

Project **25395 Canyon Creek Park**

Professional Services through February 20, 2026

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Preliminary Design						
Confluence		25,700.00	16.38	0.00	4,210.00	4,210.00
CDA		12,000.00	20.00	0.00	2,400.00	2,400.00
	Subtotal	37,700.00	17.53	0.00	6,610.00	6,610.00
Task 2 - Final Design						
Confluence		20,000.00	0.00	0.00	0.00	0.00
CDA		11,800.00	6.78	0.00	800.00	800.00
	Subtotal	31,800.00	2.52	0.00	800.00	800.00
Task 3 - Bid Period						
Confluence		2,300.00	0.00	0.00	0.00	0.00
CDA		1,500.00	0.00	0.00	0.00	0.00
	Subtotal	3,800.00	0.00	0.00	0.00	0.00
Task 4 - Construction Administration						
Confluence		3,000.00	0.00	0.00	0.00	0.00
CDA		12,200.00	0.00	0.00	0.00	0.00
	Subtotal	15,200.00	0.00	0.00	0.00	0.00
	Total	88,500.00	8.37	0.00	7,410.00	7,410.00

Invoice total **7,410.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
34015	02/24/2026	7,410.00	7,410.00				
	Total	7,410.00	7,410.00	0.00	0.00	0.00	0.00

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #21 in the amount of $16,887.50 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements — Phase 2 project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Foth - Pymt #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	West First Street Improvements and Improvements - Phase 2		
Contractor:	Foth Infrastructure & Environment, LLC		
Address:	PO Box 8418, Carol Stream, IL 60197-8418		
Finance Budget Code:	971.3971.4210	**Finance Project #:**	971.4210
Vendor Project #:	0024A002.00	**Purchase Order #:**	N/A
Original Contract Date:	April 15, 2024	**Vendor Account #:**	2078

Date of Council Meeting: April 6, 2026 **Payment Application #:** 21

Payment Period: From: February 1, 2026 Through: February 28, 2026

Contract Summary:

Original Contract Amount:	$ 746,690.00			
Net Change by Change Orders:	$ 507,980.00			
Contract Amount to Date: (line 1 ± 2)		$ 1,254,670.00		
Total Completed and Stored to Date:	$ 1,215,164.35			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 1,215,164.35		
Less Previous Applications for Payment:		$ 1,198,276.85		
SUBTOTAL:			$	16,887.50
OTHER CHARGES:			$	-
		1		
CURRENT PAYMENT DUE:			**$**	**16,887.50**
Balance to Finish, Including Retainage:		$ 39,505.65		

Contract Time Remaining (Substantial): - Working Days

Contract Time Remaining (Full): - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC

Firm Name

Brad Hopkey Digitally signed by Brad Hopkey DN: CN=Brad Hopkey, OU=Active User Accounts, OU=Members, DC=foth, DC=com Reason: I am approving this document Date: 2026.03.11 10:34:28-05'00' March 11, 2026

Signature Date

City of Ankeny Staff Approval:

Signature 3/26/2026

Date

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

E-mail: JHaberichter@Ankenylowa.gov Phone Number: 515-963-3536

Date Printed: 3/11/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 17, 2024	$ 51,003.36
2	August 5, 2024	$ 84,823.16
3	September 3, 2024	$ 37,528.40
4	October 7, 2024	$ 94,076.12
5	December 2, 2024	$ 88,846.88
6	February 3, 2025	$ 30,131.30
7	February 17, 2025	$ 62,112.50
8	March 3, 2025	$ 62,164.68
9	April 7, 2025	$ 69,389.10
10	April 21, 2025	$ 26,635.00
11	July 7, 2025	$ 90,612.60
12	July 21, 2025	$ 19,242.40
13	August 4, 2025	$ 96,672.40
14	September 15, 2025	$ 88,423.40
15	October 6, 2025	$ 135,909.55
16	November 3, 2025	$ 55,315.49
17	December 1, 2025	$ 31,336.05
18	January 20, 2026	$ 33,443.30
19	February 2, 2026	$ 13,077.79
20	March 2, 2026	$ 27,533.37
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 1,198,276.85

Record of Change Orders:

No.	Date	Amount
1	May 19, 2025	$ 507,980.00
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4		
5		
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10		

CHANGE ORDER TOTAL = $ 507,980.00

	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**

Date Printed: 3/11/2026

Invoice



REMIT TO: Foth Infrastructure & Environment, LLC
P.O. Box 8418
Carol Stream, IL 60197-8418

Note: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

March 06, 2026
Project No: 0024A002.00
Invoice No: 102690

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

Invoice Total USD 16,887.50

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

Professional Services through February 28, 2026

Professional Personnel

	Hours	Rate	Amount	
Engineer/Planner/Scientist VIII	38.50	228.00	8,778.00	
Engineer/Planner/Scientist IV	18.00	168.00	3,024.00	
Engineer/Planner/Scientist III	12.00	153.00	1,836.00	
Technician/Designer IV	14.00	131.00	1,834.00	
Technician/Designer III	.50	118.00	59.00	
Surveyor/Construction Manager III	5.50	193.00	1,061.50	
Project Administrator V	2.00	110.00	220.00	
Totals	90.50		16,812.50	
Total Labor				**16,812.50**

Expenses **75.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	16,887.50	1,198,276.85	1,215,164.35	
Limit			1,254,670.00	
Remaining			39,505.65	
		Total This Invoice		**USD 16,887.50**

Outstanding Invoices

Number	Date	Balance
102444	2/20/2026	27,533.37
Total		**27,533.37**

Summary of Services Report - Project Code: 971.4210

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

Period: February 1, 2026 to February 28, 2026

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

- Project coordination and project management.
- Utility coordination continues.
- Completed project file setup for construction services
- Finalized scope and fee for construction services agreement.

Work Scheduled:
The following tasks will be completed in March of 2026:

- Transition to construction services agreement contract.
- Continue coordination with utility companies.
- Pre-construction meeting.
- Review of construction submittals.
- Plan revisions for water main.

Submittal Schedule:
The following dates are according to the original project contract:

Scoping Meeting with City Personnel	January 26, 2024
Professional Services Agreement Approved	April 15, 2024
Design Survey and Mapping	April 2024 – May 2024
Stormwater Analysis	May 2024 – June 2024
Traffic Study	May 2024 – June 2024
Functional Design	June 2024 – August 2024
Preliminary Design	September 2024 – December 2024
ROW Negotiations	April 2025 – August 2025
Final Design	May 2025 – August 2025
Construction Services Agreement Approved	March 2, 2026

General Comments:

- Executed Amendment 1 received on May 20, 2025.
- Letting date moved from November to December.
- Check plans submitted to DOT on August 5, 2025.
- Final plans will be submitted to DOT on September 16, 2025.
- Letting moved to January due to condemnation in December.
-

8191 Birchwood Court, Suite L • Johnston, IA 50131 • (515) 254-1393 • Fax: (515) 254-1642

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #4 in the amount of $27,313.20 to HDR Engineering, Inc., for engineering services on the NW State Street Corridor Improvements Study: W 1st Street to NW 18th Street project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. HDR - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW State Street Corridor Improvements Study: W 1st St to NW 18th St		
Contractor:	HDR Engineering, Inc.		
Address:	PO Box 74008202 Chicago, IL 60674-8202		
Finance Budget Code:	260.3265.4210	**Finance Project #:**	265.4210
Vendor Project #:	10448730	**Purchase Order #:**	
Original Contract Date:	November 3, 2025	**Vendor Account #:**	3452

Date of Council Meeting: April 6, 2026 **Payment Application #:** 4

Payment Period: From: January 25, 2026 Through: February 21, 2026

Contract Summary:

Original Contract Amount:	$ 142,023.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 142,023.00		
Total Completed and Stored to Date:	$ 53,387.37			
Retainage: ____ % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 53,387.37		
Less Previous Applications for Payment:		$ 26,074.17		
SUBTOTAL:			$	27,313.20
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**27,313.20**
Balance to Finish, Including Retainage:		$ 88,635.63		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HDR Engineering, Inc.

Firm Name

Dan Cook 03/02/2026

Signature Date

Dan Cook (03/02/2026 16:21:13 CST)

City of Ankeny Staff Approval:

Adam Lust

Signature Date

Submit to: Adam Lust, Public Works Engineering Manager

E-mail: ALust@Ankenylowa.gov Phone Number: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	January 5, 2026	$ 6,302.68
2	February 2, 2026	$ 8,602.24
3	March 2, 2026	$ 11,169.25
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 26,074.17

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Progress Report: #4 Date: March 5, 2026

Project Description: NW State St Corridor Improvements: W 1st St to NW 18th St HDR Project No.: 10448730

Consultant Name: HDR

Period: January 25, 2026 through February 21, 2026

Work Completed This Period:

Task 1 – Project Management

- Staff management, invoicing and project reporting

Task 3 – Pavement Analysis

- Conducted visual pavement condition survey
- Prepared and submitted the Draft Pavement Evaluation Report to the City

Task 4 – Traffic Analysis

- Met with the City on February 12 to discuss the initial alternatives. Coming out of this meeting, two refined alternatives were selected for further evaluation.
- Began developing Opening Year (2032) and Design Year (2050) build volumes for the refined alternatives and began performing operational and safety analyses.

Task 5 – Conceptual Design

- Developed typical sections and plan visuals for meeting with City.

Work to be Completed Next 30 Days:

Task 1 – Project Management

- Staff management, invoicing and project reporting

Task 3 – Pavement Analysis

- HDR will review comments provided by the City (feedback to be provided by March 9) and will provide a Final Pavement Evaluation Report by March 20.

Task 4 – Traffic Analysis

- HDR will finish performing operational and safety analyses for the two refined alternatives
- HDR will meet with the City on March 12 to discuss the operational and safety results of the two refined alternatives. One preferred alternative will be selected as an outcome of this meeting for further evaluation
- Prepare visuals to aid in conversation at the March 12 meeting with the City
- HDR will begin performing operational and safety analyses for the preferred alternative as well as beginning the speed limit evaluation for the preferred alternative

Problems and Recommended Solutions:

NOTE: No problems during the previous period.

Project Manager: Dan Cook

Invoice

HDR Engineering, Inc.
1917 S 67th Street
Omaha, NE 68106
(402)399-1000

City of Ankeny
410 West 1st Street
Ankeny, IA 50023
Attn: Adam Lust

Invoice No.	**1200805503**	
Invoice Date	**3/2/2026**	
Month Ending	**2/21/2026**	
Project No.	**10448730**	**$27,313.20**

Professional engineering services to the City of Ankeny NW State Street Corridor Improvements Study: West 1st Street to NW 18th Street

January 25, 2026 through February 21, 2026

Labor Costs:

Description	Title	Hours
M. Forsberg	Sr. Traffic Engineer	3.00
T. Theulen	Sr. Roadway Engineer	12.00
D. Cook	Project Manager	25.25
M. Moore	Sr Trans Planner	1.00
B. Hallmark	Traffic Engineer	5.50
M. Buckmaster	Transportation Planner	7.50
R. Hanson	Sr Aviation Engineer	28.00
S. Leeper	Aviation Engineer	14.00
B. Shea	Transportation Engineer	2.00
T. McKinley	Accounting	0.50
Total Labor Hours:		98.75

Total Labor Dollars: $20,721.34

Direct Expenses

Travel	$61.86	
Braun Intertec	$6,530.00	
	$6,591.86	$6,591.86

Contract Fee: $142,023.00
Billed to Date $53,387.37

Please send remittance with copy of invoice to:
P.O. Box 74008202
Chicago, IL 60674-8202

Amount Due This Invoice **$27,313.20**

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #12 in the amount of $17,142.87 to Olsson, Inc., for engineering services on the SW Oralabor Road and SW Irvinedale Drive Intersection Improvements project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Olsson - Pymt #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	SW Oralabor Road & SW Irvinedale Drive Intersection Improvements		
Contractor:	Olsson, Inc.		
Address:	PO Box 84608, Lincoln, NE 68501-4608		
Finance Budget Code:	891.3891.4210	**Finance Project #:**	891.4210
Vendor Project #:	025-00225	**Purchase Order #:**	N/A
Original Contract Date:	February 17, 2025	**Vendor Account #:**	10076

Date of Council Meeting: April 6, 2026 **Payment Application #:** 12

Payment Period: From: February 8, 2026 Through: March 14, 2026

Contract Summary:

Original Contract Amount:	$ 238,434.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 238,434.00		
Total Completed and Stored to Date:	$ 206,301.71			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 206,301.71		
Less Previous Applications for Payment:		$ 189,158.84		
SUBTOTAL:			$	17,142.87
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**17,142.87**
Balance to Finish, Including Retainage:		$ 32,132.29		

Contract Time Remaining (Substantial):	(120.0)	Working Days
Contract Time Remaining (Full):	(120.0)	Working Days

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

Construction Contractor Approval: N/A
Firm Name

Signature Date

Engineer / Consultant Approval: Olsson, Inc.
Firm Name

Signature March 20, 2026
Date

City of Ankeny Staff Approval:

Leslie Hart 3/20/26
Signature Date

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

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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 7, 2025	$ 6,406.71
2	May 5, 2025	$ 19,321.58
3	June 16, 2025	$ 16,131.63
4	July 7, 2025	$ 31,582.15
5	July 21, 2025	$ 41,679.49
6	August 18, 2025	$ 12,954.08
7	October 6, 2025	$ 23,052.66
8	November 3,2025	$ 25,361.70
9	December 3, 2025	$ 1,675.98
10	January 5, 2026	$ 257.70
11	March 2, 2026	$ 10,735.16
12	April 6, 2026	
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 189,158.84

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	280.0
Working Days Remaining:	(120.0)

Full Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	280.0
Working Days Remaining:	(120.0)

Date Printed: 3/24/2026

MONTHLY PROGRESS REPORT

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

Work Period: 2/8/2026 – 3/14/2026

Summary of Work Completed This Period:

- Prepared and submitted previous work period invoice and progress report
- Draft report comments revisions finished
- Preliminary concept alternative 5B design, traffic forecast, traffic operations analysis, and OPC

Summary of Future Work for Next Period:

- None

Issues, Special Problems, or Comments:

-

Invoice

olsson

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

March 20, 2026
Invoice No: 571152

Invoice Total $17,142.87

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

Olsson Project # 025-00225 Ankeny IA Oralabor and Irvinedale Intersection Study
Professional services rendered February 8, 2026 through March 14, 2026 for work completed in accordance with our Agreement dated February 17, 2025.

Phase 100 Project Management
Labor

	Hours	Rate	Amount	
Principal				
Hirst, Michelle	.75	274.39	205.79	
Project Manager				
Cutler, Chase	1.50	203.42	305.13	
Totals	2.25		510.92	
Total Labor				**510.92**
			Total this Phase	**$510.92**

Phase 500 Concept Development
Labor

	Hours	Rate	Amount	
Principal				
Gallagher, James	3.00	219.51	658.53	
Totals	3.00		658.53	
Total Labor				**658.53**
			Total this Phase	**$658.53**

Phase 800 Technical Memo
Labor

	Hours	Rate	Amount
Principal			
Albrecht, Christopher	2.00	283.29	566.58
Project Manager			
Cutler, Chase	63.00	203.42	12,815.46

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Assistant Professional				
Broadhead, Landon	22.00	117.79	2,591.38	
Totals	87.00		15,973.42	
Total Labor				**15,973.42**
			Total this Phase	**$15,973.42**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	17,142.87	189,158.84	206,301.71	
Limit			238,434.00	
Balance Remaining			32,132.29	
		AMOUNT DUE THIS INVOICE		**$17,142.87**

Email invoices to: Lhart@ankenyiowa.gov; CC: ccutler@olsson.com

Please include our invoice number(s) with your payment.
By Check: Make check payment to Olsson Inc and mail to PO Box 84608, Lincoln, NE 68501-4608

By Electronic / ACH Payment: When transferring funds, please reference the invoice number(s), Account Name Olsson Inc; Pinnacle Bank Account No. 254316; Routing (ABA) No. 104913912, Remittance Email Address: deposits@olsson.com

Questions: Contact us at (402) 458-5062 or accountsreceivable@olsson.com

Authorized By: Chase Cutler

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #3 in the amount of $51,332.40 to On Track Construction, LLC for construction services on the Vintage Business Park - North Lake Maintenance Phase 2 project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. On Track - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Vintage Business Park - North Lake Maintenance Phase 2		
Contractor:	On Track Construction, LLC		
Address:	1316 6th Street, Suite 109, Nevada, IA 50201		
Finance Budget Code:	680.3680.4453	**Finance Project #:**	680.4453
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	August 4, 2025	**Vendor Account #:**	9363

Date of Council Meeting: April 6, 2026 **Payment Application #:** 3

Payment Period: From: December 25, 2025 Through: March 27, 2026

Contract Summary:

Original Contract Amount:	$133,903.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 133,903.00		
Total Completed and Stored to Date:	$ 71,245.00			
Retainage: 3 % of Completed Work:	$ 2,137.35			
Total Earned Less Retainage:		$ 69,107.65		
Less Previous Applications for Payment:		$ 17,775.25		
SUBTOTAL:			$	51,332.40
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**51,332.40**
Balance to Finish, Including Retainage:		$ 64,795.35		
Contract Time Remaining (Substantial):	25.0 Working Days			
Contract Time Remaining (Full):	5.0 Working Days			

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

Construction Contractor Approval: On Track Construction, LLC
Firm Name

Signature 3/27/2026
Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature 3/27/2026
Date

Submit to: Becky Ford, PE, Stormwater & Environmental Manager
E-mail: bford@ankenyiowa.gov Phone Number: 515-963-3526

Date Printed: 3/27/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	CLEARING AND GRUBBING, BY UNIT	UNIT	138.2		138.2	$ 30.00	$ 4,146.00		$ -	138.2	138.2	$ 4,146.00	0	100.00%
2.02	CLEARING, BY UNIT	UNIT	490.4		490.4	$ 10.00	$ 4,904.00		$ -	490.4	490.4	$ 4,904.00	0	100.00%
2.03	TOPSOIL, ON-SITE (4-INCH DEPTH)	CY	144		144	$ 16.50	$ 2,376.00	144	$ 2,376.00	0	144	$ 2,376.00	0	100.00%
2.04	EXCAVATION, CLASS 10	CY	102		102	$ 35.00	$ 3,570.00	37	$ 1,295.00	65	102	$ 3,570.00	0	100.00%
	SEWERS AND DRAINS													
4.01	REMOVAL, STORM SEWER, CMP, 12-INCH DIA.	LF	46		46	$ 30.00	$ 1,380.00	46	$ 1,380.00	0	46	$ 1,380.00	0	100.00%
4.02	REMOVAL, STORM SEWER, PVC, 24-INCH DIA.	LF	3		3	$ 200.00	$ 600.00	3	$ 600.00	0	3	$ 600.00	0	100.00%
4.03	SUBDRAIN, TRENCHED, PERFORATED PVC, 8-INCH DIA.	LF	256		256	$ 40.00	$ 10,240.00	256	$ 10,240.00	0	256	$ 10,240.00	0	100.00%
4.04	SUBDRAIN CLEANOUT, TYPE A-2	EA	6		6	$ 850.00	$ 5,100.00	6	$ 5,100.00	0	6	$ 5,100.00	0	100.00%
4.05	MAINLINE CLEANING, RCP, 15 TO 24 INCH. DIA.	LF	265		265	$ 6.00	$ 1,590.00	265	$ 1,590.00	0	265	$ 1,590.00	0	100.00%
4.06	MAINLINE CLEANING, RCP, 30 INCH. DIA.	LF	72		72	$ 12.00	$ 864.00	72	$ 864.00	0	72	$ 864.00	0	100.00%
4.07	MAINLINE CLEANING, RCP, 36 INCH. DIA.	LF	105		105	$ 14.00	$ 1,470.00	105	$ 1,470.00	0	105	$ 1,470.00	0	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	CONNECTION TO EXISTING INTAKE	EA	2		2	$ 2,400.00	$ 4,800.00	2	$ 4,800.00	0	2	$ 4,800.00	0	100.00%
	STREETS AND RELATED WORK													
7.01	REMOVAL OF SIDEWALK	SY	41		41	$ 25.00	$ 1,025.00		$ -	0	0	$ -	41	0.00%
7.02	SIDWALK, PCC, 5-INCH	SY	41		41	$ 135.00	$ 5,535.00		$ -	0	0	$ -	41	0.00%
	TRAFFIC CONTROL													
8.01	TEMPORARY TRAFFIC CONTROL	LS	1		1	$ 6,500.00	$ 6,500.00		$ -	0	0	$ -	1	0.00%
	SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING, NATIVE GRASS AND FORBS MIX	AC	3		3	$ 2,500.00	$ 7,500.00		$ -	0	0	$ -	3	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1 PERMANENT LAWN MIXTURE	AC	0.5		0.5	$ 2,100.00	$ 1,050.00		$ -	0	0	$ -	0.5	0.00%
9.03	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 5 RURAL TEMPORARY EROSION CONTROL MIXTURE	AC	0.7		0.7	$ 1,000.00	$ 700.00		$ -	0	0	$ -	0.7	0.00%
9.04	SEEDING WARRANTY, 12 MONTHS	LS	1		1	$ 4,100.00	$ 4,100.00		$ -	0	0	$ -	1	0.00%
9.05	TREE PLANTING, BY QUANTITY WITH WARRANTY	EA	15		15	$ 500.00	$ 7,500.00		$ -	0	0	$ -	15	0.00%
9.06	TEMPORARY ROLLED EROSION CONTROL, RECP TYPE 2.C.	SY	123		123	$ 5.00	$ 615.00		$ -	0	0	$ -	123	0.00%
9.07	EROSION CONTROL MULCHING, HYDROMULCH, BFM	AC	4.1		4.1	$ 3,000.00	$ 12,300.00		$ -	0	0	$ -	4.1	0.00%
9.08	WATTLES, STRAW, 9-INCH DIA.	LF	640		640	$ 1.80	$ 1,152.00		$ -	0	0	$ -	640	0.00%
9.09	WATTLES, REMOVAL	LF	640		640	$ 0.20	$ 128.00		$ -	0	0	$ -	640	0.00%
9.10	RIP RAP, CLASS D	TON	77		77	$ 145.00	$ 11,165.00	77	$ 11,165.00	0	77	$ 11,165.00	0	100.00%
9.11	STABILIZED CONSTRUCTION ENTRANCE	SY	180		180	$ 28.00	$ 5,040.00	180	$ 5,040.00	0	180	$ 5,040.00	0	100.00%
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	9		9	$ 155.00	$ 1,395.00		$ -	0	0	$ -	9	0.00%
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	27		27	$ 10.00	$ 270.00		$ -	0	0	$ -	27	0.00%
9.14	REMOVAL OF SURFACE SEDIMENT FROM BIO-RETENTION CELL	CY	327		327	$ 35.00	$ 11,445.00		$ -	0	0	$ -	327	0.00%
9.15	BROADCAST HERBICIDE TREATMENT, 2 TREATMENTS	AC	4.1		4.1	$ 230.00	$ 943.00		$ -	0	0	$ -	4.1	0.00%
	MISCELLANEOUS													
11.01	MOBILIZATON	LS	1		1	$ 14,000.00	$ 14,000.00	0.5	$ 7,000.00	0.5	1	$ 14,000.00	0	100.00%
11.02	CONCRETE WASHOUT	EA	1		1	$ 500.00	$ 500.00		$ -	0	0	$ -	1	0.00%
	CHANGE ORDER ITEMS													
12.01					0		$ -		$ -	0	0	$ -	0	0.00%
12.02					0		$ -		$ -	0	0	$ -	0	0.00%
12.03					0		$ -		$ -	0	0	$ -	0	0.00%
12.04					0		$ -		$ -	0	0	$ -	0	0.00%
12.05					0		$ -		$ -	0	0	$ -	0	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK — CONTRACT = $ 133,903.00 — PAY PERIOD = $ 52,920.00 — COMPLETED = $ 71,245.00 — 53.21%

Date printed: 3/27/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	November 3, 2025	$ 12,173.50
2	February 2, 2026	$ 5,601.75
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 17,775.25

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:	25.0
Added by Change Order:	
Total Working Days:	25.0
Working Days Used to Date:	
Working Days Remaining:	**25.0**

Full Completion:

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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #1 in the amount of $32,440.28 to Snyder & Associates, Inc., for engineering services on the NE 18th Street Bridge Over I-35 project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NE 18th Street ~~Extension~~ Bridge over I-35
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 894.3894.4210 ***Finance Project Code:*** 894.4210
Vendor Project or Invoice #: 126.0163.010 ***PO #***
Original Contract Date: March 16, 2026 ***Vendor #*** 990

Date of Council Meeting 4/6/2026 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 03/16/26 through: 03/22/26

Contract Summary

Original Contract Amount:	$ 933,200.00		
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)			
Total completed and stored to date:	$ 32,440.28		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 32,440.28	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 32,440.28
			$ -
CURRENT PAYMENT DUE			$ 32,440.28
Balance to finish, including retainage:		$ 900,759.72	
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

P.P. _____ 03/26/26
Signature Date

City of Ankeny Staff Approval

_____ 3/26/2026
Signature Date

Submit to: Adam Lust
Email: jhaberichter@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:* _____

Date Printed: 3/26/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	March 16, 2026
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

March 26, 2026

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

Invoice No: 126.0163.010 - 1

Email

Project **126.0163.010** **NE 18th Street Extension over I-35**

Professional Services through March 22, 2026

Basic Services
Hourly Services

	Hours	Rate	Amount	
Land Surveyor VIII	23.00	216.00	4,968.00	
Engineer VIII	20.00	216.00	4,320.00	
Engineer IV	25.00	167.00	4,175.00	
Technician VII	125.50	136.00	17,068.00	
Technician VI	4.00	122.00	488.00	
Technician II	5.00	82.00	410.00	
Administrative II	7.50	84.00	630.00	
Total Services	210.00		32,059.00	
				32,059.00
Submittal Fees			10.13	
Copies, Color Copies			4.00	
Traffic Safety/Traffic Control			187.25	
Total Expenses			**201.38**	**201.38**
Fleet Mileage				**179.90**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	32,440.28	0.00	32,440.28	
Limit			474,600.00	
Remaining			442,159.72	
		Phase Subtotal		**$32,440.28**

Specialty Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	0.00	0.00	
Limit			458,600.00	
Remaining			458,600.00	
		Phase Subtotal		**0.00**

Amount Due this Invoice **$32,440.28**

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	126.0163.010	Ank-NE 18th Street Extension over I-35	Invoice	1

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

March 26, 2026

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE 18th STREET BRIDGE OVER 1NTERSTATE 35
PROGRESS REPORT NO. 1
S&A PROJECT NO. 126.0163.01

Dear Mr. Haberichter:

This is the first progress report for the above referenced project and covers work through March 22, 2026. Our work through this period includes the following:

- Topographic and Boundary Survey
- Project Administration
- Alternative Concept Review

This next month we will complete topographic and boundary survey and commence traffic study, concept statement, and environmental services.

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 6, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. John W. Haldeman

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

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #3 in the amount of $3,491.50 to Snyder & Associates, Inc., for engineering services on the North Ankeny Boulevard: 1st Street to N. 11th Street Landscaping Improvements project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder & Assoc - Pymt #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: 1st Street to N 11th Street Landscaping Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 949.3949.4210 ***Finance Project Code:*** 949.4210
Vendor Project or Invoice #: 123.0584.01A ***PO #***
Original Contract Date: November 17, 2025 ***Vendor #*** 990

Date of Council Meeting 4/6/2026 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: 02/16/26 through: 03/22/26

Contract Summary

Original Contract Amount:	$ 46,500.00		
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)		$ 46,500.00	
Total completed and stored to date:	$ 15,569.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 15,569.00	
Less previous applications for payment:		$ 12,077.50	
SUBTOTAL			$ 3,491.50
			$ -
CURRENT PAYMENT DUE			$ 3,491.50
Balance to finish, including retainage:		$ 30,931.00	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

P.P. Jake W. Hilmer 03/26/26
Signature Date

City of Ankeny Staff Approval

Signature 3/26/2026
Date

Submit to: Adam Lust
Email: jhaberichter@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	1/22/2026	$ 5,080.50
2	2/19/2026	$ 6,997.00
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TOTAL $ 12,077.50

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 17, 2025
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 26, 2026

Jim Haberichter P.E.
City of Ankeny
410 W. 1st Street
Ankeny 50023

Invoice No: 123.0584.01A - 3

Email

Project **123.0584.01A** **1st Street to N 11 Street Landscaping Improvements**

Professional Services through March 22, 2026

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Landscape Architect II	1.00	269.00	269.00	
Engineer VIII	7.00	206.00	1,442.00	
Landscape Architect III	1.50	147.00	220.50	
Landscape Architect I	13.00	120.00	1,560.00	
Total Services	22.50		3,491.50	
				3,491.50
			Phase Subtotal	**$3,491.50**

	Total	Prior	Current
Billings to Date	**15,569.00**	**12,077.50**	**3,491.50**

Construction Services

			Phase Subtotal	**0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	3,491.50	12,077.50	15,569.00
Limit			46,500.00
Remaining			30,931.00

Amount Due this Invoice **$3,491.50**

	Total	Prior	Current
Billings to Date	**15,569.00**	**12,077.50**	**3,491.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

March 26, 2026

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD – 1ST STREET TO N 11TH STREET LANDSCAPING IMPROVEMENTS
PROGRESS REPORT NO. 3
S&A PROJECT NO. 123.0584.01A

Dear Mr. Haberichter:

This is the third progress report for the above referenced project and covers work through March 22, 2026. Our work through this period includes the following:

- Completing final plans per City comments and setting up for project letting.
- Coordination with City on Bid Letting, Addendum No. 1 and awarding the project.
- Preparing for construction.

We look forward to continue working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the April 6, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P. P.

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

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #13 in the amount of $5,126.22 to Snyder & Associates, Inc., for construction engineering services on the NW Northlawn Area Utility Improvements—Phase 4 project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder & Assoc - Pymt #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW Northlawn Area Utility Improvements Ph 4		
Contractor:	Snyder & Associates, Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	33 1/3 to each	**Finance Project #:**	33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210		610.4210/650.4210/963.4210	
Vendor Project #:	119.0975.01D	**Purchase Order #:**	
Original Contract Date:	April 1, 2024	**Vendor Account #:**	990

Date of Council Meeting: April 6, 2026 **Payment Application #:** 13

Payment Period: From: December 15, 2025 Through: March 22, 2026

Contract Summary:

Original Contract Amount:	$ 84,450.00			
Net Change by Change Orders:	$ 50,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 134,450.00		
Total Completed and Stored to Date:	$ 119,126.62			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 119,126.62		
Less Previous Applications for Payment:		$ 114,000.40		
SUBTOTAL:			$	5,126.22
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**5,126.22**
Balance to Finish, Including Retainage:		$ 15,323.38		
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

P.P. John W. Haldeman 03/26/26

Signature Date

City of Ankeny Staff Approval:

Signature 3/26/2026

Date

Submit to: Matt Grgurich

E-mail: mgrgurich@ankenyiowa.gov Phone Number: 515-965-6400

Date Printed: 3/26/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 23, 2024	$ 19,901.50
2	May 22, 2024	$ 16,962.03
3	June 19, 2024	$ 13,353.75
4	July 24, 2024	$ 23,331.00
5	September 25, 2024	$ 5,969.50
6	October 23, 2024	$ 4,932.22
7	March 26, 2025	$ 6,090.00
8	April 23, 2025	$ 2,610.00
9	June 26, 2025	$ 5,030.90
10	September 24, 2025	$ 6,533.00
11	November 19, 2025	$ 4,225.00
12	December 18, 2025	$ 5,061.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 114,000.40

Record of Change Orders:

No.	Date	Amount
1	February 3, 2025	$ 50,000.00
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CHANGE ORDER TOTAL = $ 50,000.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

March 26, 2026

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4
PROGRESS REPORT NO. 13
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the thirteenth progress report for the above referenced project and covers work through March 22, 2026. Our work through this period includes assisting the City as an on-call service for construction administration and construction staking for the project. A final walk through was conducted on December 10, 2025 with minimal punch list items to be completed in the spring. We have completed a draft of the record drawings and monument preservation. We will finalize everything in the spring after the punch list items are fully completed and excepted by the City.

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 April 6, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. John W. Haldeman

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.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 26, 2026

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

Invoice No: 119.0975.01D - 13

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project **119.0975.01D** **NW Northlawn Area Utility Improvements Ph 4**

Professional Services through March 22, 2026

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	84,450.00	84,450.00	
Limit			84,450.00	
		Phase Subtotal		**0.00**

Construction Services

Hourly Services

	Hours	**Rate**	**Amount**	
Land Surveyor VIII	2.00	206.00	412.00	
Engineer VIII	9.00	206.00	1,854.00	
Project Manager VII	2.00	194.00	388.00	
Engineer II	14.00	133.00	1,862.00	
Technician VII	4.00	129.00	516.00	
Technician II	.50	78.00	39.00	
Administrative II	.50	80.00	40.00	
Total Services	32.00		5,111.00	
				5,111.00
Submittal Fees			15.22	
Total Expenses			**15.22**	**15.22**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,126.22	29,550.40	34,676.62	
Limit			50,000.00	
Remaining			15,323.38	
		Phase Subtotal		**$5,126.22**

Amount Due this Invoice **$5,126.22**

	Total	**Prior**	**Current**
Billings to Date	**119,126.62**	**114,000.40**	**5,126.22**

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

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

Project	119.0975.01D	Ank-NWNorthlawnAreaUtilityImprovePh4	Invoice	13

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #2 in the amount of $4,549.90 to Snyder & Associates, for construction engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St: Construction Engineering project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. ConEng_Snyder & Assoc - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: S Ankeny Blvd Improvements - SE Peterson Dr to 1st St: Construction Engineering
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 #: 123.0680.01A-1 **Purchase Order #:**
Original Contract Date: February 2, 2026 **Vendor Account #:** 990

Date of Council Meeting: April 6, 2026 **Payment Application #:** 2

Payment Period: From: February 15, 2026 Through: March 22, 2026

Contract Summary:

Original Contract Amount:	$ 544,500.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 544,500.00		
Total Completed and Stored to Date:	$ 78,549.90			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 78,549.90		
Less Previous Applications for Payment:		$ 74,000.00		
SUBTOTAL:			$	4,549.90
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**4,549.90**
Balance to Finish, Including Retainage:		$ 465,950.10		

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

P.P. John W. Alderson 03/26/26

Signature Date

City of Ankeny Staff Approval:

Adam Lust 03/26/26

Signature Date

Submit to: Adam Lust, Public Works Engineering Manager
E-mail: Alust@Ankenylowa.gov Phone Number: (515) 963-3537

Date Printed: 3/26/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	February 19, 2026	$ 74,000.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 74,000.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

March 25, 2026

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 CONSTRUCTION
PROGRESS REPORT NO. 02
S&A PROJECT NO. 123.0680.01A

Dear Mr. Lust:

This is the second progress report for the above referenced project and covers services through March 22, 2026. Work through this period includes coordination with the Iowa DOT and Contractor on design files, plan revision regarding survey control, utility coordination, staking for utility relocation, preconstruction meeting preparation, attendance, and minutes, and project coordination. Work within the next progress reporting period will include construction administration and observation.

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 April 6, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. John W. Alderman

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

March 26, 2026

Adam Lust
City of Ankeny
410 W. 1st Street
Ankeny 50023

Invoice No: 123.0680.01A - 2

Email

Project **123.0680.01A** **S Ankeny Blvd Improvements - SE Peterson Drive to 1st Street Construction**

Professional Services through March 22, 2026

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	74,000.00	74,000.00	
Limit			74,000.00	
		Phase Subtotal		**0.00**

Construction Services

Hourly Services

	Hours	**Rate**	**Amount**	
Sr. Engineer	6.25	236.00	1,475.00	
Project Manager VII	1.50	204.00	306.00	
Engineer V	.50	182.00	91.00	
Engineer IV	6.00	167.00	1,002.00	
Engineer II	4.75	140.00	665.00	
Sr. Technician	.50	158.00	79.00	
Technician VIII	5.00	146.00	730.00	
Technician VI	1.50	122.00	183.00	
Total Services	26.00		4,531.00	
				4,531.00

Fleet Mileage

18.90

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	4,549.90	0.00	4,549.90	
Limit			470,500.00	
Remaining			465,950.10	
		Phase Subtotal		**$4,549.90**

Amount Due this Invoice **$4,549.90**

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

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #11 in the amount of $3,572.85 to Snyder & Associates, Inc., for engineering services on the S Ankeny Blvd and Oralabor Rd Concept Study project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: S Ankeny Blvd and Oralabor Rd Concept Study
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 899.3899.4210 **Finance Project Code:** 889.4210
Vendor Project or Invoice #: 125.0208.01 **PO #**
Original Contract Date: February 3, 2025 **Vendor #** 990

Date of Council Meeting 4/6/2026 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 12/15/25 through: 03/22/26

Contract Summary

Original Contract Amount:	$ 138,900.00		
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)		$ 138,900.00	
Total completed and stored to date:	$ 117,568.75		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 117,568.75	
Less previous applications for payment:		$ 113,995.90	
SUBTOTAL			$ 3,572.85
			$ -
CURRENT PAYMENT DUE			$ 3,572.85
Balance to finish, including retainage:		$ 21,331.25	
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

P.P. John W. Haberichter 3/26/26
Signature Date

City of Ankeny Staff Approval

Jim Haberichter 3/26/2026
Signature Date

Submit to: Jim Haberichter P.E.
Email: jhaberichter@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2025	$ 27,374.40
2	4/23/2025	$ 8,986.65
3	5/21/2025	$ 8,177.25
4	6/25/2025	$ 8,408.50
5	7/23/2025	$ 14,771.00
6	8/20/2025	$ 17,700.25
7	9/23/2025	$ 17,931.25
8	10/23/2025	$ 3,265.10
9	11/19/2025	$ 6,308.50
10	12/18/2025	$ 1,073.00
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TOTAL $ 113,995.90

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 3, 2025
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 26, 2026

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

Invoice No: 125.0208.010 - 11

Finance Budget Code 899.3899-4210

Finance Project Code 889.4210

Email

Project **125.0208.010** **S Ankeny Blvd & Oralabor Rd Concept Study**

Professional Services through March 22, 2026

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	4.00	269.00	1,076.00	
Sr. Engineer	.50	225.00	112.50	
Engineer V	13.75	173.00	2,378.75	
Total Services	18.25		3,567.25	
				3,567.25

Fleet Mileage **5.60**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,572.85	113,995.90	117,568.75
Limit			138,900.00
Remaining			21,331.25

Phase Subtotal **$3,572.85**

Amount Due this Invoice **$3,572.85**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Anthony Boes

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

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

March 24, 2026

Mr. Jim Haberichter
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: S. ANKENY BOULEVARD & ORALABOR ROAD CONCEPT STUDY
PROGRESS REPORT NO. 11
S&A PROJECT NO. 125.0208.01

Dear Mr. Haberichter:

This is the eleventh progress report for the above referenced project and covers work through March 22, 2026. Our work through this period included the following:

- Reviewed potential SPUI alternative.
- Analyzed hours per day need for Oralabor Rd 6-lane.
- Revised Iowa DOT analysis summary memo per City comments.

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.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. John W. Haldeman

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

MAL/ajb

Enclosures

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve Payment #4 in the amount of $9,595.75 to Snyder & Associates, Inc., for engineering services on the SW/SE Oralabor Road Traffic Signal Timing Updates project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

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

Date of Council Meeting 4/6/2026 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 12/15/25 through: 03/22/26

Contract Summary

Original Contract Amount:	$ 58,900.00		
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)		$ 58,900.00	
Total completed and stored to date:	$ 30,234.90		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 30,234.90	
Less previous applications for payment:		$ 20,639.15	
SUBTOTAL			$ 9,595.75
			$ -
CURRENT PAYMENT DUE			$ 9,595.75
Balance to finish, including retainage:		$ 28,665.10	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

P.P. Jon W. Henderson 03/26/26
Signature Date

City of Ankeny Staff Approval
Leslie Hart 3/30/26
Signature Date

Submit to: Leslie Hart
Email: email lbubke@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:* _____

Date Printed: 3/26/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	10/23/2025	$ 9,741.25
2	11/19/2025	$ 5,011.65
3	12/18/2025	$ 5,886.25
4		
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TOTAL $ 20,639.15

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

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

March 24, 2026

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

RE: ORALABOR ROAD TRAFFIC SIGNAL TIMING UPDATES
PROGRESS REPORT NO. 4
S&A PROJECT NO. 125.1133.01

Dear Ms. Hart:

This is the fourth progress report for the above referenced project and covers work through March 22, 2026. Our work through this period included the following:

- Synchro model and timing plan development.
- Submitted Synchro models, MOE reports and summary memo for recommended timing plans to City.
- Coordination with City and Olsson regarding TOD plans, cycle lengths and Oralabor/Delaware timings.

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.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P.

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

MAL/ajb

Enclosures

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

March 26, 2026

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

Invoice No: 125.1133.010 - 4

Email

Project **125.1133.010** **SW/SE Oralabor Road Traffic Signal Timing Updates**

Professional Services through March 22, 2026

	Hours	Rate	Amount	
Principal Engineer II	8.50	269.00	2,286.50	
Engineer V	42.25	173.00	7,309.25	
Total Services	50.75		9,595.75	
Total Services				**9,595.75**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	9,595.75	20,639.15	30,234.90
Limit			58,900.00
Remaining			28,665.10

Amount Due this Invoice **$9,595.75**

	Total	**Prior**	**Current**
Billings to Date	**30,234.90**	**20,639.15**	**9,595.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Anthony Boes

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Consider motion to approve the April 6, 2026 Accounts Payable.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. AP Recap
2. AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
APRIL 6, 2026

Fund		PAYMENTS
100	General Fund	$ 730,352.27
220	Fire Gift Fund	63.00
233	Hotel/Motel Tax Fund	72,227.94
240	Hawkeye Park Player Fees Fund	-
250	Police Gift Fund	127.79
260	Road Use Tax Fund	132,598.44
270	Police Seizure Fund	-
280	Tax Increment Financing Fund	-
290	Police and Fire Retirement Fund	-
292	Employee Benefits Fund	-
295	Landfill Postclosure Fund	-
300	Debt Service Fund	-
430	Friends of the Ankeny Library Fund	333.90
440	Park Dedication Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club Fund	-
448	Miracle Park Fund	-
449	Dog Park Fund	-
450	Parks and Recreation Scholarship Fund	
484	Civic Trust Fund	-
500	Solid Waste Fund	114,788.96
510	Water Fund	991,293.28
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	44,095.16
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Storm Water Fund	10,785.55
590	Golf Course Fund	42,058.81
600-699	Enterprise Capital Projects Funds	83,636.77
710	Revolving Fund	48,439.18
720	Risk Management Fund	4,167.40
730	Health Insurance Fund	429.06
770	Sustainability Revolving Loan Fund	-
780	Economic Development Revolving Loan Fund	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
882-998	Capital Projects Funds	379,151.03
	Sub Total	$ 2,654,548.54
	Payroll Totals	2,197,436.86
	Service Transfers/ACH Drafts	(238,622.08)
	Agenda Payments Approved Separately	(449,344.97)
	Grand Total	$ 4,164,018.35

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 4/2/26

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 3/19/2026 THRU 4/08/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003513	ALL PRO SERVICENTER							
M-CHECK	ALL PRO SERVICENTER	UNPOST V	3/30/2026			248482		69.53CR
000282	BOLAND RECREATION							
M-CHECK	BOLAND RECREATION	UNPOST V	3/24/2026			254506		2,124.38CR

* * 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:	2	VOID DEBITS 0.00			
		VOID CREDITS 2,193.91CR	2,193.91CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	2,193.91CR	0.00	0.00
BANK: TOTALS:	2	2,193.91CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 3/19/2026 THRU 4/08/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844		A TECH INC-TCI							
	I-686606	04/01/26-06/30/26 SERVICES	E	4/08/2026	2,880.00		013950		
	I-687217	SEC SYSTEM SERV CALL 3/5/26-CH	E	4/08/2026	115.00		013950		2,995.00
					*** VENDOR TOTALS ***		1 CHECKS		2,995.00
012676		ABBEON CAL INC							
	I-128605A	WELDING ROD/INJECTIWELD-PKS	R	4/06/2026	555.00		255234		555.00
					*** VENDOR TOTALS ***		1 CHECKS		555.00
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-PAY 19-ORLBR/GTWY	PAY 19-ORLBY GTWY TRL/STATE UN	E	4/08/2026	230,239.00		013976		230,239.00
					*** VENDOR TOTALS ***		1 CHECKS		230,239.00
000003		ACCO UNLIMITED CORP							
	I-0260865-IN	BACKBOARD -AC	E	4/08/2026	974.60		013929		
	I-0261012-IN	SFTY YELLOW/GREEN/DAMP PRAC	E	4/08/2026	908.00		013929		
	I-0261013-IN	BACKBOARD PAD-CFAC	E	4/08/2026	273.00		013929		2,155.60
					*** VENDOR TOTALS ***		1 CHECKS		2,155.60
000164		G & S HARDWARE INC							
	I-211583/2	OIL - PW	R	4/06/2026	19.99		255235		
	I-211587/2	KILLER CONCENTR, TOWELS-SWR	R	4/06/2026	101.95		255235		
	I-211590/2	ORING - PRSC	R	4/06/2026	2.98		255235		124.92
					*** VENDOR TOTALS ***		1 CHECKS		124.92
005541		ACUSHNET COMPANY							
	C-300692400	CR: MERCH FOR RESALE OC	R	4/06/2026	3,250.00CR		255236		
	I-922328272	MERCH FOR RESALE - OC	R	4/06/2026	3,250.00		255236		
	I-922384648	STOCK MERCH FOR RESALE-OC	R	4/06/2026	202.03		255236		
	I-922396517	STOCK MERCH FOR RESALE - OC	R	4/06/2026	105.00		255236		
	I-922397535	RANGE BALLS-OC	R	4/06/2026	4,000.00		255236		
	I-922446614	STOCK MERCH FOR RESALE-OC	R	4/06/2026	163.66		255236		
	I-922446615	MERCH FOR RESALE - OC	R	4/06/2026	58.80		255236		
	I-922471519	MERCHANDISE FOR RESALE	R	4/06/2026	235.20		255236		
	I-922486971	MERCH FOR RESALE - OC	R	4/06/2026	58.80		255236		
	I-922498113	MERCH FOR RESALE-OC	R	4/06/2026	461.85		255236		
	I-922504548	MERCH FOR RESALE - OC	R	4/06/2026	294.91		255236		
	I-922504854	MERCHANDISE FOR RESALE	R	4/06/2026	2,063.99		255236		
	I-922504855	MERCHANDISE FOR RESALE	R	4/06/2026	2,841.64		255236		
	I-922530271	MERCHANDISE FOR RESALE	R	4/06/2026	591.25		255236		
	I-922545314	MERCH FOR RESALE -OC	R	4/06/2026	205.80		255236		
	I-922545466	MERCHANDISE FOR RESALE	R	4/06/2026	1,159.22		255236		
	I-922545467	MERCHANDISE FOR RESALE	R	4/06/2026	2,270.49		255236		
	I-922579854	MERCHANDISE FOR RESALE	R	4/06/2026	352.80		255236		
	I-922605459	MERCHANDISE FOR RESALE	R	4/06/2026	88.20		255236		15,153.64
					*** VENDOR TOTALS ***		1 CHECKS		15,153.64

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004296		ADVANCE AUTO PARTS							
	I-5256607956707	SQUEEGEES - CG	R	4/06/2026	28.72		255237		28.72
					*** VENDOR TOTALS ***		1 CHECKS		28.72
000026		AHLERS & COONEY PC							
	I-909351	SVCS 3/15/26; 2026 LOSST ELECT	E	4/08/2026	344.00		013930		344.00
					*** VENDOR TOTALS ***		1 CHECKS		344.00
000226		AIRGAS NORTH CENTRAL INC							
	I-5522673063	CYLINDER RENTAL - CG	R	4/06/2026	73.08		255238		
	I-5522673393	CYLINDER RENTALS-WTR	R	4/06/2026	5.04		255238		
	I-5522673547	CYLINDER RENTAL - FD	R	4/06/2026	171.18		255238		249.30
					*** VENDOR TOTALS ***		1 CHECKS		249.30
009981		ALL CITY MANAGEMENT SERVICES,							
	I-PS-INV104442	CROSS GUARDS 2/22-3/7/26-PD	E	4/08/2026	7,408.80		014003		7,408.80
					*** VENDOR TOTALS ***		1 CHECKS		7,408.80
009262		AMAZON CAPITAL SERVICES INC							
	C-1PF7-1NRW-W6MF	CR: DISINFECTANT P&R/AC	E	4/08/2026	89.54CR		013998		
	C-1T1L-QDYP-JH6Q	CR: PATIO PLANT - OC	E	4/08/2026	18.24CR		013998		
	I-11RL-C6R9-M636	MISC MULTI MEDIA-KL	E	4/08/2026	16.99		013998		
	I-136X-1DLR-CRKF	LAPTOP ACCESS TRAFFIC UNIT-PD	E	4/08/2026	49.95		013998		
	I-137N-GMKL-WD6R	MICROFIBER CLOTHS - PW	E	4/08/2026	8.48		013998		
	I-13DP-Y4T1-9LY6	MISC BOOKS-KL	E	4/08/2026	50.09		013998		
	I-13JF-K3G4-1LNY	MISC BOOK PROGS-KL	E	4/08/2026	12.34		013998		
	I-13TK-C6PR-QDCV	MISC MULTI MEDIA-KL	E	4/08/2026	17.96		013998		
	I-13VK-NC1K-6CWH	MISC SUPPLIES SLP 2026 PROG-KL	E	4/08/2026	499.95		013998		
	I-14MR-TYQ3-7RT7	ICE CREAM SCOOP-KL	E	4/08/2026	7.19		013998		
	I-14WG-FWJL-J9YP	VEH CLEANING SUPPLIES-PD	E	4/08/2026	35.87		013998		
	I-14YR-LL14-NWWK	SUPERVS PHONE CASES-PD	E	4/08/2026	57.96		013998		
	I-16DF-3DHD-K7TN	GC SLEVES/MISC OC	E	4/08/2026	41.97		013998		
	I-16LW-HRRN-CP9L	TISSUES/HAND SANITIZER - ACC	E	4/08/2026	142.33		013998		
	I-16LW-HRRN-GJJI	MUCK WORK BOOTS-WTR/SWR	E	4/08/2026	123.50		013998		
	I-16WC-JYQH-766R	DOORBELL EVID SECTION-PD	E	4/08/2026	32.99		013998		
	I-16WC-JYQH-VVGT	EMS BOX INSERTS - FD	E	4/08/2026	21.98		013998		
	I-174M-96NC-RX3J	SPADE SHOVELS-STRM	E	4/08/2026	107.97		013998		
	I-17NC-9D4K-LX7L	ZAGG IPAD CASES- FD	E	4/08/2026	635.69		013998		
	I-17WQ-GPFL-NCPT	OFFICE WINDOW CLINGS-KL	E	4/08/2026	12.98		013998		
	I-193D-GFMC-FCRH	FLAG POLE LIGHTS - FD	E	4/08/2026	145.96		013998		
	I-19HD-WFML-N1P6	MISC MULTI MEDIA-KL	E	4/08/2026	25.89		013998		
	I-1CG6-NJY9-XLFW	DIGITAL SCALE EVIDENCE-PD	E	4/08/2026	97.00		013998		
	I-1CGR-1JRG-P4GP	ANTI-CHOKING TESTER-KL	E	4/08/2026	9.79		013998		
	I-1D3T-39FK-DWG7	MISC GAMES, TOYS-KL	E	4/08/2026	44.97		013998		
	I-1DG3-YKYV-P96V	MISC BOOKS-KL	E	4/08/2026	216.31		013998		
	I-1FD4-V3TC-GQCH	PREP TABLE STOR BRKRM-PD	E	4/08/2026	129.98		013998		
	I-1FGV-JPH6-KLCJ	STICKERS FOR PROGRAMS-KL	E	4/08/2026	31.92		013998		
	I-1FNW-MPYC-JNF9	CAMERA CASE-STRM	E	4/08/2026	64.29		013998		

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I-1G7M-J3X9-RVM4	MISC MULTI MEDIA-KL	E	4/08/2026	43.18		013998		
I-1GD3-4X11-334N	ASPHALT DEPTH GAUGES-PW	E	4/08/2026	102.90		013998		
I-1GMY-JQXY-NT9K	MISC BOOKS-KL	E	4/08/2026	224.42		013998		
I-1HD6-DPPQ-MFY3	GRN FILE FOLDERS-PD	E	4/08/2026	28.04		013998		
I-1J13-CYVJ-7P3T	MISC MULTI MEDIA-KL	E	4/08/2026	111.89		013998		
I-1JF3-MXFR-67LR	PADS/FOLDERS/MISC - PW	E	4/08/2026	28.48		013998		
I-1JHD-C3XD-3CCW	BLACK ZIP TIES - PRSC	E	4/08/2026	14.77		013998		
I-1JQG-6K4X-7CJG	MISC MULTI MEDIA-KL	E	4/08/2026	107.57		013998		
I-1JQG-6K4X-9F6W	MISC BOOKS-KL	E	4/08/2026	292.80		013998		
I-1JQQ-6DKW-JG7D	COUPLING/DIAPHRAGM- PRSC	E	4/08/2026	209.24		013998		
I-1JQW-Q7LL-HCYW	PUNCH TOOL & LABELS-IT	E	4/08/2026	65.74		013998		
I-1JRG-9TJQ-JF79	MISC MULTI MEDIA-KL	E	4/08/2026	53.31		013998		
I-1K3M-QJY3-9JK1	STAPLES/MISC -PW	E	4/08/2026	17.46		013998		
I-1KDY-1YPN-KVDL	SOLENOID -PRSC	E	4/08/2026	253.22		013998		
I-1KL3-KVKW-JQ1X	MISC BOOKS - KL	E	4/08/2026	255.88		013998		
I-1LHR-NGLL-H7FW	BABY DIAPERS-KL	E	4/08/2026	55.26		013998		
I-1M1J-DCK6-16CF	CABLE SLEEVES, TOOLS-PD	E	4/08/2026	49.23		013998		
I-1M4K-JKFT-JLRW	DRUG DISPOSAL BOTTLES-FD	E	4/08/2026	299.76		013998		
I-1M9N-GCYY-XNW7	TV'S SLEEP RM & ANPD LOBBY-PD	E	4/08/2026	659.80		013998		
I-1MGT-F3QW-VQTT	MISC MULTI MEDIA-KL	E	4/08/2026	44.92		013998		
I-1N3R-NVPV-1RWP	BOOT SCRUBBER - PW	E	4/08/2026	35.99		013998		
I-1NKC-XL3T-QCLY	MODELING CLAY PROG-KL	E	4/08/2026	7.99		013998		
I-1NLY-F7MW-NKHR	MEMORY/FLASH DRIVES -PD	E	4/08/2026	376.04		013998		
I-1NNN-LC49-Q9CL	MISC PLAY ITEMS-KL	E	4/08/2026	584.73		013998		
I-1NP6-P4H3-JKK4	MISC BOOKS-KL	E	4/08/2026	48.63		013998		
I-1PC1-7MG6-4RRM	DISINFECTANT P&R/AC	E	4/08/2026	89.54		013998		
I-1PC1-7MG6-JHMK	FOLDERS/MISC - PW	E	4/08/2026	80.11		013998		
I-1PC1-7MG6-WNKM	PUZZLES PINWHEELS PROGS-KL	E	4/08/2026	790.65		013998		
I-1PG6-H6X3-3KH7	MISC MULTI MEDIA-KL	E	4/08/2026	13.29		013998		
I-1PJN-GR3D-TYVN	KETTLE GRYP-PD	E	4/08/2026	69.90		013998		
I-1PKH-7KML-L94T	DOOR PARTS- PD	E	4/08/2026	78.96		013998		
I-1PMH-DNCX-RLTG	POLY BAGS CIRCULATION-KL	E	4/08/2026	259.14		013998		
I-1PQT-139R-WWHG	MISC BOOKS-KL	E	4/08/2026	37.52		013998		
I-1PVK-VNRC-G3PV	MISC SUPPLIES PROG-KL	E	4/08/2026	30.78		013998		
I-1PY6-1HHP-NHKM	ICE MAKER BIN-KL	E	4/08/2026	78.14		013998		
I-1Q9K-F943-X1CX	QUICK FIX KIT -CG	E	4/08/2026	32.50		013998		
I-1QCD-QKVT-9M7Q	LAMINATOR SHEETS-KL	E	4/08/2026	16.50		013998		
I-1R3F-4J93-FPDV	MISC BOOKS-KL	E	4/08/2026	20.61		013998		
I-1R3T-39CQ-44NF	MISC MULTI MEDIA-KL	E	4/08/2026	126.26		013998		
I-1RKC-MMTF-CHPX	MISC MULTI MEDIA-KL	E	4/08/2026	25.78		013998		
I-1RL6-PVCK-NLX4	MISC BOOKS-KL	E	4/08/2026	16.02		013998		
I-1RY6-MCKF-KDY3	MISC MULTI MEDIA-KL	E	4/08/2026	22.96		013998		
I-1VNH-XYPW-6M3J	1TB SOLID STATE DRIVE (3)-IT	E	4/08/2026	687.00		013998		
I-1VQX-P66R-6HFY	MISC MULTI MEDIA-KL	E	4/08/2026	8.90		013998		
I-1VY1-L16Q-HKPH	ZIPPER BAGS - KL	E	4/08/2026	23.51		013998		
I-1WC9-RTFW-GQFH	FOLDING TABLE-KL	E	4/08/2026	48.64		013998		
I-1WMJ-76FY-NTFN	MISC MULTI MEDIA-KL	E	4/08/2026	85.84		013998		
I-1X1V-G9TV-Q96X	SCRAPERS/MISC SUPPLIES AC/P&R	E	4/08/2026	125.85		013998		

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	I-1X6V-11MT-7TF9	OFFICE SUPPLI USB CABLE-PW/MU	E	4/08/2026	48.66		013998		
	I-1X7K-R6VF-DDPD	MISC MULTI MEDIA-KL	E	4/08/2026	45.96		013998		
	I-1XCP-NXD7-MLYC	SCOTCH TAPE CIRCULATION-KL	E	4/08/2026	104.25		013998		
	I-1XHP-164G-TCMV	FOLDERS -PRSC	E	4/08/2026	12.41		013998		
	I-1Y4W-7YV7-9LLR	MISC MULTI MEDIA-KL	E	4/08/2026	19.97		013998		
	I-1YKX-KDYV-99WL	SQUEEGEE - PKS	E	4/08/2026	46.78		013998		
	I-1YVM-RQXM-3NM6	CD PLAYER - FD	E	4/08/2026	128.24		013998		9,680.44
					*** VENDOR TOTALS ***		1 CHECKS		9,680.44
003643		HOLM'S RADIATOR LLC							
	I-S563700	UNIT #120 PARTS	R	4/06/2026	594.00		255239		594.00
					*** VENDOR TOTALS ***		1 CHECKS		594.00
009607		AMERICAN REPUBLIC CORP INSURAN							
	I-25-001707	CLAIM REFUND	R	4/06/2026	125.71		255240		125.71
					*** VENDOR TOTALS ***		1 CHECKS		125.71
002676		ANIMAL RESCUE LEAGUE							
	I-INV0319	FEB ANIMAL SERVICES-PD	E	4/08/2026	1,000.00		013962		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
008687		ANKENY AMERICAN LEGION POST 42							
	I-207-WMR-26	FLAGS - PRSC	R	4/06/2026	321.41		255241		321.41
					*** VENDOR TOTALS ***		1 CHECKS		321.41
011996		ANKENY HARDWARE STORE LLC							
	I-1214883	STIHL/SIL SEALANT - PKS	E	4/08/2026	115.98		014014		
	I-1215227	HILLMAN - OC	E	4/08/2026	11.92		014014		
	I-1215310	TOILET FLAPPER - PW	E	4/08/2026	8.98		014014		
	I-1215605	BATTERIES - OCM	E	4/08/2026	10.99		014014		
	I-1215681	HILLMAN - PRSC	E	4/08/2026	7.80		014014		
	I-1215695	SCREWDRIVER/LEDBULB -PKS	E	4/08/2026	19.99		014014		
	I-1215790	JACK HAMMER RNTL PW	E	4/08/2026	100.00		014014		
	I-1215810	BLUE MED DUTY TARP PW	E	4/08/2026	8.99		014014		284.65
					*** VENDOR TOTALS ***		1 CHECKS		284.65
004201		TSJM TOWING SERVICE LLC							
	I-26-73011	TOW 3/7/26 JEEP WRANG-PD	R	4/06/2026	104.00		255242		
	I-26-73162	3/16/26 TOWING '19 TACOMA-PD	R	4/06/2026	107.00		255242		
	I-26-73341	UNIT #84 TOWING	R	4/06/2026	55.00		255242		266.00
					*** VENDOR TOTALS ***		1 CHECKS		266.00
009326		RYAN ARENDSE							
	I-03/2026 MEALS	MEAL REIM 3/3/26-PD	E	4/08/2026	10.68		014047		10.68
					*** VENDOR TOTALS ***		1 CHECKS		10.68

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011955		MH LOGISTICS CORP							
	I-0065821-IN	REPAIR BULLDOG 60 SEALS-SWR	E	4/08/2026	589.30		014013		
	I-0065829-IN	BROOM GUTTER-STS CLEANING	E	4/08/2026	924.56		014013		1,513.86
					*** VENDOR TOTALS ***		1 CHECKS		1,513.86
000057		ARNOLD MOTOR SUPPLY LLP							
	I-15NN234060	WINDO SEALER, CLIP-SWR	E	4/08/2026	39.64		013931		
	I-15NV234620	TIES/TEE WRAP - PRSC	E	4/08/2026	159.84		013931		
	I-15NV234806	OIL FILTER -CG	E	4/08/2026	22.32		013931		
	I-15NV235018	UNIT #92 AIR FILTER	E	4/08/2026	11.88		013931		
	I-15NV235039	AIR FILTERS - CG	E	4/08/2026	35.72		013931		
	I-15NV235051	CABIN AIR FILTER -CG	E	4/08/2026	35.64		013931		
	I-15NV235134	UNIT #94 AIR FILTERS	E	4/08/2026	29.74		013931		
	I-15NV235145	UNIT #89 AIR/OIL FILTER	E	4/08/2026	17.60		013931		
	I-15NV235156	OIL FUEL FILTERS - CG	E	4/08/2026	190.14		013931		
	I-15NV235196	UNIT #226 PARTS	E	4/08/2026	30.32		013931		
	I-15NV235220	OIL FILTERS -CG	E	4/08/2026	17.30		013931		
	I-15NV235243	UNIT #99 OIL FILTER/ STABILIZE	E	4/08/2026	26.71		013931		
	I-15NV235244	UNIT #48 ENGINE /OIL FILTER	E	4/08/2026	17.60		013931		
	I-15NV235278	UNIT #78 AIR FILTER	E	4/08/2026	11.72		013931		
	I-15NV235419	TIE WRAP/CABLE ZIP TIE - PRSC	E	4/08/2026	62.46		013931		
	I-15NV235451	AIR FILTERS -CG	E	4/08/2026	49.81		013931		
	I-15NV235464	UNIT #910 AIR FILTER	E	4/08/2026	4.88		013931		
	I-15NV235549	UNIT #265 THROTTLE	E	4/08/2026	7.99		013931		
	I-15NV235580	CRBD BUR -PKS	E	4/08/2026	51.98		013931		
	I-15NV235646	UNIT #250 AIR FILTER	E	4/08/2026	12.75		013931		
	I-15NV235681	STOCK OIL FILTER - CG	E	4/08/2026	5.11		013931		
	I-15NV235804	OIL FILTERS STOCK - CG	E	4/08/2026	58.20		013931		
	I-15NV235833	PARTS - CG	E	4/08/2026	87.84		013931		
	I-15NV235858	BRK CLNR -PKS	E	4/08/2026	50.28		013931		
	I-15NV235961	OIL FILTERS - CG	E	4/08/2026	39.06		013931		1,076.53
					*** VENDOR TOTALS ***		1 CHECKS		1,076.53
012611		ARTS FOR THE CITY, INC							
	I-04/06/2026CLASS	4/6/26 CLASS -KL	E	4/08/2026	180.00		014030		
	I-26-FEB-AKPL	FEB 2026 ASAP PROGRAMS-KL	E	4/08/2026	480.00		014030		660.00
					*** VENDOR TOTALS ***		1 CHECKS		660.00
012092		ASCENDANCE TRUCKS LLC							
	I-XA301054617:01	UNIT #219 KEY CUTTING CHG	E	4/08/2026	44.64		014017		
	I-XA301055034:01	UNIT #121 SENSOR	E	4/08/2026	178.73		014017		
	I-XA301055176:01	UNIT #120 SENSOR	E	4/08/2026	702.52		014017		925.89
					*** VENDOR TOTALS ***		1 CHECKS		925.89

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000285		LUBE-TECH & PARTNERS LLC							
	I-4090220	EXHAUST FLUID - FD	E	4/08/2026	269.50		013936		269.50
					*** VENDOR TOTALS ***		1 CHECKS		269.50
002549		ATLANTIC BOTTLING COMPANY							
	I-1000029577	BEVERAGES FOR RESALE - OC	E	4/08/2026	172.40		013959		
	I-1000037445	BEVERAGES FOR RESALE - HAWKEYE	E	4/08/2026	969.25		013959		1,141.65
					*** VENDOR TOTALS ***		1 CHECKS		1,141.65
008024		AUREON COMMUNICATIONS LLC							
	I-20860065	3/1/2026-3/31/2026 STMT-IT	E	4/08/2026	2,327.50		013989		2,327.50
					*** VENDOR TOTALS ***		1 CHECKS		2,327.50
005864		JACOB BEACH							
	I-03/2026 CERT RENWL	EMS PARAMEDIC RENWL-FD	E	4/08/2026	25.00		014038		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
005950		BLACKSTONE AUDIO INC							
	I-2228333	MISC MULTI MEDIA-KL	R	4/06/2026	41.94		255243		41.94
					*** VENDOR TOTALS ***		1 CHECKS		41.94
002874		BLANK PARK ZOO & FOUNDATION							
	I-03/2026NATURECLUB	03/16/26 NATURE CLUB	R	4/06/2026	84.00		255244		84.00
					*** VENDOR TOTALS ***		1 CHECKS		84.00
007515		EFFLUENT INC							
	I-I13273	2/6/26 GREASE TRAP INSPCTN-ACC	E	4/08/2026	175.00		013986		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
009283		BOLTON & MENK, INC							
	I-0388964 #3	PAY 3-NW18 RECON-STATE/ASH	R	4/06/2026	40,243.50		255245		40,243.50
					*** VENDOR TOTALS ***		1 CHECKS		40,243.50
009487		BOOT BARN INC							
	I-INV00557127	WORKWEAR -C. HYLER	E	4/08/2026	140.00		014001		
	I-INV00580194	BOOTS J. CISNEROS-WTR	E	4/08/2026	134.99		014001		
	I-INV00580195	CARHART SHIRTS J. CISNEROS-WTR	E	4/08/2026	233.98		014001		508.97
					*** VENDOR TOTALS ***		1 CHECKS		508.97
005174		BOUND TREE MEDICAL LLC							
	I-86037651	SODIUM CHLORIDE -FD	R	4/06/2026	30.20		255246		
	I-86122417	SPLINTS- FD	R	4/06/2026	3,165.40		255246		
	I-86124093	EMS SUPPLIES - FD	R	4/06/2026	372.01		255246		
	I-86129201	EMS SUPPLIES - FD	R	4/06/2026	171.04		255246		
	I-86130830	EMS EQUIPMENT FD	R	4/06/2026	2,077.40		255246		
	I-86132377	EMS SUPPLIES FD	R	4/06/2026	1,131.46		255246		
	I-86135505	EMS SUPPLIES - FD	R	4/06/2026	56.01		255246		
	I-86140417	EMS SUPPLIES - FD	R	4/06/2026	3,082.97		255246		10,086.49
					*** VENDOR TOTALS ***		1 CHECKS		10,086.49

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012520		BRAVO GREATER DES MOINES INC							
	I-03/25/2026	FY26 HOTEL MOTEL TAX FEB 2026	R	4/06/2026	36,113.97		255247		36,113.97
					*** VENDOR TOTALS ***		1 CHECKS		36,113.97
000127		BRICK GENTRY PC							
	I-473964	02/2026 FIRE UNION NEGOTIAT-HR	E	4/08/2026	3,980.00		013932		
	I-473965	2/25/2026 STATEMENT 224.001	E	4/08/2026	3,000.00		013932		
	I-473970	2/25/2026 STATEMENT 224.093	E	4/08/2026	80.00		013932		7,060.00
					*** VENDOR TOTALS ***		1 CHECKS		7,060.00
012356		WYATT BROWN							
	I-03/2026 CERT RENWL	EMS PARAMEDIC RENWL-FD	E	4/08/2026	25.00		014054		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
008738		BULB GUY LIGHTING							
	I-24799	BULBS - FD	E	4/08/2026	232.60		013992		
	I-24928	BULBS - PW	E	4/08/2026	125.73		013992		358.33
					*** VENDOR TOTALS ***		1 CHECKS		358.33
004543		GREATER DES MOINES CONVENTION							
	I-24714	2025 ANNUAL CELEBRTN-T. SHAFER	E	4/08/2026	45.00		013971		
	I-25049	HOTEL/MOTEL TAX 3/26 FEB COL	E	4/08/2026	36,113.97		013971		36,158.97
					*** VENDOR TOTALS ***		1 CHECKS		36,158.97
007320		CBT NUGGETS LLC							
	I-10382894	IT PRO YEARLY RENWL 3/26-3/27	R	4/06/2026	1,198.00		255248		1,198.00
					*** VENDOR TOTALS ***		1 CHECKS		1,198.00
005278		CDW GOVERNMENT							
	I-AI49U3X	ADOBE ACROBAT LICENS CLERK-IT	E	4/08/2026	112.00		013980		112.00
					*** VENDOR TOTALS ***		1 CHECKS		112.00
008999		CHRISTIAN PRINTERS INC							
	I-32506	SPRING GUIDE 2026-COMM	E	4/08/2026	13,406.00		013994		13,406.00
					*** VENDOR TOTALS ***		1 CHECKS		13,406.00
000211		GALE							
	I-99102499138	MISC BOOKS-KL	E	4/08/2026	156.69		013933		
	I-999102232726	MISC BOOKS-KL	E	4/08/2026	62.97		013933		
	I-999102486235	MISC BOOKS-KL	E	4/08/2026	227.92		013933		
	I-999102489587	MISC BOOKS-KL	E	4/08/2026	254.91		013933		
	I-999102489588	MISC BOOKS-KL	E	4/08/2026	176.19		013933		
	I-999102497034	MISC BOOKS-KL	E	4/08/2026	27.74		013933		
	I-999102505587	MISC BOOKS-KL	E	4/08/2026	101.96		013933		
	I-999102505589	MISC BOOKS-KL	E	4/08/2026	78.72		013933		
	I-999102532717	MISC BOOKS - KL	E	4/08/2026	28.49		013933		
	I-999102532719	MISC BOOKS-KL	E	4/08/2026	28.49		013933		
	I-999102532721	MISC BOOKS-KL	E	4/08/2026	52.48		013933		

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	I-999102532722	MISC BOOKS-KL	E	4/08/2026	74.22		013933		
	I-999102532724	MISC BOOKS-KL	E	4/08/2026	74.22		013933		
	I-999102532725	MISC BOOKS-KL	E	4/08/2026	83.22		013933		
	I-999102532728	MISC BOOKS-KL	E	4/08/2026	54.73		013933		
	I-999102534711	MISC BOOKS-KL	E	4/08/2026	49.48		013933		
	I-999102550381	MISC BOOKS-KL	E	4/08/2026	100.50		013933		
	I-999102555891	MISC BOOKS-KL	E	4/08/2026	87.72		013933		
	I-999102555892	MISC BOOKS-KL	E	4/08/2026	59.23		013933		
	I-999102560478	MISC BOOKS-KL	E	4/08/2026	26.99		013933		1,806.87
					*** VENDOR TOTALS ***		1 CHECKS		1,806.87
004613		CENTRAL IOWA DISTRIBUTING							
	I-01024604	GARBAGE BAGS-PRSC	E	4/08/2026	3,092.00		013973		
	I-313137	TOILET PAPER-PRSC	E	4/08/2026	1,880.00		013973		4,972.00
					*** VENDOR TOTALS ***		1 CHECKS		4,972.00
004635		CENTRAL IOWA OFFICIALS LLC							
	I-SPRING2026-SB	SPRING 2026 SOFTBALL OFFICIALS	R	4/06/2026	4,960.00		255249		4,960.00
					*** VENDOR TOTALS ***		1 CHECKS		4,960.00
003072		QWEST CORPORATION							
	I-03/04/2026	03/2026 STATEMENT TRAFFIC	E	4/08/2026	101.99		013966		101.99
					*** VENDOR TOTALS ***		1 CHECKS		101.99
011576		CINTAS CORPORATION							
	I-4261353309	MOPS/UNIFORMS-WTR	R	4/06/2026	201.25		255250		
	I-4261353320	MATS/UNIFORMS PW/TRFC/STRMWTR	R	4/06/2026	469.63		255250		
	I-4261961758	MOPS/UNIFORMS-SWR	R	4/06/2026	173.24		255250		
	I-4262150052	MAT/UNIFORM RENTALS - OCM	R	4/06/2026	78.08		255250		
	I-4262155109	MOPS/UNIFORMS-WTR	R	4/06/2026	201.25		255250		
	I-4262155197	MATS/UNIFORMS -STS/CG/TRFC	R	4/06/2026	469.63		255250		
	I-4262759756	MOPS/UNIFORMS-SWR	R	4/06/2026	173.24		255250		
	I-4262867716	UNIFORM RENTALS - OCM	R	4/06/2026	73.92		255250		
	I-4262872042	MOPS/UNIFORMS-WTR	R	4/06/2026	201.25		255250		
	I-4262872115	MATS/UNIFORMS STS/TRFC/CG	R	4/06/2026	469.63		255250		
	I-4262872254	MATS/UNIFORMS - PKS	R	4/06/2026	115.80		255250		
	I-4263536224	MOPS & UNIFORMS-SWR	R	4/06/2026	186.74		255250		
	I-4263705432	MAT/UNIFORM RENTALS -OCM	R	4/06/2026	83.51		255250		
	I-4263710249	MOPS & UNIFORMS-WTR	R	4/06/2026	201.25		255250		
	I-4263710501	MAT/UNIFORMS - PK MNT	R	4/06/2026	115.80		255250		
	I-4263786120	MAT RENTALS - KL	R	4/06/2026	209.86		255250		
	I-4264401875	BANQUET SUPPLY RENTALS-OC	R	4/06/2026	115.90		255250		3,539.98
					*** VENDOR TOTALS ***		1 CHECKS		3,539.98

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011409		CM2 SUPPLY							
	I-0000468053	BEVERAGES FOR RESALE - OC	E	4/08/2026	41.80		014006		41.80
					*** VENDOR TOTALS ***		1 CHECKS		41.80
000614		CONFLUENCE INC							
	I-34015 #1	PAY 1 - CANYON CREEK PARK	R	4/06/2026	7,410.00		255251		7,410.00
					*** VENDOR TOTALS ***		1 CHECKS		7,410.00
002559		CONSUMERS ENERGY							
	I-02/02/26-03/01/26	03/09/2026 STATEMENT	E	4/08/2026	2,805.71		013960		2,805.71
					*** VENDOR TOTALS ***		1 CHECKS		2,805.71
009121		CONTRACTOR SOLUTIONS							
	I-1-574617	6" DEAD TEST PLUG-SWR	R	4/06/2026	112.22		255252		112.22
					*** VENDOR TOTALS ***		1 CHECKS		112.22
000595		CORE & MAIN LP							
	I-INV0027087	8" UNDERGND TEST BALL-SWR	R	4/06/2026	449.84		255253		449.84
					*** VENDOR TOTALS ***		1 CHECKS		449.84
001654		CUMMINS, INC							
	I-J4-260299745	INSPECTION - PSB	E	4/08/2026	307.63		013949		
	I-J4-260299756	INSPECTION - CH	E	4/08/2026	307.63		013949		
	I-J4-260299757	INSPECTION - OC	E	4/08/2026	579.52		013949		
	I-J4-260299759	INSPECTION FS#3	E	4/08/2026	307.63		013949		
	I-J4-260299791	INSPECTION -WW	E	4/08/2026	377.74		013949		
	I-J4-260299792	INSPECTION WTR	E	4/08/2026	309.77		013949		
	I-J4-260299793	INSPECTION FS2	E	4/08/2026	307.63		013949		
	I-J4-260299800	INSPECTION FS1	E	4/08/2026	239.66		013949		
	I-J4-260299808	INSPECTION - PD	E	4/08/2026	307.63		013949		
	I-J4-260299827	INSPECTION - WTR GEN IRVNDLE	E	4/08/2026	307.63		013949		
	I-J4-260299829	INSPECTION FS#1	E	4/08/2026	307.63		013949		
	I-J4-260299947	INSPECTION - PW	E	4/08/2026	307.63		013949		
	I-J4-260299948	INSPECTION-WTR MAGAZINE	E	4/08/2026	307.63		013949		4,275.36
					*** VENDOR TOTALS ***		1 CHECKS		4,275.36
007254		CUTTER & BUCK							
	I-0099490611	UNIFORMS -P&R	R	4/06/2026	332.23		255254		
	I-0099490612	UNIFORMS P&R	R	4/06/2026	74.11		255254		
	I-0099497169	UNIFORMS - OC	R	4/06/2026	181.92		255254		588.26
					*** VENDOR TOTALS ***		1 CHECKS		588.26
000146		CENTURY HOMES CO							
	I-98612IN	FERTILIZER - PKS	R	4/06/2026	9,113.00		255255		
	I-98915IN	PREEMERGENT-PRSC	R	4/06/2026	3,150.00		255255		
	I-98916IN	STARTER FERTILIZER-PRSC	R	4/06/2026	1,120.00		255255		
	I-98917IN	CHALK-PRSC	R	4/06/2026	1,080.80		255255		14,463.80
					*** VENDOR TOTALS ***		1 CHECKS		14,463.80

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001003		ED DANIELS							
	I-127734	FILTERS - ACC	E	4/08/2026	400.76		013947		
	I-127735	FILTERS -FS1	E	4/08/2026	207.67		013947		
	I-127736	FILTERS FS#3	E	4/08/2026	65.24		013947		
	I-127737	FILTERS - CH	E	4/08/2026	189.10		013947		862.77
					*** VENDOR TOTALS ***		1 CHECKS		862.77
003099		DELL MARKETING L P							
	I-10866444170	DELL SERVER ORDER-IT	E	4/08/2026	28,692.27		013967		28,692.27
					*** VENDOR TOTALS ***		1 CHECKS		28,692.27
002731		TREASURER OF THE STATE OF IOWA							
	I-002731	RANGE RENTAL 2/27/26-PD	R	4/06/2026	150.00		255256		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
000758		DES MOINES IRON & SUPPLY CO							
	I-1904701588	BLADE SAWS/WHEEL - PKS	R	4/06/2026	86.16		255257		86.16
					*** VENDOR TOTALS ***		1 CHECKS		86.16
012363		T. SCOTT ENTERPRISES, LLC							
	I-17664	BANNER PRINTING - P&R	E	4/08/2026	522.00		014023		522.00
					*** VENDOR TOTALS ***		1 CHECKS		522.00
000700		DES MOINES STAMP MFG CO							
	I-1259783	NOTARY STAMP J CUSACK-PD	E	4/08/2026	34.00		013944		34.00
					*** VENDOR TOTALS ***		1 CHECKS		34.00
000606		DES MOINES STEEL FENCE CO INC							
	I-66422	SOFTBALL NET INSTALLATION	R	4/06/2026	3,400.00		255258		3,400.00
					*** VENDOR TOTALS ***		1 CHECKS		3,400.00
012080		DES MOINES WATER WORKS - CIWW							
	I-000156 3/23/2026	Q4 2025 BOOSTER STATION-WTR	R	4/06/2026	38,156.69		255259		
	I-000186 1/31/2026	LAB FEE ANLY 11/7-12/31/25-WTR	R	4/06/2026	6,595.00		255259		
	I-000186 2/28/2026	LAB ANALYSIS & ANNEXATION-WTR	R	4/06/2026	52,435.00		255259		
	I-005039 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	136,111.69		255259		
	I-005040 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	91,504.55		255259		
	I-084793 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	78,603.95		255259		
	I-099890 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	93,884.57		255259		
	I-101656 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	76,868.33		255259		
	I-105134 3/2/2026	3/2/2026 STATEMENT CIWW-WTR	R	4/06/2026	226,232.00		255259		800,391.78
					*** VENDOR TOTALS ***		1 CHECKS		800,391.78

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001327		GL ANKENY LLC							
	I-171760	RADIATOR -CG	R	4/06/2026	433.75		255260		433.75
					*** VENDOR TOTALS ***		1 CHECKS		433.75
001840		KEVIN DITSWORTH							
	I-03/19/2026 MEAL	3/19/26 TRAVEL MEAL REIM-PD	E	4/08/2026	23.78		014034		
	I-3/2026 MEAL REIM	3/12/26 MEAL DETECT CASE FU-PD	E	4/08/2026	23.78		014034		47.56
					*** VENDOR TOTALS ***		1 CHECKS		47.56
012565		DOCUSHARE LLC							
	I-INV07205	DOCUSHARE DS CAL-IT	E	4/08/2026	186.57		014028		186.57
					*** VENDOR TOTALS ***		1 CHECKS		186.57
004568		DOLL DISTRIBUTING LLC							
	I-1987821	ALCOHOL FOR RESALE-OC	E	4/08/2026	1,355.15		013972		
	I-1991053	ALCOHOL FOR RESALE - HAWKEYE	E	4/08/2026	582.00		013972		1,937.15
					*** VENDOR TOTALS ***		1 CHECKS		1,937.15
010726		PAUL A DRAKE							
	I-5490	NAME PLATE ELENTI - MU	E	4/08/2026	12.50		014005		12.50
					*** VENDOR TOTALS ***		1 CHECKS		12.50
011705		DAKOTA SUPPLY GROUP							
	I-S105458980.002	AERVOE BLUE SPRAY PAINT-WTR	E	4/08/2026	302.72		014010		
	I-S105458980.003	AERVOE BLUE SPRAY PAINT-WTR	E	4/08/2026	605.45		014010		908.17
					*** VENDOR TOTALS ***		1 CHECKS		908.17
005529		DUNLOP COMPANY INC							
	I-8865103 SO	SPECIAL ORDER MERCH -OC	R	4/06/2026	625.46		255261		625.46
					*** VENDOR TOTALS ***		1 CHECKS		625.46
002155		EASY PICKER GOLF PRODUCTS INC							
	I-0229639-IN-A	OVERAGE PO	E	4/08/2026	277.26		013955		
	I-0229639-IN-B	PIN PAD-OC	E	4/08/2026	1,350.00		013955		1,627.26
					*** VENDOR TOTALS ***		1 CHECKS		1,627.26
004845		MAKAI ECHER							
	I-03/2026 FITNESS	WALKING VIBR PAD FITNESS-PD	E	4/08/2026	116.59		014035		116.59
					*** VENDOR TOTALS ***		1 CHECKS		116.59
012275		EMS MANAGEMENT & CONSULTANTS,							
	I-EMS-023630	02/2026 COLLECTIONS	R	4/06/2026	7,441.75		255262		7,441.75
					*** VENDOR TOTALS ***		1 CHECKS		7,441.75

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005719		JAMIE ERIE							
	I-03/2026 MEALS	MEAL REIM 3/17-18/26-PD	E	4/08/2026	35.50		014037		
	I-3/2026 MEAL REIM	3/12/26 MEAL DETECT CASE FU-PD	E	4/08/2026	21.59		014037		57.09
					*** VENDOR TOTALS ***		1 CHECKS		57.09
005478		EXCEL MECHANICAL COMPANY INC							
	I-191247	ROOF DRAIN REPAIR -PD	E	4/08/2026	387.00		013981		
	I-191249	SHOOTING RANGE REPAIRS-PD	E	4/08/2026	344.00		013981		731.00
					*** VENDOR TOTALS ***		1 CHECKS		731.00
000049		FACTORY MOTOR PARTS COMPANY							
	I-40-2320271	UNIT #94 PARTS	R	4/06/2026	362.04		255263		
	I-40-2321136	UNIT #265 SENSOR	R	4/06/2026	76.60		255263		
	I-40-2321178	UNIT #910 PARTS	R	4/06/2026	178.08		255263		
	I-40-2321247	UNIT #74 PARTS	R	4/06/2026	340.24		255263		
	I-40-2321530	STOCK PARTS - CG	R	4/06/2026	400.02		255263		
	I-40-2322203	UNIT #935 PARTS	R	4/06/2026	188.13		255263		1,545.11
					*** VENDOR TOTALS ***		1 CHECKS		1,545.11
002285		FASTENAL COMPANY							
	I-IADES466360	FASTENERS - TRFC	E	4/08/2026	177.05		013956		
	I-IADES466607	HEX SCREWS DELAW PUMP-WTR	E	4/08/2026	48.00		013956		
	I-IADES466629	CUTTER -PKS	E	4/08/2026	73.30		013956		
	I-IADES466707	CAP SCREWS DELAW PUMP- WTR	E	4/08/2026	94.00		013956		
	I-IADES466839	S/S HCS SUPPLIES-WTR	E	4/08/2026	58.77		013956		
	I-IADES466876	T ROD-WTR	E	4/08/2026	8.30		013956		459.42
					*** VENDOR TOTALS ***		1 CHECKS		459.42
000197		FEDERAL EXPRESS CORPORATION							
	I-9-218-32584	SHIPPING - OC	R	4/06/2026	11.00		255264		
	I-9-237-90511	SHIPPING - OC	R	4/06/2026	11.30		255264		22.30
					*** VENDOR TOTALS ***		1 CHECKS		22.30
006262		FFA ENRICHMENT CENTER							
	I-14904	FAC RNTL AWARDS LUNCH 1/8/26	R	4/06/2026	1,365.00		255265		1,365.00
					*** VENDOR TOTALS ***		1 CHECKS		1,365.00
011600		FINE PROPERTIES LLC							
	C-1034 CREDIT	CR: CAR WASH OVERCHARGE TT	E	4/08/2026	18.00CR		014009		
	I-1035	01/31/26-02/28/26 CAR WASHES	E	4/08/2026	450.00		014009		432.00
					*** VENDOR TOTALS ***		1 CHECKS		432.00
007648		DAIOHS USA INC							
	I-MN-1102847	COFFEE SERVICES PW	E	4/08/2026	117.62		013987		
	I-MN-1156411	COFFEE-CH	E	4/08/2026	122.66		013987		240.28
					*** VENDOR TOTALS ***		1 CHECKS		240.28

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012495		TASHIA FOSTER							
	I-03/2026 FITNESS	SMART WALKING PAD-PD	E	4/08/2026	121.37		014055		121.37
					*** VENDOR TOTALS ***		1 CHECKS		121.37
002078		FOTH & VAN DYKE LLC							
	I-102690 #21	PAY 21-W 1ST ST IMP-PHASE 2	R	4/06/2026	16,887.50		255266		16,887.50
					*** VENDOR TOTALS ***		1 CHECKS		16,887.50
011998		GALLS PARENT HOLDINGS, LLC							
	C-034243007	CR: UNIFORMS -FD	E	4/08/2026	70.89CR		014015		
	I-034100758	LISTER PARK-PD	E	4/08/2026	323.96		014015		
	I-034230825	UNIFORMS - FD	E	4/08/2026	98.84		014015		
	I-034260988	#52 BALLISTIC VEST	E	4/08/2026	314.99		014015		
	I-034273600	TWEDT UNIFORM	E	4/08/2026	47.44		014015		
	I-034273615	SHOES - FD	E	4/08/2026	81.26		014015		
	I-034420487	UNIFORMS - FD	E	4/08/2026	86.30		014015		881.90
					*** VENDOR TOTALS ***		1 CHECKS		881.90
002365		GAMETIME							
	I-INV-00102175	PLAYGROUND EQUIPMENT - PKS	R	4/06/2026	67.75		255267		67.75
					*** VENDOR TOTALS ***		1 CHECKS		67.75
008445		WHITNEY R GARCIA							
	I-03/2026 MILEAGE	MILEAGE FEB-MARCH-ACC	E	4/08/2026	39.59		014042		39.59
					*** VENDOR TOTALS ***		1 CHECKS		39.59
004643		DEBRA L GERVAIS							
	I-03/2026 FITNESS	MARCH FITNESS ATTENDANCE	E	4/08/2026	18.00		013974		18.00
					*** VENDOR TOTALS ***		1 CHECKS		18.00
000227		GRAINGER							
	I-9/46659655	BRACKETS - PRSC	E	4/08/2026	30.55		013934		
	I-9839983872	CABLE, GASKET MAKER-SWR	E	4/08/2026	118.85		013934		
	I-9841291850	PARK LTS PHOTO CELL PKS	E	4/08/2026	346.90		013934		
	I-9841546709	CABLE TIES-WTR	E	4/08/2026	165.08		013934		
	I-9841546725	FLOOR BOX PVC -PW	E	4/08/2026	225.30		013934		
	I-9842117476	VALVE - PRSC	E	4/08/2026	64.26		013934		
	I-9843717738	FLOOR BOX COVER - PW	E	4/08/2026	280.78		013934		1,231.72
					*** VENDOR TOTALS ***		1 CHECKS		1,231.72
008737		TRAVIS GRANDGEORGE							
	I-3/2026 MEAL REIM	3/4/26 SERT MEAL REIM-PD	R	4/06/2026	32.32		255268		32.32
					*** VENDOR TOTALS ***		1 CHECKS		32.32

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006348		GRAZIANO BROTHERS INC							
	I-271651	FOOD FOR RESALE - OC	E	4/08/2026	282.70		013984		282.70
					*** VENDOR TOTALS ***		1 CHECKS		282.70
010743		GREENS APPLIANCE							
	I-166096919	REPAIRS -FS3	R	4/06/2026	391.00		255269		
	I-166141947	REPAIR REFRIG WATER PLNT-SWR	R	4/06/2026	339.00		255269		730.00
					*** VENDOR TOTALS ***		1 CHECKS		730.00
005159		JOHN GUZMAN III							
	I-03/26 PARA RECERT	PARAMEDIC RECERT 2/21/26-FD	E	4/08/2026	25.00		014036		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
005993		HANDLEY LAW FIRM							
	I-02/28/2026	SEPT 2025 SERVICES-PD	E	4/08/2026	17,510.00		013983		17,510.00
					*** VENDOR TOTALS ***		1 CHECKS		17,510.00
012323		HARRISON INGHAM							
	I-6/12/25 BEATS RI	6/12/25 BEATS AND EATS RE-ISS	R	4/06/2026	300.00		255270		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
001978		HAWKINS INC							
	I-7357305	AZONE 15 BULK PO-MU	E	4/08/2026	873.10		013952		
	I-7366399	AZONE 15 CHEMICALS-WTR	E	4/08/2026	457.30		013952		1,330.40
					*** VENDOR TOTALS ***		1 CHECKS		1,330.40
011608		HD SUPPLY FORMERLY HOME DEPOT							
	I-0882642523	CONFERENCE ROOM ELECTRIC-CH	R	4/06/2026	94.94		255271		94.94
					*** VENDOR TOTALS ***		1 CHECKS		94.94
003452		HDR ENGINEERING INC							
	I-1200805503 #4	PAY 4-NW STATE IMP/1ST-18TH	R	4/06/2026	27,313.20		255272		27,313.20
					*** VENDOR TOTALS ***		1 CHECKS		27,313.20
012625		UNIFIED DOOR COMPANIES LLC							
	I-252007	DOOR REPAIRS - PW	R	4/06/2026	650.00		255273		650.00
					*** VENDOR TOTALS ***		1 CHECKS		650.00
012554		TELLE TIRE IOWA LLC							
	I-607004385	UNIT #810 PARTS	E	4/08/2026	98.54		014026		98.54
					*** VENDOR TOTALS ***		1 CHECKS		98.54
008805		RYAN HOWE							
	I-03/2026 TRAVEL	SRO-NASRO 3/2026 MEAL REIM-PD	R	4/06/2026	64.57		255274		
	I-3/2026 MEAL REIM	STACCATO INST TRN 3/26 MEAL-PD	R	4/06/2026	22.55		255274		87.12
					*** VENDOR TOTALS ***		1 CHECKS		87.12

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004196		HYDRAQUIP							
	I-79469	#240 WING MOTOR	R	4/06/2026	2,041.10		255275		2,041.10
					*** VENDOR TOTALS ***		1 CHECKS		2,041.10
000253		HY-VEE INC							
	I-02/16/2026 PW-RI	SNOW PLOW DINNER-PW	R	4/06/2026	281.26		255276		
	I-03/16/2026 PW	SNOWSTORM MEAL - PW	R	4/06/2026	260.72		255276		
	I-2/23/2026 PW - RI	BREAK ROOM SUPPLIES-PW	R	4/06/2026	100.47		255276		642.45
					*** VENDOR TOTALS ***		1 CHECKS		642.45
012246		INGRAM LIBRARY SERVICES LLC							
	I-94995819	BLANKET MISC BOOKS-KL	E	4/08/2026	252.93		014019		
	I-95102876	BLANKET MISC BOOKS-KL	E	4/08/2026	1,669.53		014019		
	I-95116959	BLANKET MISC BOOKS-KL	E	4/08/2026	519.54		014019		
	I-95135550	BLANKET MISC BOOKS	E	4/08/2026	202.86		014019		
	I-95135551	BLANKET MISC BOOKS-KL	E	4/08/2026	39.46		014019		
	I-95167212	BLANKET MISC BOOKS-KL	E	4/08/2026	173.89		014019		
	I-95234054	BLANKET PO MISC BOOKS-KL	E	4/08/2026	1,173.13		014019		
	I-95264714	BLANKET PO MISC BOOKS-KL	E	4/08/2026	46.44		014019		
	I-95264715	BLANKET MISC PO BOOKS-KL	E	4/08/2026	19.92		014019		
	I-95279753	BLANKET PO MISC BOOKS-KL	E	4/08/2026	578.17		014019		
	I-95324714	BLANKET PO MISC BOOKS-KL	E	4/08/2026	292.00		014019		
	I-95340913	BLANKET PO MISC BOOKS-KL	E	4/08/2026	48.06		014019		
	I-95361720	MISC BOOKS-KL	E	4/08/2026	58.44		014019		
	I-95361721	BLANKET PO MISC BOOKS-KL	E	4/08/2026	850.63		014019		
	I-95377449	BLANKET PO MISC BOOKS-KL	E	4/08/2026	62.47		014019		
	I-95377450	BLANKET PO MISC BOOKS-KL	E	4/08/2026	267.98		014019		
	I-95433919	BLANKET PO MISC BOOKS-KL	E	4/08/2026	87.76		014019		
	I-95491875	Ingram orders MISC BOOKS-KL	E	4/08/2026	245.50		014019		6,588.71
					*** VENDOR TOTALS ***		1 CHECKS		6,588.71
003820		IOWA CHAPTER OF IAPMO							
	I-FY26 DUES-CL	2026 IAPMO DUES -C LARSEN	R	4/06/2026	30.00		255277		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
000155		IOWA DEPARTMENT OF PUBLIC SAFE							
	I-3055	01/26-03/26 IOWA SYSTEMS-PD	R	4/06/2026	3,531.00		255278		3,531.00
					*** VENDOR TOTALS ***		1 CHECKS		3,531.00
006315		IOWA DEPT OF INSPECTIONS & APP							
	I-FY26FOODLCNSE PRAC	2026 FOOD LICENSE RENEWAL PRAC	D	3/24/2026	150.00		003003		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00

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011992		IOWA DEPT OF INSPECTIONS APPEA							
	I-362073	PERMT#15441 OP/INSPECT 3/26-KL	R	4/06/2026	225.00		255279		
	I-362074	PERMT#15442 OP/INSPECT 3/26-KL	R	4/06/2026	225.00		255279		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0032086	SANDBLASTING/CALIBRATN - ENG	R	4/06/2026	270.00		255280		270.00
					*** VENDOR TOTALS ***		1 CHECKS		270.00
003226		IOWA ONE CALL							
	I-279766	IOWA ONE CALL FTP JAN 2026-WTR	E	4/08/2026	341.10		013968		
	I-279831	01/31/2026 EMAIL SERVICES	E	4/08/2026	51.30		013968		392.40
					*** VENDOR TOTALS ***		1 CHECKS		392.40
009161		CAMPBELL SUPPLY COMPANY							
	I-INV-00043407	UNIT #740 BRACKET	E	4/08/2026	49.76		013996		49.76
					*** VENDOR TOTALS ***		1 CHECKS		49.76
000272		IOWA PRISON INDUSTRIES							
	I-305045	MISC SIGNS - PKS	R	4/06/2026	103.80		255281		103.80
					*** VENDOR TOTALS ***		1 CHECKS		103.80
006326		JOHNSON BROTHERS OF IOWA							
	I-2307091	ALCOHOL FOR RESALE - HAWKEYE	R	4/06/2026	662.40		255282		662.40
					*** VENDOR TOTALS ***		1 CHECKS		662.40
011579		BRANDT JOHNSON							
	I-03/2026 MILEAGE	IDOT MILEAGE FEB/MAR REIM-CM	E	4/08/2026	14.50		014050		14.50
					*** VENDOR TOTALS ***		1 CHECKS		14.50
000292		KARL CHEVROLET INC							
	C-413307DUPLICATE	CR: DUPLICATE PMT INV413307	E	4/08/2026	46.87CR		013937		
	C-CM444456	CR: UNIT #114 PARTS	E	4/08/2026	354.16CR		013937		
	C-CM444456-1	CR: UNIT #114 PARTS	E	4/08/2026	308.75CR		013937		
	C-CM444456-2	CR: UNIT #114 PARTS	E	4/08/2026	22.41CR		013937		
	C-CM444859	CR: UNIT #114 PARTS	E	4/08/2026	10.11CR		013937		
	C-CM446427	CR: UNIT #114 PARTS	E	4/08/2026	305.73CR		013937		
	I-413307-1	UNIT #304 PARTS	E	4/08/2026	59.86		013937		
	I-444456	#114 TURBO PARTS	E	4/08/2026	2,944.47		013937		
	I-444456-1	UNIT #114 PARTS	E	4/08/2026	990.29		013937		
	I-444456-2	UNIT #114 HOSE	E	4/08/2026	22.41		013937		
	I-444457	SWITCH PD	E	4/08/2026	61.09		013937		
	I-444859	UNIT #114 GASKET/CAP/TANK	E	4/08/2026	368.16		013937		
	I-445264	UNIT #114 GSKT/STUDS	E	4/08/2026	121.62		013937		
	I-445314	UNIT #114 BOLTS/TUBE	E	4/08/2026	145.50		013937		
	I-445352	UNIT #114 GASKET/MANIFOLD	E	4/08/2026	296.01		013937		
	I-445631	UNIT #114 PIPE	E	4/08/2026	69.44		013937		
	I-445761	UNIT #114 RINGS	E	4/08/2026	86.08		013937		

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	I-446030	UNIT #114 HOSE	E	4/08/2026	181.22		013937		
	I-446427	UNIT #114 CONDENSER KIT ACCUM	E	4/08/2026	317.61		013937		
	I-CVCB625987	UNIT 609 REPAIRS	E	4/08/2026	1,545.20		013937		
	I-CVCB627438	UNIT #67 REPAIRS-PD	E	4/08/2026	2,622.20		013937		8,783.13
					*** VENDOR TOTALS ***		1 CHECKS		8,783.13
012436		KEG 1 IOWA, LLC							
	I-W-5687677	ALCOHOL FOR RESALE - OC	E	4/08/2026	692.80		014024		
	I-W-5693010	ALCOHOL FOR RESALE - HWKEYE	E	4/08/2026	794.61		014024		
	I-W-5702226	ALCOHOL FOR RESALE - OC	E	4/08/2026	326.60		014024		1,814.01
					*** VENDOR TOTALS ***		1 CHECKS		1,814.01
011489		KWP, LLC							
	I-19151	WOODSTAKES/LATHE - PW	E	4/08/2026	957.00		014008		957.00
					*** VENDOR TOTALS ***		1 CHECKS		957.00
012000		KEY COOPERATIVE							
	I-90000220	2/20/26 UNLEADED/DYED	E	4/08/2026	19,804.70		014016		
	I-90000246	3/24/26 UNLEADED/DYED	E	4/08/2026	25,397.76		014016		
	I-95003974	3/11/26 UNLEADED - PRSC	E	4/08/2026	296.52		014016		
	I-95004357	3/23/26 RFM DYED - PRSC	E	4/08/2026	340.38		014016		
	I-95004358	3/23/26 RFM DYED -PRSC	E	4/08/2026	150.72		014016		45,990.08
					*** VENDOR TOTALS ***		1 CHECKS		45,990.08
009201		KIESLER POLICE SUPPLY INC							
	I-IN277358	DUTY BELTS-PD	E	4/08/2026	124.18		013997		124.18
					*** VENDOR TOTALS ***		1 CHECKS		124.18
005189		KULLY SUPPLY INC							
	I-700225	FLUSHVALVE - KL	E	4/08/2026	209.45		013979		
	I-700497	URINAL PARTS - KL	E	4/08/2026	360.06		013979		569.51
					*** VENDOR TOTALS ***		1 CHECKS		569.51
011848		DLF USA INC							
	I-SI-2626505	SUN & SHADE MIX-WTR	E	4/08/2026	454.50		014012		454.50
					*** VENDOR TOTALS ***		1 CHECKS		454.50
011480		BRADY LANGGAARD							
	I-3/2026 BOOTS	SHOE REIM ALTRA 3/8/26-FD	E	4/08/2026	124.02		014049		124.02
					*** VENDOR TOTALS ***		1 CHECKS		124.02
008273		LEMAR INDUSTRIES							
	I-1107447	PARTS - OC	E	4/08/2026	41.80		013991		41.80
					*** VENDOR TOTALS ***		1 CHECKS		41.80

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009465		LIBERTY HOLDINGS INC							
	I-261787	3/9/26 CONCRETE PW	R	4/06/2026	1,436.50		255283		
	I-261824	3/10 CONCRETE PW	R	4/06/2026	1,436.50		255283		2,873.00
					*** VENDOR TOTALS ***		1 CHECKS		2,873.00
009618		LIBRARY IDEAS, LLC							
	I-125356	MISC BOOKS-KL	R	4/06/2026	338.10		255284		
	I-125815	Vox quarterly BOOK order - KL	R	4/06/2026	1,205.02		255284		
	I-126280	MISC BOOKS-KL	R	4/06/2026	58.52		255284		1,601.64
					*** VENDOR TOTALS ***		1 CHECKS		1,601.64
011610		QUINN LOPREATO							
	I-011610	FEB 2026 GYM ATTENDANCE	E	4/08/2026	16.05		014051		
	I-03/2026 FITNESS	03/2026 GYM ATTENDANCE FITNESS	E	4/08/2026	16.05		014051		32.10
					*** VENDOR TOTALS ***		1 CHECKS		32.10
012689		LOREN LORANG							
	I-3/2/2026 TRAINING	SRO COURSE MEAL REIM-PD	E	4/08/2026	14.93		014057		14.93
					*** VENDOR TOTALS ***		1 CHECKS		14.93
000470		LUMEN							
	I-776521823	03/2026 STM LOCKBOX-IT	E	4/08/2026	622.95		013941		622.95
					*** VENDOR TOTALS ***		1 CHECKS		622.95
009473		MACQUEEN EQUIPMENT, LLC							
	I-P07889	FACEPIECE REPAIRS - FD	E	4/08/2026	701.00		014000		701.00
					*** VENDOR TOTALS ***		1 CHECKS		701.00
010704		MAINSTAY SYSTEMS OF IOWA LLC							
	I-3278	IOWA SYS MTH MAINT 3 MTHS -PD	E	4/08/2026	237.00		014004		237.00
					*** VENDOR TOTALS ***		1 CHECKS		237.00
012173		MALWAREBYTES CORPORATE HOLDCO							
	I-IN100337402	THREATDOWN RENEWAL-IT	E	4/08/2026	14,608.30		014018		14,608.30
					*** VENDOR TOTALS ***		1 CHECKS		14,608.30
008131		MARTIN BROTHERS DISTRIBUTING C							
	I-2564045	FOOD FOR HAWKEYE	E	4/08/2026	1,108.72		013990		
	I-2564046	FOOD FOR HAWKEYE	E	4/08/2026	190.76		013990		1,299.48
					*** VENDOR TOTALS ***		1 CHECKS		1,299.48
001799		MARTIN MARIETTA MATERIALS, INC							
	I-48721586	ROCK 1"-WTR	R	4/06/2026	1,959.67		255285		1,959.67
					*** VENDOR TOTALS ***		1 CHECKS		1,959.67

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009346		MARY'S CLEANING CARE INC							
	I-36304	03/2026 CLEANING-CH	R	4/06/2026	887.00		255286		
	I-36305	MARCH 2026 CLEANINGS -FD	R	4/06/2026	410.00		255286		
	I-36307	03/2026 CLEANING-PW	R	4/06/2026	1,273.00		255286		
	I-36308	3/2026 CLEANING-PD	R	4/06/2026	3,091.00		255286		
	I-36309	03/2026 CLEANING -ACC	R	4/06/2026	1,760.50		255286		7,421.50
					*** VENDOR TOTALS ***		1 CHECKS		7,421.50
008663		TREVOR MCGRAW							
	I-3/2026 MEALS	ALERRT TRAINING MEAL REIM-PD	E	4/08/2026	103.44		014044		103.44
					*** VENDOR TOTALS ***		1 CHECKS		103.44
001671		MCC IOWA LLC							
	I-03/2026	4/1-4/30/26 DEDICATED INTERNET	R	4/06/2026	750.00		255287		750.00
					*** VENDOR TOTALS ***		1 CHECKS		750.00
002492		MELLEN & ASSOCIATES INC							
	I-039988	PUMP PARTS-WTR	E	4/08/2026	1,019.54		013958		1,019.54
					*** VENDOR TOTALS ***		1 CHECKS		1,019.54
004747		MENARDS							
	I-27311	PVC PIPES - PKS	E	4/08/2026	17.04		013975		
	I-29506	SAFETY GLASSES-TRFC	E	4/08/2026	7.99		013975		
	I-29843 02/26/26	MOUSE SNAP TRAPS - PW	E	4/08/2026	1.69		013975		
	I-29866	STRETCH WRAP - PW	E	4/08/2026	24.99		013975		
	I-30015	DELA PUMP STATION SUPPLY-WTR	E	4/08/2026	49.03		013975		
	I-30054	RATCH/EXT SET- PW	E	4/08/2026	35.96		013975		
	I-30072	GLUE -PW	E	4/08/2026	21.98		013975		
	I-30113	GLUE - PW	E	4/08/2026	31.96		013975		
	I-30122	TRUCKS 2.5 GAL DEF-SWR	E	4/08/2026	26.97		013975		
	I-30169	TRAILER HANGERS-SWR	E	4/08/2026	20.06		013975		
	I-30171	MICROWAVE, TOOLS-WTR	E	4/08/2026	671.96		013975		
	I-30255	DELAWARE STATION TOOLS-WTR	E	4/08/2026	32.22		013975		
	I-30258	SUPPLIES - PW	E	4/08/2026	18.84		013975		
	I-30271	SERVICE VAN TOOLS-WTR	E	4/08/2026	98.86		013975		
	I-30308	NIPPLE/BUSH/VALVE/TEE-PKS	E	4/08/2026	46.29		013975		
	I-30332	WOOD- PW	E	4/08/2026	67.64		013975		
	I-30351	CONCRT MIX DELA PUMP1-WTR	E	4/08/2026	17.92		013975		
	I-30357	TOILET BLT/FLANGE-MIRCLE PK RR	E	4/08/2026	54.92		013975		
	I-30371	WAX SEAL - MIRACLE PARK RR	E	4/08/2026	8.99		013975		
	I-30384	MORTAR, AIR GUAGE-SWR	E	4/08/2026	188.54		013975		
	I-30414	FLAPPER/WAX RING- PW	E	4/08/2026	14.79		013975		
	I-30421	TAPE/PIES/CABLE/MISC -PRSC	E	4/08/2026	406.28		013975		
	I-30513	MORTAR, FILM, CLEANER-SWR	E	4/08/2026	168.51		013975		
	I-30519	VAN NOZZLE, SHOP NOZZLE-SWR	E	4/08/2026	27.97		013975		
	I-30535	SAFETY GLASSES/HAMMER/GLV-TRFC	E	4/08/2026	61.92		013975		
	I-30543	HOSE CLAMP; ADAPT-SWR	E	4/08/2026	7.47		013975		
	I-30545	SHOP SUPPLIES PKS	E	4/08/2026	128.97		013975		

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	I-30576	CABLE TIES - CFAC	E	4/08/2026	18.81		013975		
	I-30608	PLAYGROUND REPAIR PARTS-PKS	E	4/08/2026	151.38		013975		
	I-30612	PIPE REPAIR PARTS -PRSC	E	4/08/2026	148.06		013975		
	I-30646	PIPE REPAIR SUPPLIES - PRSC	E	4/08/2026	173.48		013975		
	I-30647	CPLNG/TEE/BIT-PRSC	E	4/08/2026	52.13		013975		
	I-30752	PVC PIP, ELBOWS, ETC.-WTR	E	4/08/2026	7.87		013975		
	I-30756	SHOP CLEANING SUPPLY-WTR	E	4/08/2026	151.00		013975		
	I-30758	PNT/CYLINDER/BLADES -PKS	E	4/08/2026	39.90		013975		
	I-30761	ALUM/ZINC FLATHEA-PD	E	4/08/2026	9.17		013975		
	I-30765	PNT/ELECTAP/SCRWDRVR-TRFC	E	4/08/2026	320.27		013975		
	I-30873	DIAMOND CUP WHEEL - PKS	E	4/08/2026	35.94		013975		
	I-30920	BATTERIES/CLAMP/TAPE/PENL-PRSC	E	4/08/2026	111.44		013975		
	I-30921	NIPPLE/VALVE/ADAPTOR-HWKY	E	4/08/2026	31.34		013975		3,510.55
					*** VENDOR TOTALS ***		1 CHECKS		3,510.55
012645		LITHIA MBDM INC							
	I-214783	#741 ALTERNATOR	E	4/08/2026	7,311.19		014031		7,311.19
					*** VENDOR TOTALS ***		1 CHECKS		7,311.19
007664		MERCYONE ANKENY PHARMACY							
	I-03/13/2026	EMS SUPPLIES - FD	R	4/06/2026	863.45		255288		863.45
					*** VENDOR TOTALS ***		1 CHECKS		863.45
012256		MEREDITH AND KIDS DRAIN/SEWER							
	I-1315	3/6/26 HYDROJETTING PW	E	4/08/2026	450.00		014020		
	I-1316	3/17 HYDRO JETTING PW	E	4/08/2026	450.00		014020		
	I-1317	3/18 DRAIN JETTING -PW	E	4/08/2026	300.00		014020		
	I-1318	3/26 SEWER SNAKE-MU	E	4/08/2026	540.00		014020		1,740.00
					*** VENDOR TOTALS ***		1 CHECKS		1,740.00
001931		METRO WASTE AUTHORITY							
	I-70032333	MARCH 2026 MONTHLY CURB-IT FEE	E	4/08/2026	114,788.96		013951		114,788.96
					*** VENDOR TOTALS ***		1 CHECKS		114,788.96
000271		MIDAMERICAN ENERGY COMPANY							
	I-578022825	2/6-3/10/26 WATER TOWER-MU	E	4/08/2026	11.90		013935		
	I-FY26#10 1695158009	03/19/2026 STATEMENT	E	4/08/2026	113,057.38		013935		113,069.28
					*** VENDOR TOTALS ***		1 CHECKS		113,069.28
008616		MIDAMERICAN ENERGY COMPANY							
	I-MX: 3204864	INSTALL WTR TOWER NW IRVIN	R	4/06/2026	15,827.97		255289		15,827.97
					*** VENDOR TOTALS ***		1 CHECKS		15,827.97

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002765		MIDWEST BREATHING AIR LLC							
	I-12597	QUARTERLY TESTING CONTRACT-FD	E	4/08/2026	1,479.44		013963		1,479.44
					*** VENDOR TOTALS ***		1 CHECKS		1,479.44
012155		MINT GREEN GROUP USA INC							
	I-INV838334	MERCHANDISE FOR RESALE-OC	R	4/06/2026	3,521.72		255290		
	I-INV845656	UNIFORMS - P&R	R	4/06/2026	75.63		255290		
	I-INV846273	MERCHANDISE FOR RESALE	R	4/06/2026	438.98		255290		4,036.33
					*** VENDOR TOTALS ***		1 CHECKS		4,036.33
000343		MIRACLE RECREATION EQUIPMENT C							
	I-897148	PLAYGROUND SLIDE/KIT - PKS	E	4/08/2026	2,124.38		013938		
	I-900538	PLAYGROUND SUPPLIES	E	4/08/2026	2,740.53		013938		4,864.91
					*** VENDOR TOTALS ***		1 CHECKS		4,864.91
1		AHMED, SOUAD							
	I-000202603313095	US REFUND	R	4/06/2026	78.52		255196		78.52
1		ALLEN, ANDREW							
	I-000202603313085	US REFUND	R	4/06/2026	97.01		255197		97.01
1		AR WORKSHOP							
	I-000202603313100	US REFUND	R	4/06/2026	84.99		255198		84.99
1		ARAUJO, ROGERIO							
	I-000202603313096	US REFUND	R	4/06/2026	25.43		255199		25.43
1		BALDWIN, REBECCA S							
	I-000202603313078	US REFUND	R	4/06/2026	47.06		255200		47.06
1		BORDEN, CRAIG							
	I-000202603313103	US REFUND	R	4/06/2026	100.00		255201		100.00
1		BURROWES, ERICA							
	I-000202603313067	US REFUND	R	4/06/2026	51.11		255202		51.11
1		CLARK, JARRID							
	I-000202603313099	US REFUND	R	4/06/2026	13.45		255203		13.45
1		DEO, MATTHEW							
	I-000202603313094	US REFUND	R	4/06/2026	30.42		255204		30.42
1		DUNIGAN, JOSHUA							
	I-000202603313077	US REFUND	R	4/06/2026	100.00		255205		100.00

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1		FONTANA, MIKE							
	I-000202603313102	US REFUND	R	4/06/2026	55.83		255206		55.83
1		HENDERSON, MEGAN E							
	I-000202603313089	US REFUND	R	4/06/2026	94.15		255207		94.15
1		HENNICK, TANNER							
	I-000202603313069	US REFUND	R	4/06/2026	25.13		255208		25.13
1		HOLMES, ANDREW							
	I-000202603313070	US REFUND	R	4/06/2026	99.79		255209		99.79
1		JOHNSON, DEVLYN K							
	I-000202603313090	US REFUND	R	4/06/2026	99.78		255210		99.78
1		JOHNSON, HOPE L							
	I-000202603313086	US REFUND	R	4/06/2026	96.26		255211		96.26
1		JOHNSON, SHONDESS							
	I-000202603313075	US REFUND	R	4/06/2026	10.29		255212		10.29
1		KHAIPHO-BURCH, MERRI							
	I-000202603313073	US REFUND	R	4/06/2026	35.93		255213		35.93
1		KREZEK, KYLE							
	I-000202603313080	US REFUND	R	4/06/2026	52.30		255214		52.30
1		MCCOLLOUGH, GRIFFIN							
	I-000202603313076	US REFUND	R	4/06/2026	92.69		255215		92.69
1		MEGGERS, AUSTIN							
	I-000202603313071	US REFUND	R	4/06/2026	57.22		255216		57.22
1		MERINO, ARGIMIRO							
	I-000202603313092	US REFUND	R	4/06/2026	98.55		255217		98.55
1		MONGAR, LINDSEY							
	I-000202603313101	US REFUND	R	4/06/2026	50.67		255218		50.67
1		MOZENA, MISSY							
	I-000202603313091	US REFUND	R	4/06/2026	95.89		255219		95.89
1		MURPHY, MEGHAN							
	I-000202603313068	US REFUND	R	4/06/2026	98.04		255220		98.04

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1		NEWSOM, MADISON L							
	I-000202603313081	US REFUND	R	4/06/2026	100.00		255221		100.00
1		OBER, CATHERINE							
	I-000202603313083	US REFUND	R	4/06/2026	23.68		255222		23.68
1		PARKER, ELISE M							
	I-000202603313082	US REFUND	R	4/06/2026	99.60		255223		99.60
1		POLITO, JACOB							
	I-000202603313072	US REFUND	R	4/06/2026	98.55		255224		98.55
1		RAES, MORGAN							
	I-000202603313097	US REFUND	R	4/06/2026	84.70		255225		84.70
1		REGAN, JASPER M							
	I-000202603313074	US REFUND	R	4/06/2026	40.68		255226		40.68
1		RUBINS, JONNA							
	I-000202603313084	US REFUND	R	4/06/2026	48.48		255227		48.48
1		SANTACRUZ, MARTHA							
	I-000202603313093	US REFUND	R	4/06/2026	82.46		255228		82.46
1		SEARS, MADISON							
	I-000202603313066	US REFUND	R	4/06/2026	42.25		255229		42.25
1		TO, NICOLAS							
	I-000202603313079	US REFUND	R	4/06/2026	95.62		255230		95.62
1		VANVEEN, JOHN W							
	I-000202603313087	US REFUND	R	4/06/2026	94.33		255231		94.33
1		WARREN, JOHN Y							
	I-000202603313098	US REFUND	R	4/06/2026	86.84		255232		86.84
1		WELSH, ATHENA M							
	I-000202603313088	US REFUND	R	4/06/2026	39.42		255233		39.42
				*** VENDOR TOTALS ***			38 CHECKS		2,627.12
000497		MANUFACTURERS' NEWS INC							
	I-709208-00 2026	2026 IOWA MANUFACT REGISTER-KL	R	4/06/2026	199.90		255291		199.90
				*** VENDOR TOTALS ***			1 CHECKS		199.90

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006756		MTI DISTRIBUTING INC							
	I-1509746-00	UNIT #877 FILTERS	R	4/06/2026	65.80		255292		65.80
					*** VENDOR TOTALS ***		1 CHECKS		65.80
008356		MARK D MUELLER							
	I-3/2026 TRAINING	APWA IA CONF PARK FEES-PW	E	4/08/2026	13.00		014041		13.00
					*** VENDOR TOTALS ***		1 CHECKS		13.00
009024		BROCK MUHLBAUER							
	I-3/2026 TRAVEL REIM	3/2026 MTGS PARKING REIM-PD	E	4/08/2026	15.00		014045		15.00
					*** VENDOR TOTALS ***		1 CHECKS		15.00
000350		MUNICIPAL SUPPLY INC							
	C-0969017-CM	12" MJ 11 1/4 BEND-WTR	R	4/06/2026	785.50CR		255293		
	I-0968864-IN	12" MJ 11 1/4 BEND-WTR	R	4/06/2026	785.50		255293		
	I-0968865-IN	FY26 SUPPLIES (SYSTEM)-WTR	R	4/06/2026	2,203.55		255293		
	I-0969018-IN	SYST SUPPLIES FLAGS-WTR	R	4/06/2026	1,740.00		255293		
	I-0969454-IN	PERF DOT/END CAP COUP-OCM	R	4/06/2026	172.44		255293		
	I-0969568-IN-1	METERS 1 GAL 25' CABLE-WTR	R	4/06/2026	6,489.00		255293		
	I-0969568-IN-2	METERS 1GAL 25' CABLE-WTR	R	4/06/2026	1,575.00		255293		
	I-0970167-IN	WATTS REPAIR KIT-WTR	R	4/06/2026	200.53		255293		12,380.52
					*** VENDOR TOTALS ***		1 CHECKS		12,380.52
003057		NAPA AUTO PARTS							
	I-779702	#810/813 OIL FILTER/FLAP-OCM	R	4/06/2026	19.05		255294		
	I-779740	OIL - CG	R	4/06/2026	103.92		255294		
	I-779751	SPARK PLUGS/FILTERS - OCM	R	4/06/2026	27.98		255294		
	I-779946	UNIT #272 BLISTER PK CAPS	R	4/06/2026	50.61		255294		
	I-779947	UNIT #272 BLISTER PK CAPS	R	4/06/2026	40.20		255294		
	I-780038	SPARK PLUGS/MISC SUPPLIES-OC	R	4/06/2026	141.13		255294		
	I-780092	ANNULAR CUTTER - PKS	R	4/06/2026	149.97		255294		
	I-780534	KNOB/TACKY/MISC CG	R	4/06/2026	309.08		255294		
	I-780602	SHOP SUPPLIES -CG	R	4/06/2026	68.35		255294		910.29
					*** VENDOR TOTALS ***		1 CHECKS		910.29
012580		THE NORTHWAY GROUP							
	I-17685	ABANDON WELL#4 ASR 1-MU	E	4/08/2026	73,900.00		014029		73,900.00
					*** VENDOR TOTALS ***		1 CHECKS		73,900.00
003727		ODP BUSINESS SOLUTIONS, LLC							
	C-459634158001	CR: OVERPAID INV 459634158001	R	4/06/2026	0.18CR		255295		
	I-460054982001	BREAK ROOM SUPPLIES -PW	R	4/06/2026	311.49		255295		
	I-460103499001	DUST OFF CLOTHS - PW	R	4/06/2026	21.69		255295		
	I-460103500001	ORGANIZER - PW	R	4/06/2026	30.89		255295		
	I-460103506001	WIPES - PW	R	4/06/2026	6.88		255295		
	I-463540644001	PAPER, PLATES, BATTERIES-CH	R	4/06/2026	118.16		255295		
	I-463912351001	POUCH/TONER -OC	R	4/06/2026	77.07		255295		566.00
					*** VENDOR TOTALS ***		1 CHECKS		566.00

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010076		OLSSON, INC							
	I-571152 #12	PAY 12-ORLBR/IRVND INT IMP	R	4/06/2026	17,142.87		255296		17,142.87
					*** VENDOR TOTALS ***		1 CHECKS		17,142.87
009363		ON-TRACK CONSTRUCTION LLC							
	I-PAY 3-VNTG BUS PK	PAY 3-VINTAGE BUS PK-N LAKE MN	R	4/06/2026	51,332.40		255297		51,332.40
					*** VENDOR TOTALS ***		1 CHECKS		51,332.40
007878		OVERDRIVE INC							
	I-06497CO26077889	MISC MULTI MEDIA-KL	E	4/08/2026	646.43		013988		
	I-06497CO26077909	MISC MULTI MEDIA-KL	E	4/08/2026	860.30		013988		
	I-06497CO26082439	MISC MULTI MEDIA-KL	E	4/08/2026	124.98		013988		
	I-06497CO26083361	MISC MULTI MEDIA-KL	E	4/08/2026	962.73		013988		
	I-06497CO26085278	MISC MULTI MEDIA-KL	E	4/08/2026	651.13		013988		
	I-06497CO26091884	MISC MULTI MEDIA-KL	E	4/08/2026	345.00		013988		
	I-06497CO26093323	MISC MULTI MEDIA-KL	E	4/08/2026	493.47		013988		
	I-06497DA26094705	MISC MULTI MEDIA-KL	E	4/08/2026	75.00		013988		4,159.04
					*** VENDOR TOTALS ***		1 CHECKS		4,159.04
004205		P F PETTIBONE & CO							
	I-188808	SHOULDER PATCHES-PD	R	4/06/2026	908.70		255298		908.70
					*** VENDOR TOTALS ***		1 CHECKS		908.70
011375		PAR INDUSTRIES LLC							
	I-25083-1	BRIDGE LIGHTS-HTT	R	4/06/2026	2,125.30		255299		2,125.30
					*** VENDOR TOTALS ***		1 CHECKS		2,125.30
012330		PATRIOT CRITICAL POWER							
	I-1817	GENERATOR REPAIR - CH	E	4/08/2026	889.00		014022		889.00
					*** VENDOR TOTALS ***		1 CHECKS		889.00
009158		PERFORMANCE FOODSERVICE - THOM							
	I-8127801	FOOD FOR RESALE - OC	R	4/06/2026	765.26		255300		
	I-8139195	FOOD FOR RESALE - OC	R	4/06/2026	626.08		255300		1,391.34
					*** VENDOR TOTALS ***		1 CHECKS		1,391.34
012317		PIED PIPER STUDIOS LLC							
	I-03/2026KINDERMUSIK	03/2025 KINDERMUSIK CLASS	E	4/08/2026	275.20		014052		275.20
					*** VENDOR TOTALS ***		1 CHECKS		275.20
002648		PIONEER MANUFACTURING COM							
	I-INV-289211	PAINT FOR FIELDS-PRSC	E	4/08/2026	3,441.85		013961		3,441.85
					*** VENDOR TOTALS ***		1 CHECKS		3,441.85

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000384		PITNEY BOWES INC							
	I-1029091297	TAPE STRIPS-CLK	E	4/08/2026	81.33		013939		81.33
					*** VENDOR TOTALS ***		1 CHECKS		81.33
009011		THE PITNEY BOWES RESERVE ACCOU							
	I-03/2026 POSTAGE-KL	POSTAGE RES ACCT 20829776-KL	E	4/08/2026	1,000.00		013995		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
011708		PLAYAWAY PRODUCTS LLC							
	I-528558	MISC MULTI MEDIA-KL	E	4/08/2026	455.34		014011		455.34
					*** VENDOR TOTALS ***		1 CHECKS		455.34
000671		PLUMB SUPPLY COMPANY - DM							
	I-S101515470.003	GASKET -PKS	R	4/06/2026	201.23		255301		
	I-S101541849.001	CLEANOUT PARTS - PW	R	4/06/2026	140.77		255301		
	I-S101543420.001	PIEP REPAIR PARTS - PRSC	R	4/06/2026	616.03		255301		958.03
					*** VENDOR TOTALS ***		1 CHECKS		958.03
002794		POLK COUNTY AVIATION AUTH							
	I-0362	TAX LEVY FOR 2025-2026 #2	E	4/08/2026	372,868.18		013965		372,868.18
					*** VENDOR TOTALS ***		1 CHECKS		372,868.18
009386		POMP'S TIRE SERVICE, INC							
	I-1400198448	UNIT #722 TIRES	E	4/08/2026	560.00		013999		
	I-1400200797	UNIT #111 TIRES	E	4/08/2026	650.00		013999		
	I-1400200814	UNIT #610 TIRES	E	4/08/2026	693.32		013999		1,903.32
					*** VENDOR TOTALS ***		1 CHECKS		1,903.32
000390		POSTMASTER							
	I-02/20/2026 #18	USPS MARKETING PERMIT #18-CLK	R	4/06/2026	370.00		255302		370.00
					*** VENDOR TOTALS ***		1 CHECKS		370.00
007311		PROCTOR MECHANICAL CORPORATION							
	I-901936	SINK INSTALL-FS2	R	4/06/2026	2,220.00		255303		
	I-901961	PIPING REPAIR-PRAC	R	4/06/2026	7,350.00		255303		
	I-901975	LEAK REPAIRS -PD	R	4/06/2026	470.00		255303		10,040.00
					*** VENDOR TOTALS ***		1 CHECKS		10,040.00
004790		PROFESSIONAL OFFICE SERVICES I							
	I-003834044	POSTAGE 3/16/26 STATEMENT-MU	R	4/06/2026	4,049.70		255304		
	I-003835125	POSTAGE 3/18/25 STATEMENT-MU	R	4/06/2026	447.81		255304		
	I-003835126	POSTAGE 3/18/26 STATEMENT-MU	R	4/06/2026	3,050.47		255304		
	I-003837713	POSTAGE 3/25/26 STATEMENT	R	4/06/2026	436.78		255304		7,984.76
					*** VENDOR TOTALS ***		1 CHECKS		7,984.76

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 3/19/2026 THRU 4/08/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012539		ENDEAVOR DNA INC							
	I-2026-752	DNA ANALYSIS-PD	E	4/08/2026	1,175.00		014025		1,175.00
					*** VENDOR TOTALS ***		1 CHECKS		1,175.00
005151		JULS DESIGN INC							
	I-12528	GRAPHIC DESIGN SPG GUIDE-COMM	E	4/08/2026	2,569.98		013978		2,569.98
					*** VENDOR TOTALS ***		1 CHECKS		2,569.98
005557		RACOM CORPORATION							
	I-INV42698	PORTABLE RADIO-PD	E	4/08/2026	6,094.25		013982		
	I-INV42767	P25 ACCESS/VIRTUAL CORE -FD	E	4/08/2026	2,004.40		013982		
	I-INV42768	RACOM CORE P25 ACCESS-PD	E	4/08/2026	2,612.73		013982		10,711.38
					*** VENDOR TOTALS ***		1 CHECKS		10,711.38
001985		RIDD X PEST CONTROL							
	I-67090	Q1 PEST CONTROL SERVICES	E	4/08/2026	1,861.00		013953		1,861.00
					*** VENDOR TOTALS ***		1 CHECKS		1,861.00
012685		SCOT RIGBY							
	I-03/2026 ACM RECR	ACM RECRUITMENT EXPENSES-HR	R	4/06/2026	800.70		255305		800.70
					*** VENDOR TOTALS ***		1 CHECKS		800.70
003999		RINGCENTRAL INC							
	I-3/29/2026 STATEMNT	3/26/26 - 4/25/26 STATEMENT	E	4/08/2026	18,322.05		013970		18,322.05
					*** VENDOR TOTALS ***		1 CHECKS		18,322.05
011464		RJN GROUP, INC.							
	I-431505	SAYLOR FORCE MAIN INSPECT-WW	E	4/08/2026	600.00		014007		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-F62453	FOOD FOR RESALE OC	E	4/08/2026	55.30		013985		
	I-F66529	FOOD FOR RESALE - OC	E	4/08/2026	79.44		013985		
	I-F66885	FOOD FOR RESALE - OC	E	4/08/2026	22.20		013985		156.94
					*** VENDOR TOTALS ***		1 CHECKS		156.94
012682		RUDD EQUIPMENT COMPANY							
	I-124106100038	UNIT #664 HEADLAMPS	E	4/08/2026	525.64		014032		525.64
					*** VENDOR TOTALS ***		1 CHECKS		525.64
008649		RACHEL SCHMIDT							
	I-2/2026 MILEAGE	CONF MILEAGE 2/14-2/22/26-FD	E	4/08/2026	319.00		014043		319.00
					*** VENDOR TOTALS ***		1 CHECKS		319.00

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DATE RANGE: 3/19/2026 THRU 4/08/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010375		MICHAEL SCHROCK							
	I-3/2026 TRAVEL	IACMA-IMMI TRN 3/25-27/26-CM	E	4/08/2026	282.17		014048		282.17
					*** VENDOR TOTALS ***		1 CHECKS		282.17
006963		DAVID SCHUMACHER							
	I-3/2026 MEALS	MEAL REIM 3/17-18/26 STACTO-PD	E	4/08/2026	24.58		014040		24.58
					*** VENDOR TOTALS ***		1 CHECKS		24.58
001636		ANDREW SCHWENDINGER							
	I-03/2026 TRAINING	CYBERSECURITY TRAINING-IT	E	4/08/2026	628.42		013948		628.42
					*** VENDOR TOTALS ***		1 CHECKS		628.42
003348		SMITH'S SEWER SERVICE INC							
	I-483967	WOMENS RR SERVICE - PSB	R	4/06/2026	132.00		255306		132.00
					*** VENDOR TOTALS ***		1 CHECKS		132.00
012331		NATHAN SMITH							
	I-3/2026 BOOT REIM	BOOT REIM BOMGAARS-OCM	E	4/08/2026	140.00		014053		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
000990		SNYDER & ASSOCIATES INC							
	I-119.0975.01D #13	PAY 13-NW NTHLWN UTLTY IMP P4	E	4/08/2026	5,126.22		013946		
	I-123.0584.01A #3	PAY 3-1ST TO 11TH ST LNDSCPNG	E	4/08/2026	3,491.50		013946		
	I-123.0680.01A #2	PAY 2-S ANK IMP SE PETERSN/1ST	E	4/08/2026	4,549.90		013946		
	I-125.0208.010 #11	PAY 11-ANK BLVD/ORLBR RD STDY	E	4/08/2026	3,572.85		013946		
	I-125.1133.010 #4	PAY 4-SW/SE ORLBR TRFC SGNL	E	4/08/2026	9,595.75		013946		
	I-126.0163.010 #1	PAY 1-NE 18TH BRIDGE OVER 1-35	E	4/08/2026	32,440.28		013946		58,776.50
					*** VENDOR TOTALS ***		1 CHECKS		58,776.50
000013		SOURCE ONE ENVIRONMENTAL							
	I-43547	SEALGUARD KIT/COMP GUN-SWR	R	4/06/2026	480.02		255307		480.02
					*** VENDOR TOTALS ***		1 CHECKS		480.02
004227		SOUTHERN POLICE INSTITUTE							
	I-SPI-926M37-04	SEX CRIMES INVEST(2) 6/2026-PD	R	4/06/2026	2,000.00		255308		
	I-SPI-927B05-05	ORG LEADERSHP 8/3-7/2026-PD	R	4/06/2026	1,000.00		255308		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
012559		SPLASH AUTO WASH LLC							
	I-INV008	02/2026 CAR WASHES	E	4/08/2026	392.25		014027		392.25
					*** VENDOR TOTALS ***		1 CHECKS		392.25
002339		STAPLES CONTRACT & COMMERCIAL							
	I-6056825586	SPOONS-PD	E	4/08/2026	68.04		013957		
	I-6056921736	GREEN PAPER-PD	E	4/08/2026	15.19		013957		
	I-6057621648	PICTURE HANGERS-KL	E	4/08/2026	70.85		013957		
	I-6057621649	SUPPLIES - TRAFFIC	E	4/08/2026	50.12		013957		
	I-6057695646	TONER - PW	E	4/08/2026	274.09		013957		

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	I-6057695648	OFFICE & CIR SUPPLIES-KL	E	4/08/2026	234.74		013957		
	I-6058188594	PAPER, CLIPBOARDS-KL	E	4/08/2026	121.84		013957		834.87
					*** VENDOR TOTALS ***		1 CHECKS		834.87
002065		STAR EQUIPMENT LTD							
	I-01715535	UNIT #257 VBELT BANDED	E	4/08/2026	339.76		013954		339.76
					*** VENDOR TOTALS ***		1 CHECKS		339.76
008350		STIVERS FORD							
	I-2004170	UNIT #114 PARTS	R	4/06/2026	214.80		255309		214.80
					*** VENDOR TOTALS ***		1 CHECKS		214.80
004714		STOP TECH LTD							
	I-0041459-IN	9' STOP STICK KIT-PD	R	4/06/2026	661.00		255310		661.00
					*** VENDOR TOTALS ***		1 CHECKS		661.00
004079		STRAWBERRY PATCH							
	I-64474	VOLLEYBALL TEES - P&R	R	4/06/2026	175.50		255311		175.50
					*** VENDOR TOTALS ***		1 CHECKS		175.50
003339		STREICHER'S							
	I-I1815251	NASPO UNIFORMS, PATCHES-PD	R	4/06/2026	359.00		255312		359.00
					*** VENDOR TOTALS ***		1 CHECKS		359.00
005743		SWANNIES GOLF APPAREL CO							
	I-625040	MERCHANDISE FOR RESALE-OC	R	4/06/2026	2,455.78		255313		2,455.78
					*** VENDOR TOTALS ***		1 CHECKS		2,455.78
000124		SYSCO IOWA INC							
	I-439366788	FOOD FOR RESALE- OC	R	4/06/2026	381.35		255314		
	I-439373716	FOOD FOR RESALE - OC	R	4/06/2026	191.64		255314		572.99
					*** VENDOR TOTALS ***		1 CHECKS		572.99
010068		T-MOBILE USA INC							
	I-03/21/2026	02/21/26 - 03/20/26 STATEMENT	R	4/06/2026	1,052.96		255315		1,052.96
					*** VENDOR TOTALS ***		1 CHECKS		1,052.96
004445		TEAM SERVICES INC							
	I-1826387-0	SE 3RD ST STORM SEWER	R	4/06/2026	1,667.98		255316		1,667.98
					*** VENDOR TOTALS ***		1 CHECKS		1,667.98
006031		KATIE THIELMAN							
	I-01/2026 MILEAGE	BANQ MILEAGE 1/21-2/24/26-BANQ	E	4/08/2026	46.76		014039		46.76
					*** VENDOR TOTALS ***		1 CHECKS		46.76

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DATE RANGE: 3/19/2026 THRU 4/08/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006441		TITAN MACHINERY INC							
	I-PS1094865-1	BACK HOW EDGE CUTTING/KIT-WTR	R	4/06/2026	326.50		255317		326.50
					*** VENDOR TOTALS ***		1 CHECKS		326.50
010188		TODAY'S BUSINESS SOLUTIONS, IN							
	I-19680	05/14/26-05/13/27 RENWL SVC-KL	R	4/06/2026	2,975.60		255318		2,975.60
					*** VENDOR TOTALS ***		1 CHECKS		2,975.60
004159		TOYNE INC							
	I-IN0020934	MUDFLAPS - FD	R	4/06/2026	81.34		255319		81.34
					*** VENDOR TOTALS ***		1 CHECKS		81.34
000657		TRAFFIC AND TRANSPORTATION							
	I-265003	PTZ'S & UPS-TRAFFIC CIP	E	4/08/2026	16,800.00		013943		
	I-265016	PELCO SIGNAL MATERIALS	E	4/08/2026	3,200.00		013943		20,000.00
					*** VENDOR TOTALS ***		1 CHECKS		20,000.00
004713		TRANSIT WORKS							
	I-155611	MAGNAILS/TAPE - PW	R	4/06/2026	88.25		255320		88.25
					*** VENDOR TOTALS ***		1 CHECKS		88.25
000465		TREASURER STATE OF IOWA							
	I-03/23/2026	02/26 MONTHLY SALES/EXCISE TAX	D	3/23/2026	108,054.73		003004		108,054.73
					*** VENDOR TOTALS ***		1 CHECKS		108,054.73
003976		QSI HOLDINGS V, LLC							
	I-351540	DATA CABLE INSTALL - CH	R	4/06/2026	875.00		255321		
	I-351545	GPS GOLF CART SERVICE - OC	R	4/06/2026	250.00		255321		1,125.00
					*** VENDOR TOTALS ***		1 CHECKS		1,125.00
000740		TRIPLETT OFFICE SOLUTIONS							
	I-479733-0	BUS CARDS M. DAVIS-CKL	E	4/08/2026	59.00		013945		
	I-479921-0	BUSINESS CARDS - WG	E	4/08/2026	59.00		013945		
	I-480164-0	BUS CARDS S. HOMAN-MU	E	4/08/2026	59.00		013945		177.00
					*** VENDOR TOTALS ***		1 CHECKS		177.00
000468		TRUCK EQUIPMENT INC							
	I-321592	CUTTING EDGE KIT OCM	E	4/08/2026	468.00		013940		
	I-90961	PLOW-FD	E	4/08/2026	8,106.00		013940		
	I-90965	GRIP STEPS/PWDR FIN -FD	E	4/08/2026	811.00		013940		9,385.00
					*** VENDOR TOTALS ***		1 CHECKS		9,385.00
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI07352	UNIT #855 PARTS	E	4/08/2026	173.93		013969		173.93
					*** VENDOR TOTALS ***		1 CHECKS		173.93

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000966		U S BANK							
	I-02/26 P-CARD STMT	U S BANK	D	3/20/2026	47,847.05		003002		47,847.05
					*** VENDOR TOTALS ***		1 CHECKS		47,847.05
000277		UNITED RENTALS (NORTH AMERICA)							
	I-259559604-001	SCISSOR LIFT RENTAL-PRSC	R	4/06/2026	1,069.98		255322		1,069.98
					*** VENDOR TOTALS ***		1 CHECKS		1,069.98
012670		US FOODS INC							
	C-5212294	CR: MUSTARD DAMAGED OC	R	4/06/2026	7.28CR		255323		
	C-5999587	CR: FOOD FOR RESALE - OC	R	4/06/2026	7.28CR		255323		
	I-3133543	FOOD FOR RESALE-OC	R	4/06/2026	1,477.00		255323		
	I-5522817	FOOD FOR RESALE - OC	R	4/06/2026	722.21		255323		2,184.65
					*** VENDOR TOTALS ***		1 CHECKS		2,184.65
001552		BRICE VANDRIMMELEN							
	I-03/10/2026 FUEL	3/10/26 FUEL -PD	E	4/08/2026	15.00		014033		15.00
					*** VENDOR TOTALS ***		1 CHECKS		15.00
005012		VAN-WALL EQUIPMENT INC							
	I-6826099	UNIT #812 OIL FILTER - OCM	E	4/08/2026	27.76		013977		
	I-6830635	UNIT #807 FILTER	E	4/08/2026	70.79		013977		98.55
					*** VENDOR TOTALS ***		1 CHECKS		98.55
000479		VEENSTRA & KIMM INC							
	I-115296	CONSTRUCT PERMIT TOWER#4-MU	E	4/08/2026	11,379.04		013942		11,379.04
					*** VENDOR TOTALS ***		1 CHECKS		11,379.04
009891		VENDNOVATION LLC							
	I-2026-000916	EMS VENDING MACHINE REPAIR FS4	E	4/08/2026	183.20		014002		183.20
					*** VENDOR TOTALS ***		1 CHECKS		183.20
012178		VERIZON COMMUNICATIONS INC							
	I-9022427790	WARRANT SVC ODOBASIC 12/25-PD	R	4/06/2026	75.00		255324		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
003376		WASHER SYSTEMS OF IOWA, INC							
	I-172108	SOAP/SALT NEUTRALIZER-PW	R	4/06/2026	1,520.00		255325		1,520.00
					*** VENDOR TOTALS ***		1 CHECKS		1,520.00
007822		WEE'S TEES LLC							
	I-21334	TSHIRTS - PRSC	R	4/06/2026	676.23		255326		676.23
					*** VENDOR TOTALS ***		1 CHECKS		676.23

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012687		MORGAN WHITE							
	I-1/2026 MEAL REIM	1/26-1/30/26 TRAINING MEALS-PD	E	4/08/2026	94.56		014056		94.56
					*** VENDOR TOTALS ***		1 CHECKS		94.56
012302		XCESSORIES SQUARED DEV & MFG I							
	C-C-00011660	CR: SIGN POST ANCHORS	E	4/08/2026	1,842.60CR		014021		
	I-I-00076433	SIGN POST ANCHORS-TRFC	E	4/08/2026	2,167.60		014021		
	I-I-00076513	STABILIZER BOLT - TRFC	E	4/08/2026	335.00		014021		660.00
					*** VENDOR TOTALS ***		1 CHECKS		660.00
009306		STEVEN YOUNG							
	I-03/2026 MEAL REIM	SERT MEAL REIM 3/3/26-PD	E	4/08/2026	12.71		014046		12.71
					*** VENDOR TOTALS ***		1 CHECKS		12.71
002783		ZIEGLER INC							
	I-SI000766419	GENERATOR SERVICE -FS#4	E	4/08/2026	262.13		013964		262.13
					*** VENDOR TOTALS ***		1 CHECKS		262.13
008820		SIOUXLAND TURF PRODUCTS INC							
	I-INV-03478	PRE EMERGENT FERTILIZER	E	4/08/2026	3,672.00		013993		3,672.00
					*** VENDOR TOTALS ***		1 CHECKS		3,672.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	131			1,172,097.46	0.00	1,172,097.46
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	3			156,051.78	0.00	156,051.78
EFT:	129			1,326,399.30	0.00	1,326,399.30
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:	263	2,654,548.54	0.00	2,654,548.54
BANK: APFNB TOTALS:	263	2,654,548.54	0.00	2,654,548.54
REPORT TOTALS:	263	2,654,548.54	0.00	2,654,548.54

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: 3/19/2026 THRU 4/08/2026
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of combination signal / lighting poles for SE Oralabor Road & SE Four Mile Drive Traffic Signal.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade essential infrastructure

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

The SE Oralabor Road & SE Four Mile Drive Traffic Signal project will construct a traffic signal at their intersection and widen two legs of the intersection to increase capacity. To control equipment costs and support the construction schedule, the City will furnish the combination signal/ lighting poles for contractor installation. The overall construction project is currently scheduled for bid opening on March 31, 2026 and Public Hearing on April 6, 2026.

Quotes were received per City Purchasing Policy on March 20, 2026, and the bid tabulation is attached. The Public Works Department recommends award to Millerbernd Manufacturing Company, with overall cost of $77,202.00 and estimated delivery date of October 1, 2026.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt RESOLUTION authorizing purchase of signal / lighting poles as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Project was approved with the 2026-2030 Capital Improvement Program for construction in 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bid Tabulation
2. Resolution

Bid Tabulation
SE Oralabor Rd and SE Four Mile Dr Traffic Signal
Traffic Signal Poles
Bid Date: 10:00 AM, March 25, 2026

		Central Sales Lighting Alliance			Electrical Products Company		
		Millerbernd			Valmont		
Item	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
Combination Signal/Lighitng Pole with 60' Mast Arm	EA	1	$18,935.00	$18,935.00	1	$20,361.00	$20,361.00
Combination Signal/Lighting Pole with 62' Mast Arm	EA	1	$18,984.00	$18,984.00	1	$22,251.00	$22,251.00
Combination Signal/Lighting Pole with 64' Mast Arm	EA	2	$19,030.00	$38,060.00	2	$22,296.00	$44,592.00
	EA	0	$0.00	$0.00	0	$0.00	$0.00
	EA	0	$0.00	$0.00	0	$0.00	$0.00
	EA	0	$0.00	$0.00	0	$0.00	$0.00
	EA	0	$0.00	$0.00	0	$0.00	$0.00
Freight	LS	1	$1,223.00	$1,223.00	0	$0.00	$0.00
Signal Pole Total				**$77,202.00**			**$87,204.00**

Vibration Mitigation Device included in unit price for poles

Estimated Deliveries:

Millerbernd: Shop drawings: 2-4 weeks. Poles: 20-22 weeks after shop drawing release.

Valmont: Shop drawings: 15-20 days. Poles: 18-20 weeks after shop drawing release.

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF COMBINATION SIGNAL/ LIGHTING POLES FOR INSTALLATION WITH SE ORALABOR ROAD & SE FOUR MILE DRIVE TRAFFIC SIGNAL

WHEREAS, the City of Ankeny desires to purchase combination signal/ lighting poles and mast arms to be installed with SE Oralabor Road & SE Four Mile Drive Traffic Signal; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the combination signal /lighting poles and mast arms from Millerbernd Manufacturing Company in the amount of $77,202.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Millerbernd Manufacturing Company in the amount of $77,202.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said combination signal/ lighting poles and mast arms.

DATED this 6th day of April, 2026.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of traffic signal vehicle detection systems for 2026 Annual Traffic Signal Improvement Program.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade essential infrastructure

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

The 2026 Annual Traffic Signal Improvement Program includes vehicle detection upgrades at five existing traffic signal installations. The vehicle detection system upgrades will address on-going reliability issues with the existing systems at NE 36th Street & NE Trilein Drive, NE 36th Street & NE Delaware Avenue, SW Irvinedale Drive & SW 3rd Place, S Ankeny Boulevard & SE Lorenz Drive, and East 1st Street & Trilein Drive.

The required systems can be purchased from MoboTrex, LLC of Davenport, Iowa, at $41,924.00 for each of the four traditional intersections, and $53,749.00 for the specialized installation needed at the East 1st Street & Trilein Drive intersection, including shipping and technical preparation. The total purchase amount is $221,445.00, and delivery is requested in July 2026.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt RESOLUTION authorizing purchase of traffic signal vehicle detection systems as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project was approved in the 2026-2030 Capital Improvement Program for completion in 2026 by the Annual Traffic Signal Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Quote - Traditional Intersection
3. Quote - E 1st Street & Trilein Drive

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF VEHICLE DETECTION SYSTEMS FOR INSTALLATION WITH 2026 ANNUAL TRAFFIC SIGNAL IMPROVEMENT PROGRAM

WHEREAS, the City of Ankeny desires to purchase traffic signal vehicle detection systems to be installed at five (5) intersections with the 2026 Annual Traffic Signal Improvement Program and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal vehicle detection systems from Mobotrex, LLC of Davenport, Iowa in the amount of $221,445.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Mobotrex, Inc. in the amount of $221,445.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order to facilitate the purchase of said vehicle detection systems.

DATED this 6th day of April, 2026.

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

mobotrex

Quote

Quote Number: **1954876**

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Date: 03/12/2026

Expire Date: 4/11/2026

Prepared By: Zank, Justin D.

Customer: ANK0001

Dozler, Tom
Ankeny Maintenance Facility
General Delivery
211 SE Lorenz Dr.
Ankeny, IA 50021-9999
United States

Contact: Dozler, Tom

Phone: 515-963-3527

Email: Tom Dozler <TDozler@AnkenyIowa.gov>

Description: Next Vector System

Part #	Description	Quantity	Price	Extended
Next Vector Demo	Video Detection System	1	$41,464.00	$41,464.00
ITE-NEXT-RJ45CABLE-PAK	VantageNext RJ45 Ethernet patch cables,	1	$0.00	$0.00
FFB16506-020	DIN RAIL, TOP HAT, 8" / 20 CM	1	$0.00	$0.00
DEF-82-22115	Def Sec 10.1" LED Monitor w/HDMI,VGA,BNC	1	$0.00	$0.00
CAT5 JUMP	Data Tuff IP20 RJ45 Jumper, with boot, 7	1	$0.00	$0.00
ABW14652P060	CABLE:SDLC,5'	1	$0.00	$0.00
PA-1CN1WL	1 Channel Nut & 1 "Wiz-Lock" Bolt instal	2	$0.00	$0.00
ITE-NEXT-CCU-SM4-TS2-PAK	Next CCU Unit, Shelf Mt, TS2, 4-Sensors	1	$0.00	$0.00
ITE-NEXT-CAT5E-SHLD-CABLE	VantageNext 1000ft Box, outdoor, UV re	1	$0.00	$0.00
PA-1095-0	Panel with 6 PLEX only	1	$0.00	$0.00
PXX10981-001	VECTOR-NEXT CAMERA w/BULKHEAD CONN	4	$0.00	$0.00
PMR13008-001	skybracket Iteris Vector Camera Mount SS cable 90" clamp & 74" Tube	4	$0.00	$0.00
FS-LABOR	Turn on assistance	4	$115.00	$460.00

Sale Amount:	**$41,924.00**
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	**$41,924.00**

Notes:

Shipping included

Quote is for line items listed only. Please RFQ any addtional equipment.

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

mobotrex

Quote

Quote Number: **1955183**

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Date: 03/19/2026
Expire Date: 4/18/2026
Prepared By: Zank, Justin D.

Customer: ANK0001

Dozler, Tom
Ankeny Maintenance Facility
General Delivery
211 SE Lorenz Dr.
Ankeny, IA 50021-9999
United States

Contact: Dozler, Tom
Phone: 515-963-3527
Email: Tom Dozler <TDozler@AnkenyIowa.gov>

Description: Next 4 Vector & 2 Camera system for SE Trilein Dr & E 1st Street Ankeny, IA

Part #	Description	Quantity	Price	Extended
Next Vector System	SE Trilein Dr & E 1st Street Ankeny, IA	1	$53,749.00	$53,749.00
ITE-NEXT-RJ45CABLE-PAK	VantageNext RJ45 Ethernet patch cables,	1	$0.00	$0.00
FFB16506-020	DIN RAIL, TOP HAT, 8" / 20 CM	1	$0.00	$0.00
DEF-82-22115	Def Sec 10.1" LED Monitor w/HDMI,VGA,BNC	1	$0.00	$0.00
CAT5 JUMP	Data Tuff IP20 RJ45 Jumper, with boot, 7	1	$0.00	$0.00
ABW14652P060	CABLE:SDLC,5'	8	$0.00	$0.00
PA-1CN1WL	1 Channel Nut & 1 "Wiz-Lock" Bolt instal	2	$0.00	$0.00
ITE-NEXT-CCU-SM4-TS2-PAK	Next CCU Unit, Shelf Mt, TS2, 4-Sensors	1	$0.00	$0.00
ITE-NEXT-CAT5E-SHLD-CABLE	VantageNext 1000ft Box, outdoor, UV re	2	$0.00	$0.00
PA-1095-0	Panel with 6 PLEX only	1	$0.00	$0.00
PXX10981-001	VECTOR-NEXT CAMERA w/BULKHEAD CONN	4	$0.00	$0.00
PMR08165-006	BRKT CAM, 1-1/2",TUBE TOP,CTC MT,ALUM	4	$0.00	$0.00
ITE-NEXT-CCU-SM2-TS2-PAK	Next CCU Unit, Shelf Mt, TS2, 2-Sensors	1	$0.00	$0.00
AAD14753P002	CONN ASSY: 8 SDLC CABLES	1	$0.00	$0.00
MCM-24-10912	6ft High Speed HDMI Cable with Ethernet	1	$0.00	$0.00
PBW11968-001	SWITCH,HDMI 2IN 1OUT,4k@60hz	1	$0.00	$0.00
FS-LABOR	SE Trilein Dr & E 1st Street Ankeny, IA	4	$0.00	$0.00
ITE-NEXT-CAM-BH-PAK	Next WDR Cam & VERT BRAC,RJ45(2),BULKHEA	2	$0.00	$0.00

Sale Amount:	**$53,749.00**
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	**$53,749.00**

Notes:

Shipping included

Quote is for line items listed only. Please RFQ any addtional equipment.

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, LLC retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, LLC only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, LLC Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the new and revised classification position descriptions for Associate Planner in the Community and Economic Development Department, Community and Economic Development Director, and Development Services Director.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

Job descriptions were revised to show an Associate Planner moving to the Community and Economic Development Departement with new job duties, and title changes for Economic Development Director to Community and Economic Development Director, and Community Development Director to Development Services Director.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving the new and revised classification position descriptions for Associate Planner in the Community and Economic Development Department, Community and Economic Development Director, and Development Services Director.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Associate Planner-CED 04.06.26
2. Director Comm Econ Dev 04.06.26
3. Director Dev Srvs 04.06.26

POSITION DESCRIPTION

POSITION:	Associate Planner – Long Range Planning & Economic Development	**CIVIL SERVICE:**	Yes
DEPARTMENT:	Community and Economic Development	**FLSA EXEMPT:**	No
DIVISION:	Community and Economic Development	**UNION:**	NA
REPORTS TO:	Director of Community and Economic Development	**PAY GRADE:**	N12

FUNCTION:
Performs professional planning work supporting long-range planning and economic development initiatives. Responsibilities include preparing and implementing long-range economic development and growth strategies, targeted area and corridor plans, annexation support analysis, and feasibility and implementation plans. The position conducts research and analysis, assists with policy development, and coordinates with community members, stakeholders, and internal departments to advance strategic planning initiatives and economic growth objectives.

SUPERVISES:
None

EQUIPMENT USED:
Standard Office Equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:
- Assist with preparation and implementation of long-range economic development and growth strategies.
- Support development of targeted area plans, small area plans, and corridor planning studies.
- Conduct research and analysis related to land use, demographics, economic trends, and development patterns.
- Prepare feasibility studies and implementation plans for planning and economic development initiatives.
- Assist with annexation analysis, including preparation of reports, maps, and supporting documentation.
- Support updates to the Comprehensive Plan and other long-range planning documents.
- Research and draft planning policies and strategies to support community and economic development goals.
- Coordinate community outreach efforts including public meetings, workshops, and stakeholder engagement.
- Prepare reports, presentations, maps, and other planning documents.
- Present planning projects and findings to boards, commissions, and other groups as assigned.

- Provide general planning support to department initiatives and cross-departmental projects.
- Perform other duties as assigned.

ENTRY REQUIREMENTS AND SKILLS:
Bachelor's degree in Urban Planning, City Planning, Economic Development, Geography, Public Administration, or a related field.

Three years of professional planning experience, preferably in long-range planning or economic development.

Knowledge of planning principles, land use planning, and economic development strategies. Ability to analyze demographic, economic, and land use data. Strong research, writing, and analytical skills. Ability to communicate effectively with the public, stakeholders, and internal staff. Ability to facilitate meetings and present planning concepts clearly. Proficiency in Microsoft Office; familiarity with GIS and planning analysis tools preferred.

REQUIRED SPECIAL QUALIFICATIONS:
- Shall be able to maintain a valid motor vehicle operator's license issued by the State of Iowa.

WORKING CONDITIONS:
- Works in a typical office environment.
- Expected to participate in off-hour meetings.

PHYSICAL REQUIREMENTS:
- Must be sighted.
- Must be insurable.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.

POSITION DESCRIPTION

POSITION:	Director	**CIVIL SERVICE:**	No
DEPARTMENT:	Community and Economic Development	**FLSA EXEMPT:**	Yes
DIVISION:	Community and Economic Development	**UNION:**	NA
REPORTS TO:	City Manager	**PAY GRADE:**	MG4

FUNCTION:
Under general administrative direction, to plan, supervise, manage and coordinate all economic development activities for the city; to prepare and administer the department's budget; and to perform related duties as required.

SUPERVISES:
Economic Development Staff

EQUIPMENT USED:
Standard office equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:
- Plans, develops, manages, and coordinates tasks in the development of the Prairie Trail, Crosswinds, Metro North, and Spectrum 36 developments.
- Carries out projects and decision making with considerable independence.
- Leads department staff in the preparation and implementation of long-range economic development and growth strategies, including targeted area plans and feasibility studies.
- Prepares items for the City Council agenda and prepares periodic reports to the City Manager and City Council on department activities.
- Interacts with citizens, business representatives, and officials from other government agencies.
- Serves as the liaison with federal and state officials on development issues.
- Supervises and directs the activities of the department staff.
- Manages and directs consultants and contractors hired by the City for improvement projects.
- Prepares and administers the department of economic development's budget.
- Obtains information concerning, and completes grant application procedures.

ENTRY REQUIREMENTS AND SKILLS:
Graduation from an accredited college or university with a master's degree in public administration, community and regional planning, or a related field and seven (7) years of responsible administrative experience.

Ability to implement complex tasks and projects and lead large scale planning and development efforts; must have analytical skills with effective public relations and interpersonal skills; ability to

implement new approaches to traditional public services and economic development challenges and initiate a multi-dimensional organization response to development projects.

REQUIRED SPECIAL QUALIFICATIONS:

- Shall be able to maintain a valid motor vehicle operator's license issued by the State of Iowa.

WORKING CONDITIONS:

- Works in office environment.
- Frequently expected to participate in off-hour meetings**.**

PHYSICAL REQUIREMENTS:

- Must be sighted
- Must be insurable.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.

POSITION DESCRIPTION

POSITION:	Director	**CIVIL SERVICE:**	No
DEPARTMENT:	Development Services	**FLSA EXEMPT:**	Yes
DIVISION:	Development Services	**UNION:**	NA
REPORTS TO:	Assistant City Manager	**PAY GRADE:**	MG4

FUNCTION:
Under general administrative direction, to plan, supervise, manage and coordinate all development services and code enforcement activities for the city; to prepare and administer the department's budget; and to perform related duties as required.

SUPERVISES:
Development Services Staff

EQUIPMENT USED:
Standard office equipment

PRINCIPAL DUTIES AND RESPONSIBILITIES:
- Prepares departmental budget and assists in the development of the Capital Improvement Program.
- Plans, develops, coordinates, and implements activities related to city planning, construction codes and code enforcement.
- Directs activities in planning, zoning, and land development including annexation, rezoning, subdivision, site plans, special use permits, variances and issuance of permits.
- Completes a variety of forms and reports for submittal to numerous groups and individuals summarizing findings, recommendations, and plans.
- Obtains information and completes grant application procedures.
- Supervises and coordinates the development and revision of the city comprehensive plan, subdivision regulations, and zoning ordinance; building and housing codes; and other regulations related to community development.
- Oversees the City's Floodplain Management Program.
- Serves as staff to the Planning & Zoning Commission, Zoning Board of Adjustment, Board of Examiners and Appeals, and related boards and committees and presents staff reports and recommendations to those bodies.
- Serves as liaison between the city and builders, contractors, developers, and various State and Federal agencies.

ENTRY REQUIREMENTS AND SKILLS:
Bachelor's degree from an accredited college or university with emphasis in planning, community development or a related field and six (6) years of responsible administrative experience.

Ability to learn and understand local ordinances, state and federal rules and regulations; knowledge of zoning activities and code enforcement activities; knowledge of the principles and practices of public administration, budgeting and office management; ability to speak before, and establish and maintain effective relationships with associates, civic groups, special interest groups and the public.

REQUIRED SPECIAL QUALIFICATIONS:

- Shall be able to maintain a valid motor vehicle operator's license issued by the State of Iowa.
- Certification by the American Institute of Certified Planners

---

WORKING CONDITIONS:

- Works in office environment.
- Frequently expected to participate in off-hour meetings**.**

PHYSICAL REQUIREMENTS:

- Must be sighted
- Must be insurable.
- Must be able to hear a normal conversation.
- Must be able to speak clearly at normal rate of conversation.
- Must keep regular and reliable attendance at work.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the Ankeny Professional Fire Fighters Employees' Union Labor Agreement commencing on July 1, 2026, and authorizing execution of said agreement.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL
Become the Employer of Choice

ACTION REQUESTED
Motion
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

Negotiations with the Fire Union have finished and a new two-year collective bargaining agreement will begin on July 1, 2026, and continue until June 30, 2028.

Summary of material changes to the contract:

- Wages FY27: Restructuring of the step system to remain competitive with the metro area
- Wages FY28: 3.5% ATB
- Acting pay for Engineer and Lieutenant increased $.50 per hour and Acting Battalion Chief increased $1.00 per hour
- Employees mandated to work a holiday that is outside of their normal shift will receive 2.5 times their hourly rate
- The city portion of the health insurance premiums decreased from 89% to 88%, which leaves the employees paying 12% of the premium
- Vacation carry-over of 72 hours
- Comp time maximum accrual increases to 120 hours
- Sick leave maximum accrual increases to 2240 hours with a maximum payout of 560 hours with 20 years of service or more at retirement
- Bereavement leave increases to 7 calendar days for immediate family and 4 calendar days for other family members

A red-lined version is also attached so you may review the changes.

The financial impact is primarily driven by structured wage increases and specialty pay adjustments.

This agreement provides competitive wage growth, improves recruitment and retention tools, and equalizes leave time policies.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving the Ankeny Professional Fire Fighters Employees' Union Labor Agreement commencing on July 1, 2026, and authorizing execution of said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. FY27 Ankeny Fire Contract revisions
2. FY27-FY28 Ankeny Fire Contract

LABOR AGREEMENT

Between the

ANKENY PROFESSIONAL FIRE FIGHTERS

EMPLOYEES' UNION

and

THE CITY OF ANKENY

July 1, ~~2025~~ 2026 – June 30, ~~2026~~2028

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PREAMBLE

The City of Ankeny, hereinafter referred to as the “Employer or City”, and Ankeny Professional Fire Fighters Employees’ Union hereinafter referred to as the “Union”, agree as follows:

ARTICLE 1: RECOGNITION

Section 1.
Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union, the City does hereby recognize the Union during the term of this Agreement as the sole and exclusive representative for all employees of the City included in the bargaining unit as:

Included: All full-time paid career Fire Fighters, Engineers, and Lieutenants

Excluded: The Fire Chief, Deputy Chiefs, Division Chiefs, Battalion Chiefs, and part-time employees, and all others excluded by Section 4 of the Public Employment Relations Act.

ARTICLE 2: UNION BUSINESS

Section 1. Bulletin Boards
The City shall provide space on bulletin boards, or allow the Union to maintain its own bulletin boards, at all fire stations. Bulletin boards will be used for the posting of Union notices regarding elections, appointments, meetings, and recreational and social affairs. Prior to the posting of any other notice, the notice must be authorized by the Vice President and submitted to the Fire Chief or their designee, who shall approve or disapprove the posting.

Section 2. Union Meetings
Union meetings shall be able to be held at any fire station when it does not interfere with Fire Department business or training. Whenever possible the meeting will be held at Fire Station 1.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1.
The City shall retain whatever rights and authority as set out in Section 20.7 of the Code of Iowa, amended, and nothing shall diminish said rights, except as herein expressly stated in this agreement.

ARTICLE 4: SENIORITY

Section 1. Probationary Period
All employees shall serve a probationary period of twelve (12) months. An employee may be laid off or discharged any time prior to the end of the probationary period and such discharge or lay off shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Union shall not assert or present any grievance or appeal on behalf of any employee because of any matter or occurrence whatsoever falling within the probationary period. The probationary period may be extended upon agreement of the employee and the Fire Chief.

Section 2. Seniority
After successful completion of the probationary period, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position. For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purposes of the Agreement, the term employee shall mean full-time employee.

Layoff and seniority rights for Civil Service employees shall be administered in accordance with Chapter 400, Code of Iowa. During layoff, the employee shall not accrue or receive any privileges, benefits or pay granted by this Agreement.

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons:

A. Resignation
B. Discharge
C. Death
D. Retirement
E. If, after a layoff, the employee fails to report to work within five [5] work days after being notified to report to work.

The seniority of employees with the same date of employment shall be determined by their ranking on the Civil Service Certified List from which they were hired. In the event two employees have equal ranking seniority shall be determined alphabetically by last name.

Section 3. State and Federal Law
Matters of probationary period, seniority, promotions, demotions, discharge, suspensions, disability, retirement, and other matters governed by State and Federal Law shall not be subject to collective bargaining.

ARTICLE 5: SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

A grievance is defined as a complaint or dispute between the City and an employee member of the bargaining unit, or group of employees in the bargaining unit, regarding the application, meaning or interpretation of this agreement. Upon the execution of this agreement, the Fire Chief shall provide written notification to employees of person(s) designated as "the Chief's representative" to receive Step 1 grievances.

A grievance shall be settled in the following manner:

Step 1. The Employee, ~~employee organization (union)~~the Union, or group of employees shall take up the grievance or dispute in writing with the Chief's designated representative within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The designated representative shall attempt to adjust the matter, and shall respond in writing to the Employee within ten (10) calendar days.

Commented [DG1]: TA 12/22/25 City proposal

Step 2. If the grievance has not been resolved, it shall be presented in writing to the Fire Chief within ten (10) calendar days of the designated representative's response to Step 1. The Chief shall respond in writing to the Employee within ten (10) calendar days.

Step 3. If the grievance remains unresolved, it shall be presented in writing by the Employee or the Union representative to the City Manager or his designee within ten (10) calendar days after the Chief's response. The City Manager or designee will meet with the appropriate Union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and the Union representative within ten (10) calendar days.

Step 4. If the grievance is still unsettled, either party has fifteen (15) calendar days after the reply of the City Manager by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The Employer and the Union will determine by coin toss who has the option of exercising the first strike. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2. Time Limits
Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.
Time limits may be extended only upon the mutual agreement of the parties.

Section 3. Exclusive Remedy
This grievance procedure is the exclusive mechanism by which grievances under this contract may be exercised. Disputes under the jurisdiction of the City Civil Service Commission may not be filed as grievances.

ARTICLE 6: RULES AND REGULATIONS

Section 1. Standard Operating Procedures/Standard Operating Guidelines
An electronic copy of the fire department's standard operating procedures (SOP)/standard operating guidelines (SOG) shall be maintained on the City server. All SOP/SOG and revisions thereto shall be dated and signed by the Fire Chief or their designee and shall become effective 10 calendar days after a copy is emailed to the union president. Employees shall familiarize themselves with the standard operating procedures and shall be responsible for complying with same. SOPs/SOGs shall be controlling only to the extent that they are not in conflict with the provisions of this agreement and Iowa Law.

ARTICLE 7: HOURS OF WORK

Section 1. Work Shift
All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Only three full-time employees (rank of Lieutenant and lower) will be allowed to be off at the same time without expressed, written permission by the Fire Chief or their designee.

Section 2. Twenty-Four (24) hour Shift Personnel
A normal shift for an employee assigned to a twenty-four (24) hour shift shall consist of twenty-four (24) hours paid time starting at times established by the Fire Chief, followed by two consecutive days off or an equivalent 48 hours off. Full-time personnel will be assigned to one of three rotating 24 hour shifts (A, B or C),

Assuming proper coverage, off-going personnel will be relieved at the end of their shift unless they are held over from an ongoing emergency call for service, completion of a patient care report or returning apparatus to a level of readiness. Off-going personnel may not leave the fire station until properly relieved by personnel as scheduled.

If there is a deficiency in the duty crew staffing for any specific time period within a duty shift (full-time or part-time), the department's administration reserves the right to hold over or call back full-time personnel for the time necessary to ensure minimum coverage. If a full-time employee is required to be held over from the previous day's shift, this will be done on an alternating basis. Holdover time will be paid at the overtime rate in 15-minute increments. The employee who is being held over shall be scheduled for the duration of the open shift or until a mutually agreed time between the employee and supervisor. Any callback will be for a minimum of two hours and compensated at the normal overtime rate as well.

In the event employees are attending paramedic school or Fire/EMS training academy, they may be assigned to a 40 hour schedule as mutually agreed upon by the Fire Chief.

In the event of a light duty assignment, the Fire Chief shall have the right to determine the work duties and work schedule.

Section 3. Forty (40) hour workweek Personnel
A normal shift for an employee assigned to a forty (40) hour workweek shall consist of eight (8) hours per work day and scheduled for five (5) days followed by two (2) days off, or four (4) ten (10) hour work days with three (3) days off duty with the permission of the Fire Chief or their designee.

In the event no personnel promotes or voluntarily transfers to the position of Lieutenant Community Risk Reduction, appointment will be made for no longer than one (1) year, or 365 days, and will be assigned on a rotational basis starting with the least senior member that qualifies for the position.

Section 4. Emergency
The Employer retains the right to schedule hours or work during emergency periods, different from those indicated above and to call back any and all Employees for work

during emergency periods.

ARTICLE 8: SHIFT TRADING

Section 1. Voluntary Time Trade
Shift trades will be allowed between equivalent full-time shift personnel, pending prior approval by the Fire Chief or their designee. Shift trades cannot create additional overtime.

The Fire Department shall not be responsible for enforcing any agreement between employees. It is understood the originally scheduled employee remains responsible for his/her shift.

Time trades between employees are initiated by a member for the member's benefit and not for the benefit of the City. All trades of time between employees are strictly voluntary and shall not result in overtime pay. Any time trade that would result in overtime pay under the Fair Labor Standards Act (FLSA) or any other law, regulation or rule is not allowed.

Section 2. Early Relief
Oncoming shift personnel may relieve off going personnel no more than 60 minutes prior to the start of the shift without a formal approval of the voluntary time trade by the Fire Chief or their designee.

ARTICLE 9: OVERTIME

Section 1. Rate of Pay
Time and one-half (1½) the Employee's regular hourly rate of pay shall be paid for all overtime hours worked.

Section 2. Work Period
In accordance with Section 7(k) of the Fair Labor Standards Act, the work period established by the employer for twenty-four (24) hour shift personnel shall consist of twenty-eight (28) days. The normal schedule during this work period shall fluctuate between two hundred sixteen (216) and two hundred forty (240) hours of duty incorporating a rotating schedule as set out in Article 8. Hours of Work. The parties understand that the work period and the pay period do not coincide. They anticipate that the hours worked in each pay period will fluctuate.

Section 3. FLSA Overtime
In accordance with Section 7(k) of the Fair Labor Standards Act, the work period established by the employer for twenty-four (24) hour shift personnel shall consist of twenty-eight (28) days, and for any regularly scheduled hours in excess of two hundred twelve (212) hours, employees shall be paid at the overtime rate of one-half (1/2) times the employee's regular rate of pay for each such hour. Employees are paid an overtime premium of one-half (1/2) the regular rate of pay for working the scheduled FLSA overtime hours because they have already received compensation for the hours at the straight time hourly rate. Employees will be paid their overtime premium for scheduled FLSA overtime worked in each 28-day work period in the paycheck associated with the end of that 28-day work period.

Section 4. Contractual Overtime
Overtime hours, other than the FLSA overtime hours, shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked. For purposes of calculating overtime, all hours that are in pay status shall be treated as hours worked. Employees will be paid for contractual overtime in the paycheck associated with the pay period in which the contractual overtime was worked.

For forty (40) hour workweek employees "contractual overtime" shall be paid at the overtime rate of one and one-half (1 ½) times for all hours worked over forty (40) hours in a week. If a 40-hour workweek employee volunteers to work overtime on the 24-hour shift, the employee shall be paid one and one-half times at the hourly rate for a 56-hour workweek employee. For purposes of calculating overtime, all hours that are in pay status shall be treated as hours worked.

Section 5. Reported Annual Wages
Annual wages are based upon a regular work year of 2912 hours at straight time hourly rate. In addition, 156 of these 2912 hours are scheduled to be compensated at a FLSA overtime rate of one-half of the regular rate. Annual wages are the wages that will be reported to the MFPRSI for pension purposes in addition to other pension taxable earnings as defined by MFPRSI.

Section 6. Court Appearance

The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties. When said court appearance occurs outside their regularly scheduled work time Employees will receive time and one-half (1 ½) for said court appearance. Employee shall obtain all fees paid by the court for their appearance and shall remit same to the City.

Section 7. Comp Time

Forty (40) hour week shift personnel, at their discretion, shall be compensated in cash or compensatory time at a rate of time and one-half (1 1/2) times for all hours worked in excess of forty (40) in any workweek. Comp time shall be allowed to accumulate up to ~~eighty (80)~~one hundred twenty (120) hours per fiscal year. All accumulated comp time not taken by the end of the fiscal year will be paid. Comp time may be used in increments of one-quarter hour and will be scheduled mutually by the Employee and the Fire Chief or their designee.

ARTICLE 10: HEALTH AND WELFARE

Section 1. Group Life
Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 150% of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

Section 2. Group Medical

A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning July 1, ~~2025~~2026, and continuing through June 30, ~~2026~~2028, each month the Employer will pay

~~89~~88% for single coverage
~~89~~88% for employee + child(ren)
~~89~~88% for employee + spouse
~~89~~88% for family coverage

Commented [DG2]: TA 1/29/26

The Employer's contribution set out above will increase by 2 percentage points for those employees who qualify under the Employer's "Wellness Program".

B. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

Section 3. Group Dental
The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

Section 4. ~~Fitness Membership~~Wellness Reimbursement
The Employer will pay up to ~~eighteen dollars ($18.00) a month toward a membership to any fitness center provided that the employee must have used the facilities at least six (6) times during the month for which reimbursement is sought~~ $216 per fiscal year for participating in the City's Wellness Plan, subject to the terms of the Plan Summary as determined by the City and applied to other City Employees as of July 1,2026. If at any time during the duration of the Agreement, the City provides a greater wellness reimbursement to the employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

Commented [DG3]: TA 1/13/26 Union language

ARTICLE 11: UNIFORMS

Section 1. Authorized Use
If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the work place.

Section 2. Replacement or Repair
If the employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished by the Employer. The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

Section 3. Protective Clothing
If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer. Uniforms and protective devices include shoes.

ARTICLE 12: VACATION AND PERSONAL TIME

Section 1. Vacation Period
All eligible Employees shall be granted an annual paid vacation for the period specified below, based on the following requirements:

Years of service	Vacation Per Year (24 hour personnel)	Vacation Per Year (40 hour workweek)
after 1 year	120 hours	80 hours
after 5 years	168 hours	120 hours
after 10 years	216 hours	160 hours
after 15 years	288 hours	200 hours

There shall be no pro rata accrual of vacation time.

Section 2. Eligibility
An Employee is not eligible for a paid vacation until they have completed twelve (12) consecutive calendar months of service. Therefore, an Employee will not accrue additional vacation until they have completed an additional twelve (12) consecutive months of service.

Section 3. Vacation Pay
The rate of vacation pay shall be the Employee's regular hourly rate of pay as defined in Article 15, Wages, in effect for the Employee's classification on the day immediately preceding the Employee's vacation period.

Section 4. Scheduling
An official vacation/personal leave calendar will be maintained for full-time Employees by the Fire Chief or their designee. Vacation and personal leave will be scheduled twice a year (April and October). To ensure parity, each full-time employee will be allowed to choose various 24 hour shifts to be taken off on a rotating basis—with the first choice going to the employee with the most seniority. No two consecutive recognized holidays that fall on an employee's scheduled workday within a six (6) month vacation pick period may be taken off by the same employee unless the holiday remains open after vacation picks.

Commented [DG4]: TA Union's language 1/13/26

Vacation time shall be taken in increments of a minimum of 12 hours unless authorized by the Fire Chief or their designee.

Section 5. Accumulation of Vacation Time
Vacation time must be taken within the twelve (12) month period after the completion of the service year in which it is earned.

~~Vacation time not used by an Employee is lost. There will be no carryover of accrued vacation leave unless approved by the Fire Chief or their designee and the City Manager.~~ An Employee may carry-over up to seventy-two (72) hours of accrued vacation time, or up to twenty-four (24) hours of accrued vacation time for 40-hour workweek employees, to be used within sixty (60) days of completion of the service

year in which it is earned.

Commented [DG5]: TA 1/29/26 City offer

Section 6. Vacation "Sell Back"
Each year an Employee shall have the option to "sell back" up to 72 hours (for 24 hour shift employees) or 40 hours (for 40 hour workweek employees) of their vacation accumulation prior to their anniversary date. It shall be the sole responsibility of the Employee requesting to be paid out to submit the request form in a timely manner. Vacation payouts shall be made on the last payroll prior to their anniversary date.

Section 7. Unused Vacation Time
An Employee who is laid off, discharged, retired or separated from the service of the Employer or dies, shall be compensated for any unused vacation they have earned at the time of such layoff, discharge, retirement, separation or death provided they have successfully completed their probationary period and has given a minimum of two weeks written notice. Accrued vacation time may not be used to satisfy the two week minimum termination notice requirement, unless waived under special circumstances by the City Manager. All unused vacation will be paid in lump sum on the employee's last paycheck. An employee's termination date will be their last working day.

Upon an employee's separation of service in good standing, an employee who has completed twenty (20) years or more of service with the City of Ankeny, shall be paid for all accrued but unused vacation time into a Retirement Health Savings plan established by the City for the benefit of the Employee.

Section 8. Personal Time
Each year on July 1, full-time shift employees shall receive five (5) 24 hour shifts off or five (5) 8 hour shifts, or four (4) 10 hour shifts off for paid personal time to be taken at any time during the fiscal year. There will be no carryover of these paid personal time days. Personal leave is not paid out at time of separation. You must use it prior to your last working day or you lose it.

Personal time may be taken in any increment with approval from the Fire Chief or their designee.

Employees hired between July 1 and October 1 shall receive five (5) 24 hour shifts or five (5) 8 hour shifts, or four (4) 10 hour shifts off for paid personal time; after October 1 but prior to January 1 shall receive four (4) 24 hour shifts or four (4) 8 hour shifts, or three (3) 10 hour shifts off for paid personal time; after January 1 but prior to April 1 shall receive three (3) 24 hour shifts off or three (3) 8 hour shifts, or two (2) 10 hour shifts for paid personal time; after April 1 but prior to July 1 shall receive two (2) 24 hour shifts or two (2) 8 hour shifts or one (1) 10 hour shift off for paid personal time.

ARTICLE 13: SICK LEAVE

Section 1. Definition
Sick leave is that leave which may be earned by an Employee which, after earned, may be used by the Employee in case of actual personal illness or injury to themselves or their immediate family.

Section 2. Eligibility
Full time shift employees shall be eligible to earn sick leave after thirty (30) days of consecutive service with the employer.

Section 3. Earned leave
Eligible employees shall be allowed to earn sick leave at the rate of 16.8 hours per month for 24 hour shift employees or 8 hours per month for 40 hour workweek employees each consecutive calendar month of service, commencing on the first day of the first full calendar month of service after the thirty (30) day waiting period.

Sick leave shall be earned during any calendar month of service only if the Employee has received compensation in each of the regularly scheduled work weeks during the calendar month of service.

Section 4. Accumulation
Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed ~~1600~~ 2240 hours 24-hour shift employees and not to exceed 1600 hours for 40-hour workweek employees.

Section 5. Used sick leave
Sick leave, may be granted, if earned, in minimum units of one-half (1/2) hour, unless prior approval is granted.

Section 6. Unused sick leave
Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid ~~40~~30% of their sick leave balance, up to a maximum of ~~448~~ 560 hours (for 24 hour shift employees) or ~~320~~ 400 hours (for 40 hour workweek employees), into a Retirement Health Savings plan established by the City for the benefit of the Employee. There shall be no payout of any sick leave balance for employees who involuntarily terminate or resign in lieu of termination, or employees who have less than 20 years of service with the City of Ankeny.

Section 7. Immediate Family Provision
When an Employee must be away from the job for the health or medical needs of an immediate family member, such leave may be granted and charged against sick leave time accrued. "Immediate Family" for purposed of this article, is defined as the Employee's spouse, child, step-child, parent or step-parent.

No more than seventy-two (72) hours of sick leave per calendar year may be used for the immediate family members, or forty (40) hours for an 40 hour workweek employee.

In the event of a catastrophic illness or injury (including any condition that qualifies for FMLA leave) additional use of sick leave may be granted by the City Manager.

ARTICLE 14: LEAVE OF ABSENCE

Section 1. Eligibility
Employee shall be eligible for leaves of absence after six (6) months of service with the Employer. Leaves of absence shall be for a maximum of one (1) year.

Section 2. Application for Leave
A request for a leave of absence shall be submitted in writing by the Employee to the Fire Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave
The Fire Chief shall grant or deny leave, taking into consideration the division's work units, work load and the Employee's request.

Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa) the Employee shall be returned to the position they held at the time the leave was requested.

Section 4. Paid Leaves

A. Bereavement Leave:
In the event of a death in the immediate family of an Employee—spouse, parents, step-parent, children, step-children, father-in-law, mother-in-law—the Employee should be granted ~~two (2) 24 hour~~seven (7) consecutive calendar days leave of absence with full pay. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of a spouse, the Employee should be granted ~~one (1) 24 hour~~four(4) consecutive calendar days leave of absence with full pay. In most cases the bereavement leave should be taken within one week of the death of the immediate family member. A 40 hour workweek employee will follow the language in the employee handbook.

Commented [DG6]: TA 1/13/26 Union language

B. Jury Duty:
If regular full-time employees are called to jury duty, upon providing proof of such duty, the city will continue to pay your wage or salary. In addition, the employee is allowed to keep any compensation received from the court system for their jury duty. If you are released and there are two or more hours left in your normal workday, you will need to return to work.

C. Voting Time. Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

Section 5. Paid and/or Unpaid Leaves.

A. Military Service. Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of paid military leave per calendar year. A day is defined as a normally scheduled working day for an employee. For military leave lasting less than 30 days, the City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for five days, then five days of paid military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) consecutive days or more, military leave is counted for all days that the employee is performing military service. For example, if an employee is ordered to participate in training that is for forty-five (45) consecutive days, the first 30 calendar days will be considered toward the paid 30 day maximum and the employee will be paid for their normally scheduled working days during that first thirty day period. After the thirty days the employee will be in an unpaid status unless he/she chooses to use PTO time to cover for any benefit deductions.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

Copies of all orders shall be given to the Fire Chief or their designee and to Human Resources at least ten working days prior to reporting to duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

B. Family Medical Leave Act (FMLA): The parties agree to comply with the provisions of the Family and Medical Leave Act

C. Paid Parental Leave: Employees will be eligible to participate in the City's Parental Leave Policy subject to the terms of the program as determined by the City and applied to other City employees as of July 1, 2025. If at any time during the duration of this Agreement, the City provides greater parental leave benefits to employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit

ARTICLE 15: WAGES

Section 1. Wage Schedule
The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining and awarding step increases, the first pay period of each fiscal year shall be the date used. Any employee who was hired prior to December 31st shall be eligible to receive a step increase for the next fiscal year.

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

Employees will be paid their overtime premium of one-half (½) the regular rate of pay for scheduled FLSA overtime worked in each 28-day work period in the paycheck associated with the end of that 28-day work period.

~~July 1, 2025 – 4% ATB~~
July 1, 2026 – new scale
July 1, 2027 – 3.5% ATB

Section 2. Lateral entry
New employees who at the time of hire are currently certified Paramedics and have the appropriate fulltime experience as stated below, are eligible for lateral entry if they meet the following conditions:

Completion of 12 months (1 year) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 2.

Completion of 24 months (2 years) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 3.

Completion of 36 months (3 years) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 4.

If a lateral transfer employee starts at a wage above a current employee, who has the same or more post paramedic certification service with the Ankeny Fire Department, those current employees will be moved to the equivalent pay step at the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post paramedic certification service will start the date the employee received the certification.

Section 3. Working Out-of-Classification
Firefighter Acting Pay: An Employee who meets the qualifications who is required to accept responsibilities and carry out the duties of a position or rank above the Employee's current position or rank, shall be paid at the employee's current hourly rate plus an additional supplemental pay per hour while so acting. Acting pay shall be paid at the following rates when an employee serves in that capacity for twelve (12) hours or more of the shift.

Acting Engineer: $~~1.00~~1.50 per hour
Acting Lieutenant: $~~1.50~~2.00 per hour

Acting Battalion Chief: $~~1.50~~2.50 per hour

Commented [DG7]: TA 1/13/26 Union language

ARTICLE 16: HOLIDAYS

Section 1. Recognized Holidays
The following holidays should be recognized holidays:

1) New Year's Day
2) Martin Luther King Jr. Day
3) Memorial Day
4) Independence Day
5) Labor Day
6) Thanksgiving Day
7) The Friday following Thanksgiving
8) Christmas Eve Day
9) Christmas Day

The actual day the holiday falls shall be observed as the holiday. Full-time twenty-four hour shift employees will be expected to work all official holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day.

Full-time forty (40) hour workweek employees shall receive holiday pay for each of the holidays listed above that fall on their normal workday and will not be expected to work the holiday. For holidays that fall on a weekend, the employee shall receive holiday pay for, and not be expected to work, the day that the non-union employees observe as the holiday. If the employee volunteers or is required to work the actual holiday as listed above on the twenty-four (24) hour shift, the employee shall receive time and one-half pay, at the equivalent hourly rate for a 24-hour shift employee, for the number of hours worked on the holiday, in addition to the holiday pay.

Section 2. Holiday Work
If an Employee's regular work schedule includes a holiday, they shall be paid time and one-half (1 ½) for each hour worked on the holiday. If an Employee volunteers ~~or is required~~ to work a holiday that is not a part of their regular work shift, they shall receive double time (2) in lieu of time and one-half (1 ½). If an employee is mandated to work on a holiday that is not a part of their regular work shift, they shall receive double time and one-half (2 ½) in lieu of time and one-half (1 ½).

Commented [DG8]: TA 1/29/26 city offer

The holiday work rate of pay shall start at the beginning of the shift on the day of the actual holiday and continue for 24 hours until the end of the shift on the next day.

ARTICLE 17: PERFORMANCE STANDARDS

Section 1.
Recognizing the wage and benefit increases provided for in this agreement are of substantial nature, the Union hereby pledges for itself and all its members, the employees of the City, that they will perform their work effectively and efficiently to be the best of their ability, and will cooperate in the introduction of such methods, techniques, and procedures of operation as the City may introduce or put into effect for the purpose of better and more effective operation to the end that the City Fire Department may increase the quality and efficiency of operation. It is further recognized that all articles of this agreement will remain contingent upon performance standards or norms that may be established and/or revised, notwithstanding the existence of prior performance levels, norms or standards and that such standards shall be developed by usual work measurement procedures and may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees, and those employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with City and departmental rules and regulations.

ARTICLE 18: SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 19: AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous Agreements between the City and the ~~Association~~ Union and constitutes the entire Agreement between the parties and concludes collective bargaining for its term. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Commented [DG9]: TA 12/22/25 city proposal

ARTICLE 20: TERMINATION

This Agreement shall be effective as of July 1, ~~2025~~2026, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, ~~2026~~2028. The Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this ~~21st~~ day of ~~July~~, ~~2025~~2026, at Ankeny, Iowa.

FOR THE ANKENY PROFESSIONAL FIRE FIGHTERS EMPLOYEES' UNION

By: _____
Nick DeVries, Union President

By: _____
Ross Budden, Union Secretary/Treasurer

FOR THE CITY OF ANKENY, IOWA

By: _____
Mike Schrock, City Manager

By: _____
Bobbi B. Bentz, Mayor

APPENDIX A

Ankeny Career Fire Fighters
Employees Union
Wage Schedule

Annual salary estimate based on working 2,912 hours per year.

Approved FY2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FT8	62,655	65,788	69,078	72,532	74,707	76,950	79,259	81,638	84,087
Hourly	30.123	31.629	33.211	34.871	35.917	36.995	38.105	39.249	40.426
Bi-Weekly	2,409.81	2,530.31	2,656.85	2,789.69	2,873.35	2,959.62	3,048.42	3,139.92	3,234.12
FP8	70,395	73,915	77,611	81,492	83,938	86,457	89,052	91,722	94,474
Hourly	33.844	35.536	37.313	39.179	40.355	41.566	42.813	44.097	45.420
Bi-Weekly	2,707.50	2,842.88	2,985.04	3,134.31	3,228.38	3,325.27	3,425.08	3,527.77	3,633.62
F09	62,655	65,788	69,078	72,532	74,707	76,950	79,259	81,638	84,087
Hourly	21.516	22.592	23.722	24.908	25.655	26.425	27.218	28.035	28.876
Bi-Weekly	2,409.81	2,530.31	2,656.85	2,789.69	2,873.35	2,959.62	3,048.42	3,139.92	3,234.12
F10	68,918	72,363	75,983	79,783	82,177	84,643	87,182	89,797	
Hourly	23.667	24.850	26.093	27.398	28.220	29.067	29.939	30.837	
Bi-Weekly	2,650.69	2,783.19	2,922.42	3,068.58	3,160.65	3,255.50	3,353.15	3,453.73	
F11	70,395	73,915	77,611	81,492	83,938	86,457	89,052	91,722	94,474
Hourly	24.174	25.383	26.652	27.985	28.825	29.690	30.581	31.498	32.443
Bi-Weekly	2,707.50	2,842.88	2,985.04	3,134.31	3,228.38	3,325.27	3,425.08	3,527.77	3,633.62
F12	77,433	81,306	85,371	89,640	92,328	95,097	97,951	100,889	
Hourly	26.591	27.921	29.317	30.783	31.706	32.657	33.637	34.646	
Bi-Weekly	2,978.19	3,127.15	3,283.50	3,447.69	3,551.08	3,657.58	3,767.35	3,880.35	
LE8	81,320	85,386	89,656	94,139	96,963	99,873	102,868	-	-
Hourly	39.096	41.051	43.104	45.259	46.617	48.016	49.456	-	-
Bi-Weekly	3,127.69	3,284.08	3,448.31	3,620.73	3,729.35	3,841.27	3,956.46	-	-
F14	81,318	85,383	89,652	94,133	96,958	99,867	102,863	-	-
Hourly	27.925	29.321	30.787	32.326	33.296	34.295	35.324	-	-
Bi-Weekly	3,127.62	3,283.96	3,448.15	3,620.50	3,729.15	3,841.04	3,956.27	-	-
LP8	84,017	88,219	92,631	97,263	100,181	103,187	106,282	-	-
Hourly	40.393	42.413	44.534	46.761	48.164	49.609	51.097	-	-
Bi-Weekly	3,231.42	3,393.04	3,562.73	3,740.88	3,853.12	3,968.73	4,087.77	-	-
F15	84,020	88,222	92,634	97,267	100,184	103,190	106,285	-	-
Hourly	28.853	30.296	31.811	33.402	34.404	35.436	36.499	-	-
Bi-Weekly	3,231.54	3,393.15	3,562.85	3,741.04	3,853.23	3,968.85	4,087.88	-	-

Grade	Department	Job Title
FT8	Fire	Firefighter in Training (40 hours)
FP8	Fire	Firefighter Paramedic in Training (40 hours)
F09	Fire	Firefighter EMT
F10	Fire	Fire Engineer EMT
F11	Fire	Firefighter Paramedic
F12	Fire	Fire Engineer Paramedic
LE8	Fire	Fire Lieutenant EMT (40 hour) – CRR
F14	Fire	Fire Lieutenant EMT
LP8	Fire	Fire Lieutenant Paramedic (40 hour) – CRR
F15	Fire	Fire Lieutenant Paramedic

APPENDIX A

Ankeny Professional Fire Fighters Employees' Union

FY 2027 Wage Schedule

Step	Hr/2912	FF/EMT
1	$ 22.493	$ 65,500
2	$ 23.336	$ 67,954
3	$ 24.211	$ 70,502
4	$ 25.119	$ 73,147
5	$ 26.061	$ 75,890
6	$ 27.038	$ 78,735
7	$ 28.052	$ 81,687
8	$ 29.104	$ 84,751
9	$ 30.195	$ 87,928

Step	Hr/2912	FF/Paramedic
1	$ 25.733	$ 74,934
2	$ 26.762	$ 77,931
3	$ 27.832	$ 81,047
4	$ 28.945	$ 84,288
5	$ 30.103	$ 87,660
6	$ 31.307	$ 91,166
7	$ 32.559	$ 94,812
8	$ 33.861	$ 98,603
9	$ 35.215	$ 102,546

Step	Hr/2912	Engineer
1	$ 27.593	$ 80,351
2	$ 28.697	$ 83,566
3	$ 29.845	$ 86,909
4	$ 31.039	$ 90,386
5	$ 32.281	$ 94,002
6	$ 33.572	$ 97,762
7	$ 34.915	$ 101,672
8	$ 36.312	$ 105,741

Step	Hr/2912	Lieutenant
1	$ 30.907	$ 90,000
2	$ 32.143	$ 93,600
3	$ 33.429	$ 97,345
4	$ 34.766	$ 101,239
5	$ 36.157	$ 105,289
6	$ 37.603	$ 109,500
7	$ 39.107	$ 113,880
8	$ 40.671	$ 118,434

City wage proposal 02.06.26

APPENDIX A

Ankeny Professional Fire Fighters Employees' Union

FY 2028 Wage Schedule

Step	Hr/2912	FF/EMT
1	$ 23.280	$ 67,791
2	$ 24.153	$ 70,334
3	$ 25.059	$ 72,972
4	$ 25.999	$ 75,709
5	$ 26.974	$ 78,548
6	$ 27.986	$ 81,495
7	$ 29.035	$ 84,550
8	$ 30.124	$ 87,721
9	$ 31.254	$ 91,012

Step	Hr/2912	FF/Paramedic
1	$ 26.634	$ 77,558
2	$ 27.699	$ 80,659
3	$ 28.807	$ 83,886
4	$ 29.959	$ 87,241
5	$ 31.157	$ 90,729
6	$ 32.403	$ 94,358
7	$ 33.699	$ 98,131
8	$ 35.047	$ 102,057
9	$ 36.449	$ 106,139

Step	Hr/2912	Engineer
1	$ 28.559	$ 83,164
2	$ 29.701	$ 86,489
3	$ 30.889	$ 89,949
4	$ 32.125	$ 93,548
5	$ 33.410	$ 97,290
6	$ 34.746	$ 101,180
7	$ 36.136	$ 105,228
8	$ 37.581	$ 109,436

Step	Hr/2912	Lieutenant
1	$ 31.988	$ 93,149
2	$ 33.268	$ 96,876
3	$ 34.599	$ 100,752
4	$ 35.983	$ 104,782
5	$ 37.422	$ 108,973
6	$ 38.919	$ 113,332
7	$ 40.476	$ 117,866
8	$ 42.095	$ 122,581

City wage proposal 02.06.26

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LABOR AGREEMENT

Between the

ANKENY PROFESSIONAL FIRE FIGHTERS

EMPLOYEES' UNION

and

THE CITY OF ANKENY

July 1, 2026 – June 30, 2028

Docusign Envelope ID: 010EB8E2-857E-8D82-8276-699F1F25C35B

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PREAMBLE

The City of Ankeny, hereinafter referred to as the “Employer or City”, and Ankeny Professional Fire Fighters Employees’ Union hereinafter referred to as the “Union”, agree as follows:

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ARTICLE 1: RECOGNITION

Section 1.
Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union, the City does hereby recognize the Union during the term of this Agreement as the sole and exclusive representative for all employees of the City included in the bargaining unit as:

Included: All full-time paid career Fire Fighters, Engineers, and Lieutenants

Excluded: The Fire Chief, Deputy Chiefs, Division Chiefs, Battalion Chiefs, and part-time employees, and all others excluded by Section 4 of the Public Employment Relations Act.

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ARTICLE 2: UNION BUSINESS

Section 1. Bulletin Boards

The City shall provide space on bulletin boards, or allow the Union to maintain its own bulletin boards, at all fire stations. Bulletin boards will be used for the posting of Union notices regarding elections, appointments, meetings, and recreational and social affairs. Prior to the posting of any other notice, the notice must be authorized by the Vice President and submitted to the Fire Chief or their designee, who shall approve or disapprove the posting.

Section 2. Union Meetings

Union meetings shall be able to be held at any fire station when it does not interfere with Fire Department business or training. Whenever possible the meeting will be held at Fire Station 1.

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ARTICLE 3: MANAGEMENT RIGHTS

Section 1.
The City shall retain whatever rights and authority as set out in Section 20.7 of the Code of Iowa, amended, and nothing shall diminish said rights, except as herein expressly stated in this agreement.

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ARTICLE 4: SENIORITY

Section 1. Probationary Period
All employees shall serve a probationary period of twelve (12) months. An employee may be laid off or discharged any time prior to the end of the probationary period and such discharge or lay off shall not be subject to the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Union shall not assert or present any grievance or appeal on behalf of any employee because of any matter or occurrence whatsoever falling within the probationary period. The probationary period may be extended upon agreement of the employee and the Fire Chief.

Section 2. Seniority
After successful completion of the probationary period, the employee shall have established seniority and the employee's seniority date shall be retroactive to the most recent date of employment in a full-time position. For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purposes of the Agreement, the term employee shall mean full-time employee.

Layoff and seniority rights for Civil Service employees shall be administered in accordance with Chapter 400, Code of Iowa. During layoff, the employee shall not accrue or receive any privileges, benefits or pay granted by this Agreement.

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons:

A. Resignation
B. Discharge
C. Death
D. Retirement
E. If, after a layoff, the employee fails to report to work within five [5] workdays after being notified to report to work.

The seniority of employees with the same date of employment shall be determined by their ranking on the Civil Service Certified List from which they were hired. In the event two employees have equal ranking, seniority shall be determined alphabetically by last name.

Section 3. State and Federal Law
Matters of probationary period, seniority, promotions, demotions, discharge, suspensions, disability, retirement, and other matters governed by State and Federal Law shall not be subject to collective bargaining.

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ARTICLE 5: SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

A grievance is defined as a complaint or dispute between the City and an employee member of the bargaining unit, or group of employees in the bargaining unit, regarding the application, meaning or interpretation of this agreement. Upon the execution of this agreement, the Fire Chief shall provide written notification to employees of person(s) designated as "the Chief's representative" to receive Step 1 grievances.
A grievance shall be settled in the following manner:

Step 1. The Employee, the Union, or group of employees shall take up the grievance or dispute in writing with the Chief's designated representative within ten (10) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The designated representative shall attempt to adjust the matter, and shall respond in writing to the Employee within ten (10) calendar days.

Step 2. If the grievance has not been resolved, it shall be presented in writing to the Fire Chief within ten (10) calendar days of the designated representative's response to Step 1. The Chief shall respond in writing to the Employee within ten (10) calendar days.

Step 3. If the grievance remains unresolved, it shall be presented in writing by the Employee or the Union representative to the City Manager or his designee within ten (10) calendar days after the Chief's response. The City Manager or designee will meet with the appropriate Union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and the Union representative within ten (10) calendar days.

Step 4. If the grievance is still unsettled, either party has fifteen (15) calendar days after the reply of the City Manager by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union within ten (10) calendar days after notice has been given. If the parties fail to select an arbitrator, the Iowa Public Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The Employer and the Union will determine by coin toss who has the option of exercising the first strike. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the

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Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2. Time Limits

Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.
Time limits may be extended only upon the mutual agreement of the parties.

Section 3. Exclusive Remedy

This grievance procedure is the exclusive mechanism by which grievances under this contract may be exercised. Disputes under the jurisdiction of the City Civil Service Commission may not be filed as grievances.

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ARTICLE 6: RULES AND REGULATIONS

Section 1. Standard Operating Procedures/Standard Operating Guidelines
An electronic copy of the fire department's standard operating procedures (SOP)/standard operating guidelines (SOG) shall be maintained on the City server. All SOP/SOG and revisions thereto shall be dated and signed by the Fire Chief or their designee and shall become effective 10 calendar days after a copy is emailed to the union president. Employees shall familiarize themselves with the standard operating procedures and shall be responsible for complying with same. SOPs/SOGs shall be controlling only to the extent that they are not in conflict with the provisions of this agreement and Iowa Law.

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ARTICLE 7: HOURS OF WORK

Section 1. Work Shift
All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Only three full-time employees (rank of Lieutenant and lower) will be allowed to be off at the same time without expressed, written permission by the Fire Chief or their designee.

Section 2. Twenty-Four (24) hour Shift Personnel
A normal shift for an employee assigned to a twenty-four (24) hour shift shall consist of twenty-four (24) hours paid time starting at times established by the Fire Chief, followed by two consecutive days off or an equivalent 48 hours off. Full-time personnel will be assigned to one of three rotating 24 hour shifts (A, B or C),

Assuming proper coverage, off-going personnel will be relieved at the end of their shift unless they are held over from an ongoing emergency call for service, completion of a patient care report or returning apparatus to a level of readiness. Off-going personnel may not leave the fire station until properly relieved by personnel as scheduled.

If there is a deficiency in the duty crew staffing for any specific time period within a duty shift (full-time or part-time), the department's administration reserves the right to hold over or call back full-time personnel for the time necessary to ensure minimum coverage. If a full-time employee is required to be held over from the previous day's shift, this will be done on an alternating basis. Holdover time will be paid at the overtime rate in 15-minute increments. The employee who is being held over shall be scheduled for the duration of the open shift or until a mutually agreed time between the employee and supervisor. Any callback will be for a minimum of two hours and compensated at the normal overtime rate as well.

In the event employees are attending paramedic school or Fire/EMS training academy, they may be assigned to a 40 hour schedule as mutually agreed upon by the Fire Chief.

In the event of a light duty assignment, the Fire Chief shall have the right to determine the work duties and work schedule.

Section 3. Forty (40) hour workweek Personnel
A normal shift for an employee assigned to a forty (40) hour workweek shall consist of eight (8) hours per workday and scheduled for five (5) days followed by two (2) days off, or four (4) ten (10) hour workdays with three (3) days off duty with the permission of the Fire Chief or their designee.

In the event no personnel promotes or voluntarily transfers to the position of Lieutenant Community Risk Reduction, appointment will be made for no longer than one (1) year, or 365 days, and will be assigned on a rotational basis starting with the least senior member that qualifies for the position.

Section 4. Emergency
The Employer retains the right to schedule hours or work during emergency periods, different from those indicated above and to call back any and all Employees for work during emergency periods.

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ARTICLE 8: SHIFT TRADING

Section 1. Voluntary Time Trade
Shift trades will be allowed between equivalent full-time shift personnel, pending prior approval by the Fire Chief or their designee. Shift trades cannot create additional overtime.

The Fire Department shall not be responsible for enforcing any agreement between employees. It is understood the originally scheduled employee remains responsible for his/her shift.

Time trades between employees are initiated by a member for the member's benefit and not for the benefit of the City. All trades of time between employees are strictly voluntary and shall not result in overtime pay. Any time trade that would result in overtime pay under the Fair Labor Standards Act (FLSA) or any other law, regulation or rule is not allowed.

Section 2. Early Relief
Oncoming shift personnel may relieve off going personnel no more than 60 minutes prior to the start of the shift without a formal approval of the voluntary time trade by the Fire Chief or their designee.

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ARTICLE 9: OVERTIME

Section 1. Rate of Pay
Time and one-half (1½) the Employee's regular hourly rate of pay shall be paid for all overtime hours worked.

Section 2. Work Period
In accordance with Section 7(k) of the Fair Labor Standards Act, the work period established by the employer for twenty-four (24) hour shift personnel shall consist of twenty-eight (28) days. The normal schedule during this work period shall fluctuate between two hundred sixteen (216) and two hundred forty (240) hours of duty incorporating a rotating schedule as set out in Article 8. Hours of Work. The parties understand that the work period and the pay period do not coincide. They anticipate that the hours worked in each pay period will fluctuate.

Section 3. FLSA Overtime
In accordance with Section 7(k) of the Fair Labor Standards Act, the work period established by the employer for twenty-four (24) hour shift personnel shall consist of twenty-eight (28) days, and for any regularly scheduled hours in excess of two hundred twelve (212) hours, employees shall be paid at the overtime rate of one-half (1/2) times the employee's regular rate of pay for each such hour. Employees are paid an overtime premium of one-half (1/2) the regular rate of pay for working the scheduled FLSA overtime hours because they have already received compensation for the hours at the straight time hourly rate. Employees will be paid their overtime premium for scheduled FLSA overtime worked in each 28-day work period in the paycheck associated with the end of that 28-day work period.

Section 4. Contractual Overtime
Overtime hours, other than the FLSA overtime hours, shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular rate of pay for each hour worked. For purposes of calculating overtime, all hours that are in pay status shall be treated as hours worked. Employees will be paid for contractual overtime in the paycheck associated with the pay period in which the contractual overtime was worked.

For forty (40) hour workweek employees "contractual overtime" shall be paid at the overtime rate of one and one-half (1 ½) times for all hours worked over forty (40) hours in a week. If a 40-hour workweek employee volunteers to work overtime on the 24-hour shift, the employee shall be paid one and one-half times at the hourly rate for a 56-hour workweek employee. For purposes of calculating overtime, all hours that are in pay status shall be treated as hours worked.

Section 5. Reported Annual Wages
Annual wages are based upon a regular work year of 2912 hours at straight time hourly rate. In addition, 156 of these 2912 hours are scheduled to be compensated at a FLSA overtime rate of one-half of the regular rate. Annual wages are the wages that will be reported to the MFPRSI for pension purposes in addition to other pension taxable earnings as defined by MFPRSI.

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Section 6. Court Appearance

The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties. When said court appearance occurs outside their regularly scheduled work time Employees will receive time and one-half (1 ½) for said court appearance. Employee shall obtain all fees paid by the court for their appearance and shall remit same to the City.

Section 7. Comp Time

Forty (40) hour week shift personnel, at their discretion, shall be compensated in cash or compensatory time at a rate of time and one-half (1 1/2) times for all hours worked in excess of forty (40) in any work week. Comp time shall be allowed to accumulate up to one hundred twenty (120) hours per fiscal year. All accumulated comp time not taken by the end of the fiscal year will be paid. Comp time may be used in increments of one-quarter hour and will be scheduled mutually by the Employee and the Fire Chief or their designee.

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ARTICLE 10: HEALTH AND WELFARE

Section 1. Group Life

Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 150% of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

Section 2. Group Medical

A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning July 1, 2026, and continuing through June 30, 2028, each month the Employer will pay

88% for single coverage
88% for employee + child(ren)
88% for employee + spouse
88% for family coverage

The Employer's contribution set out above will increase by 2 percentage points for those employees who qualify under the Employer's "Wellness Program".

B. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

Section 3. Group Dental

The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

Section 4. Wellness Reimbursement

The Employer will pay up to $216 per fiscal year for participating in the City's Wellness Plan, subject to the terms of the Plan Summary as determined by the City and applied to other City Employees as of July 1, 2026. If at any time during the duration of the Agreement, the City provides a greater wellness reimbursement to the employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

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ARTICLE 11: UNIFORMS

Section 1. Authorized Use
If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the workplace.

Section 2. Replacement or Repair
If the employee is required to wear a uniform as a condition of employment established by the Employer, the uniform shall be furnished by the Employer. The Employee is not responsible for fair wear and tear to the uniform. The Employee is responsible for any damage caused to the uniform by deliberate act or by deliberate violation of the work rules.

Section 3. Protective Clothing
If an Employee is required to wear a protective device as a condition of employment established by the Employer, the protective device shall be furnished and maintained by the Employer. Uniforms and protective devices include shoes.

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ARTICLE 12: VACATION AND PERSONAL TIME

Section 1. Vacation Period
All eligible Employees shall be granted an annual paid vacation for the period specified below, based on the following requirements:

Years of service	Vacation Per Year (24 hour personnel)	Vacation Per Year (40 hour workweek)
after 1 year	120 hours	80 hours
after 5 years	168 hours	120 hours
after 10 years	216 hours	160 hours
after 15 years	288 hours	200 hours

There shall be no pro rata accrual of vacation time.

Section 2. Eligibility
An Employee is not eligible for a paid vacation until they have completed twelve (12) consecutive calendar months of service. Therefore, an Employee will not accrue additional vacation until they have completed an additional twelve (12) consecutive months of service.

Section 3. Vacation Pay
The rate of vacation pay shall be the Employee's regular hourly rate of pay as defined in Article 15, Wages, in effect for the Employee's classification on the day immediately preceding the Employee's vacation period.

Section 4. Scheduling
An official vacation/personal leave calendar will be maintained for full-time Employees by the Fire Chief or their designee. Vacation and personal leave will be scheduled twice a year (April and October). To ensure parity, each full-time employee will be allowed to choose various 24 hour shifts to be taken off on a rotating basis—with the first choice going to the employee with the most seniority. No two consecutive recognized holidays that fall on an employee's scheduled workday within a six (6) month vacation pick period may be taken off by the same employee unless the holiday remains open after vacation picks.

Vacation time shall be taken in increments of a minimum of 12 hours unless authorized by the Fire Chief or their designee.

Section 5. Accumulation of Vacation Time
Vacation time must be taken within the twelve (12) month period after the completion of the service year in which it is earned.

An Employee may carry-over up to seventy-two (72) hours of accrued vacation time, or up to twenty-four (24) hours of accrued vacation time for 40-hour workweek employees, to be used within sixty (60) days of completion of the service year in which it is earned.

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Section 6. Vacation "Sell Back"
Each year an Employee shall have the option to "sell back" up to 72 hours (for 24 hour shift employees) or 40 hours (for 40 hour workweek employees) of their vacation accumulation prior to their anniversary date. It shall be the sole responsibility of the Employee requesting to be paid out to submit the request form in a timely manner. Vacation payouts shall be made on the last payroll prior to their anniversary date.

Section 7. Unused Vacation Time
An Employee who is laid off, discharged, retired or separated from the service of the Employer or dies, shall be compensated for any unused vacation they have earned at the time of such layoff, discharge, retirement, separation or death provided they have successfully completed their probationary period and has given a minimum of two weeks written notice. Accrued vacation time may not be used to satisfy the two week minimum termination notice requirement, unless waived under special circumstances by the City Manager. All unused vacation will be paid in lump sum on the employee's last paycheck. An employee's termination date will be their last working day.

Upon an employee's separation of service in good standing, an employee who has completed twenty (20) years or more of service with the City of Ankeny, shall be paid for all accrued but unused vacation time into a Retirement Health Savings plan established by the City for the benefit of the Employee.

Section 8. Personal Time
Each year on July 1, full-time shift employees shall receive five (5) 24 hour shifts off or five (5) 8 hour shifts, or four (4) 10 hour shifts off for paid personal time to be taken at any time during the fiscal year. There will be no carryover of these paid personal time days. Personal leave is not paid out at time of separation. You must use it prior to your last working day or you lose it.

Personal time may be taken in any increment with approval from the Fire Chief or their designee.

Employees hired between July 1 and October 1 shall receive five (5) 24 hour shifts or five (5) 8 hour shifts, or four (4) 10 hour shifts off for paid personal time; after October 1 but prior to January 1 shall receive four (4) 24 hour shifts or four (4) 8 hour shifts, or three (3) 10 hour shifts off for paid personal time; after January 1 but prior to April 1 shall receive three (3) 24 hour shifts off or three (3) 8 hour shifts, or two (2) 10 hour shifts for paid personal time; after April 1 but prior to July 1 shall receive two (2) 24 hour shifts or two (2) 8 hour shifts or one (1) 10 hour shift off for paid personal time.

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ARTICLE 13: SICK LEAVE

Section 1. Definition
Sick leave is that leave which may be earned by an Employee which, after earned, may be used by the Employee in case of actual personal illness or injury to themselves or their immediate family.

Section 2. Eligibility
Full time shift employees shall be eligible to earn sick leave after thirty (30) days of consecutive service with the employer.

Section 3. Earned leave
Eligible employees shall be allowed to earn sick leave at the rate of 16.8 hours per month for 24 hour shift employees or 8 hours per month for 40 hour workweek employees each consecutive calendar month of service, commencing on the first day of the first full calendar month of service after the thirty (30) day waiting period.

Sick leave shall be earned during any calendar month of service only if the Employee has received compensation in each of the regularly scheduled work weeks during the calendar month of service.

Section 4. Accumulation
Sick leave may accumulate from year to year, but the maximum accumulation of sick leave at any time shall not exceed 2240 hours 24-hour shift employees and not to exceed 1600 hours for 40-hour workweek employees.

Section 5. Used sick leave
Sick leave may be granted, if earned, in minimum units of one-half (1/2) hour, unless prior approval is granted.

Section 6. Unused sick leave
Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid 30% of their sick leave balance, up to a maximum of 560 hours (for 24 hour shift employees) or 400 hours (for 40 hour workweek employees), into a Retirement Health Savings plan established by the City for the benefit of the Employee. There shall be no payout of any sick leave balance for employees who involuntarily terminate or resign in lieu of termination, or employees who have less than 20 years of service with the City of Ankeny.

Section 7. Immediate Family Provision
When an Employee must be away from the job for the health or medical needs of an immediate family member, such leave may be granted and charged against sick leave time accrued. "Immediate Family" for purposed of this article, is defined as the Employee's spouse, child, step-child, parent or step-parent.

No more than seventy-two (72) hours of sick leave per calendar year may be used for the immediate family members, or forty (40) hours for an 40 hour workweek employee. In the event of a catastrophic illness or injury (including any condition that qualifies for FMLA leave) additional use of sick leave may be granted by the City Manager.

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ARTICLE 14: LEAVE OF ABSENCE

Section 1. Eligibility
Employee shall be eligible for leaves of absence after six (6) months of service with the Employer. Leaves of absence shall be for a maximum of one (1) year.

Section 2. Application for Leave
A request for a leave of absence shall be submitted in writing by the Employee to the Fire Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave
The Fire Chief shall grant or deny leave, taking into consideration the division's work units, workload and the Employee's request.

Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa) the Employee shall be returned to the position they held at the time the leave was requested.

Section 4. Paid Leaves

A. Bereavement Leave:
In the event of a death in the immediate family of an Employee—spouse, parents, step-parent, children, step-children, father-in-law, mother-in-law—the Employee should be granted seven (7) consecutive calendar days leave of absence with full pay. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of a spouse, the Employee should be granted four(4) consecutive calendar days leave of absence with full pay. In most cases the bereavement leave should be taken within one week of the death of the immediate family member. A 40 hour workweek employee will follow the language in the employee handbook.

B. Jury Duty:
If regular full-time employees are called to jury duty, upon providing proof of such duty, the city will continue to pay your wage or salary. In addition, the employee is allowed to keep any compensation received from the court system for their jury duty. If you are released and there are two or more hours left in your normal workday, you will need to return to work.

C. Voting Time. Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

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Section 5. Paid and/or Unpaid Leaves.

A. Military Service. Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of paid military leave per calendar year. A day is defined as a normally scheduled working day for an employee. For military leave lasting less than 30 days, the City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for five days, then five days of paid military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) consecutive days or more, military leave is counted for all days that the employee is performing military service. For example, if an employee is ordered to participate in training that is for forty-five (45) consecutive days, the first 30 calendar days will be considered toward the paid 30 day maximum and the employee will be paid for their normally scheduled working days during that first thirty day period. After the thirty days the employee will be in an unpaid status unless he/she chooses to use PTO time to cover for any benefit deductions.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

Copies of all orders shall be given to the Fire Chief or their designee and to Human Resources at least ten working days prior to reporting to duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

B. Family Medical Leave Act (FMLA): The parties agree to comply with the provisions of the Family and Medical Leave Act

C. Paid Parental Leave: Employees will be eligible to participate in the City's Parental Leave Policy subject to the terms of the program as determined by the City and applied to other City employees as of July 1, 2025. If at any time during the duration of this Agreement, the City provides greater parental leave benefits to employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit

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ARTICLE 15: WAGES

Section 1. Wage Schedule
The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining and awarding step increases, the first pay period of each fiscal year shall be the date used. Any employee who was hired prior to December 31st shall be eligible to receive a step increase for the next fiscal year.

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

Employees will be paid their overtime premium of one-half (½) the regular rate of pay for scheduled FLSA overtime worked in each 28-day work period in the paycheck associated with the end of that 28-day work period.

July 1, 2026 – new scale
July 1, 2027 – 3.5% ATB

Section 2. Lateral entry
New employees who at the time of hire are currently certified Paramedics and have the appropriate fulltime experience as stated below are eligible for lateral entry if they meet the following conditions:

Completion of 12 months (1 year) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 2.

Completion of 24 months (2 years) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 3.

Completion of 36 months (3 years) as a FT Paramedic at another agency or a PT Paramedic for the Ankeny Fire Department shall be paid at Step 4.

If a lateral transfer employee starts at a wage above a current employee, who has the same or more post paramedic certification service with the Ankeny Fire Department, those current employees will be moved to the equivalent pay step at the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post paramedic certification service will start the date the employee received the certification.

Section 3. Working Out-of-Classification
Firefighter Acting Pay: An Employee who meets the qualifications who is required to accept responsibilities and carry out the duties of a position or rank above the Employee's current position or rank, shall be paid at the employee's current hourly rate plus an additional supplemental pay per hour while so acting. Acting pay shall be paid at the following rates when an employee serves in that capacity for twelve (12) hours or more of the shift.

Acting Engineer: $1.50 per hour
Acting Lieutenant: $2.00 per hour
Acting Battalion Chief: $2.50 per hour

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ARTICLE 16: HOLIDAYS

Section 1. Recognized Holidays

The following holidays should be recognized holidays:

1) New Year's Day
2) Martin Luther King Jr. Day
3) Memorial Day
4) Independence Day
5) Labor Day
6) Thanksgiving Day
7) The Friday following Thanksgiving
8) Christmas Eve Day
9) Christmas Day

The actual day the holiday falls shall be observed as the holiday. Full-time twenty-four hour shift employees will be expected to work all official holidays that fall upon their regular shift day unless authorized in advance to use other paid leave time on that day.

Full-time forty (40) hour workweek employees shall receive holiday pay for each of the holidays listed above that fall on their normal workday and will not be expected to work the holiday. For holidays that fall on a weekend, the employee shall receive holiday pay for, and not be expected to work, the day that the non-union employees observe as the holiday. If the employee volunteers or is required to work the actual holiday as listed above on the twenty-four (24) hour shift, the employee shall receive time and one-half pay, at the equivalent hourly rate for a 24-hour shift employee, for the number of hours worked on the holiday, in addition to the holiday pay.

Section 2. Holiday Work

If an Employee's regular work schedule includes a holiday, they shall be paid time and one-half (1 ½) for each hour worked on the holiday. If an Employee volunteers to work a holiday that is not a part of their regular work shift, they shall receive double time (2) in lieu of time and one-half (1 ½). If an employee is mandated to work on a holiday that is not a part of their regular work shift, they shall receive double time and one-half (2 ½) in lieu of time and one-half (1 ½).

The holiday work rate of pay shall start at the beginning of the shift on the day of the actual holiday and continue for 24 hours until the end of the shift on the next day.

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ARTICLE 17: PERFORMANCE STANDARDS

Section 1.
Recognizing the wage and benefit increases provided for in this agreement are of substantial nature, the Union hereby pledges for itself and all its members, the employees of the City, that they will perform their work effectively and efficiently to be the best of their ability, and will cooperate in the introduction of such methods, techniques, and procedures of operation as the City may introduce or put into effect for the purpose of better and more effective operation to the end that the City Fire Department may increase the quality and efficiency of operation. It is further recognized that all articles of this agreement will remain contingent upon performance standards or norms that may be established and/or revised, notwithstanding the existence of prior performance levels, norms or standards and that such standards shall be developed by usual work measurement procedures and may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees, and those employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with City and departmental rules and regulations.

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ARTICLE 18: SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

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ARTICLE 19: AGREEMENT AND WAIVER CLAUSE

This Agreement supersedes and cancels all previous Agreements between the City and the Union and constitutes the entire Agreement between the parties and concludes collective bargaining for its term. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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ARTICLE 20: TERMINATION

This Agreement shall be effective as of July 1, 2026, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, 2028. The Agreement shall remain in full force and effect during the period of negotiations.

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IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 6th day of April, 2026, at Ankeny, Iowa.

FOR THE ANKENY PROFESSIONAL FIRE FIGHTERS EMPLOYEES' UNION

Signed by:
By: Nick DeVries
32C83F09AA5A41E...
Nick DeVries, Union President

Signed by:
By: Ross Budden
8C3FF946C541423...
Ross Budden, Union Secretary/Treasurer

FOR THE CITY OF ANKENY, IOWA

Signed by:
By: Mike Schrock
5A41B864BD8042B...
Mike Schrock, City Manager

By: _____
Bobbi B. Bentz, Mayor

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APPENDIX A

Ankeny Professional Fire Fighters Employees' Union

FY 2027 Wage Schedule

Step	Hr/2912	Hr/2080	FF/EMT
1	$ 22.493	$ 31.490	$ 65,500
2	$ 23.336	$ 32.670	$ 67,954
3	$ 24.211	$ 33.895	$ 70,502
4	$ 25.119	$ 35.167	$ 73,147
5	$ 26.061	$ 36.486	$ 75,890
6	$ 27.038	$ 37.853	$ 78,735
7	$ 28.052	$ 39.273	$ 81,687
8	$ 29.104	$ 40.746	$ 84,751
9	$ 30.195	$ 42.273	$ 87,928

Step	Hr/2912	Hr/2080	FF/Paramedic
1	$ 25.733	$ 36.026	$ 74,934
2	$ 26.762	$ 37.467	$ 77,931
3	$ 27.832	$ 38.965	$ 81,047
4	$ 28.945	$ 40.523	$ 84,288
5	$ 30.103	$ 42.144	$ 87,660
6	$ 31.307	$ 43.830	$ 91,166
7	$ 32.559	$ 45.583	$ 94,812
8	$ 33.861	$ 47.405	$ 98,603
9	$ 35.215	$ 49.301	$ 102,546

Step	Hr/2912	Hr/2080	Engineer
1	$ 27.593	$ 38.630	$ 80,351
2	$ 28.697	$ 40.176	$ 83,566
3	$ 29.845	$ 41.783	$ 86,909
4	$ 31.039	$ 43.455	$ 90,386
5	$ 32.281	$ 45.193	$ 94,002
6	$ 33.572	$ 47.001	$ 97,762
7	$ 34.915	$ 48.881	$ 101,672
8	$ 36.312	$ 50.837	$ 105,741

Step	Hr/2912	Hr/2080	Lieutenant
1	$ 30.907	$ 43.269	$ 90,000
2	$ 32.143	$ 45.000	$ 93,600
3	$ 33.429	$ 46.800	$ 97,345
4	$ 34.766	$ 48.673	$ 101,239
5	$ 36.157	$ 50.620	$ 105,289
6	$ 37.603	$ 52.644	$ 109,500
7	$ 39.107	$ 54.750	$ 113,880
8	$ 40.671	$ 56.939	$ 118,434

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APPENDIX A

Ankeny Professional Fire Fighters Employees' Union

FY 2028 Wage Schedule

Step	Hr/2912	Hr/2080	FF/EMT
1	$ 23.280	$ 32.592	$ 67,791
2	$ 24.153	$ 33.814	$ 70,334
3	$ 25.059	$ 35.083	$ 72,972
4	$ 25.999	$ 36.399	$ 75,709
5	$ 26.974	$ 37.763	$ 78,548
6	$ 27.986	$ 39.180	$ 81,495
7	$ 29.035	$ 40.649	$ 84,550
8	$ 30.124	$ 42.174	$ 87,721
9	$ 31.254	$ 43.756	$ 91,012

Step	Hr/2912	Hr/2080	FF/Paramedic
1	$ 26.634	$ 37.288	$ 77,558
2	$ 27.699	$ 38.778	$ 80,659
3	$ 28.807	$ 40.330	$ 83,886
4	$ 29.959	$ 41.943	$ 87,241
5	$ 31.157	$ 43.620	$ 90,729
6	$ 32.403	$ 45.364	$ 94,358
7	$ 33.699	$ 47.178	$ 98,131
8	$ 35.047	$ 49.066	$ 102,057
9	$ 36.449	$ 51.028	$ 106,139

Step	Hr/2912	Hr/2080	Engineer
1	$ 28.559	$ 39.983	$ 83,164
2	$ 29.701	$ 41.581	$ 86,489
3	$ 30.889	$ 43.245	$ 89,949
4	$ 32.125	$ 44.975	$ 93,548
5	$ 33.410	$ 46.774	$ 97,290
6	$ 34.746	$ 48.644	$ 101,180
7	$ 36.136	$ 50.590	$ 105,228
8	$ 37.581	$ 52.613	$ 109,436

Step	Hr/2912	Hr/2080	Lieutenant
1	$ 31.988	$ 44.783	$ 93,149
2	$ 33.268	$ 46.575	$ 96,876
3	$ 34.599	$ 48.438	$ 100,752
4	$ 35.983	$ 50.376	$ 104,782
5	$ 37.422	$ 52.391	$ 108,973
6	$ 38.919	$ 54.487	$ 113,332
7	$ 40.476	$ 56.666	$ 117,866
8	$ 42.095	$ 58.933	$ 122,581

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Consider motion to approve the Ankeny Police Department Employees' Union Labor Agreement commencing on July 1, 2026, and authorize execution of said agreement.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL
Become the Employer of Choice

ACTION REQUESTED
Motion
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY
Negotiations with the Police Union have finished and a new three-year collective bargaining agreement will begin on July 1, 2026, and continue until June 30, 2029.
Summary of material changes to the contract:

- Wages FY27: 4% ATB with a restructuring of the step system (drop beginning step, add a top step).
- Wages FY28: 3% ATB.
- Wages FY29: 3% ATB.
- Field Training Officer Pay was increased from 2 hours OT per week to 3 hours OT per week while training a new officer.
- On-call supplemental pay of $50 per day was added for those officers who are assigned to be on call 24/7 for the day.
- The city portion of the health insurance premiums decreased from 89% to 88%, which leaves employees paying 12% of the premium.
- The definition of immediate family for purposes of using medical leave bank was broadened to include parent and step-parent, consistent with the employee handbook.

A red-lined version is also attached so you may review the changes.

The financial impact is primarily driven by structured wage increases and specialty pay adjustments.

This agreement provides competitive wage growth, improves recruitment and retention tools, and equalizes PTO and leave policies.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approving the Ankeny Police Department Employees' Union Labor Agreement commencing on July 1, 2026, and authorize execution of said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Teamsters contract FY27 revisions
2. Teamsters contract FY27 - FY29

LABOR AGREEMENT

Between the

ANKENY POLICE DEPARTMENT

EMPLOYEES' UNION

TEAMSTERS LOCAL UNION #238

and

THE CITY OF ANKENY

July 1, ~~2022~~ 2026 – June 30, ~~2026~~2029

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PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Ankeny Police Department Employees' Union, Teamsters Local Union #238 hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for: all police officers

Section 2. Non-Discrimination. The Employer and the Union agree that there will be no unlawful discrimination against any Employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

ARTICLE 2: MANAGEMENT AND UNION RIGHTS

Section 1. The Employer shall retain all rights set out in Chapter 20.7, Code of Iowa.

Section 2. The Employees shall retain all their rights under Chapter 20.8, Code of Iowa.

Section 3. General. In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas, on a unilateral basis.

Unless otherwise expressly limited by the terms of this Agreement, the exercise of any management prerogative, function, or right is not subject to the Grievance and Arbitration Procedure and is not within the jurisdiction of any arbitrator.

Section 4. Department Work Rules. The Employer may from time to time adopt new and/or different changes in existing department work rules and regulations. In the event departmental rules or regulations promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE 3: PROBATIONARY PERIOD

Section 1. General. The Employer and the Union recognize the obligations and responsibilities imposed by Section 400.8(2)(3), the Code of Iowa.

Section 2. Probationary Period. All new police officers shall be subject to a nine (9) month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her probationary period

shall be nine (9) months from date of hire. During the probationary period an employee can be discharged by the Employer with or without cause.

Section 3. Seniority List. For those Employees who continue employment past the probationary period, their date of seniority shall be computed as the original date of hire.

Section 4. Police Academy. All new police officers must be enrolled in a certified police academy within twelve (12) months and graduate from the same within eighteen (18) months from date of hire. If the Employee fails the police academy at any time, he/she may be discharged, and said failing of the academy shall be cause for discharge. If the new Employee is not able to attend a certified academy because of work scheduling of the Employer, the Employer shall make every effort to send the new Employee to a certified police academy as soon as the workload permits. An Employee's probationary period does not end until expiration of the nine (9) months probationary period following graduation from a certified academy.

Section 5. Temporary Modified-Duty. Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified-duty. Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

ARTICLE 4: SENIORITY

Section 1. Definition. Seniority rights of Employees shall be those set out in Chapter 400 of the Code of Iowa.

Section 2. Work Force Changes.

a. Shift Selection. Employees shall bid on shifts by seniority annually. Shifts will begin on the first full pay period on or around July 1, however final discretion as to shift selection is with the Chief of Police to be exercised for purposes consistent with public safety.

b. Layoff and Recall. All cases of layoff and recall shall be consistent with the laws of the State of Iowa.

c. Promotions. The Employer and the Union recognize the obligations and responsibilities imposed by Chapter 400 in the Code of Iowa.

ARTICLE 5: SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. The Employee, with or without the Union Steward, shall take up the grievance or dispute in writing with the Employee's Captain within ten (10) days of the date of the grievance or the Employee's knowledge of its occurrence. The grievance shall be reduced to writing and signed by the aggrieved employee and include the following information: 1) a statement of the grievance and the facts upon which it is based; 2) the remedial action requested; 3) the section of this Agreement to which the grievance relates. The Captain shall attempt to adjust the matter and shall respond in writing to the Employee or the steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) working days of the Captain's response to Step 1. The Chief of Police shall respond in writing to the Employee or the steward within ten (10) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing by the Employee or the Union Steward to the City Manager or designee within seven (7) working days after the Chief's response. The City Manager or designee will meet with the appropriate Union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and his/her Union representative within ten (10) working days.

Step 4. If the grievance is still unsettled, either party has fifteen (15) working days after the reply of the City Manager or designee by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Iowa ~~Public Employment Relations~~Employment Appeal Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

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Commented [DG2R1]: Union TA 3/11/26

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 2. Time Limits. Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

Time limits may be extended only upon the mutual agreement of the parties.

Section 3. Exclusive Remedy. It is agreed by both the Union and the Employer that this grievance procedure is the exclusive mechanism by which grievances under this contract may be exercised. Both parties expressly waive their right to initiate a grievance procedure pursuant to the Code of the State of Iowa.

ARTICLE 6: TUITION AND SCHOOLING

Section 1. General. Recognizing the benefits to the Employer of a formal college education, the parties agree to encourage formal college education during off duty hours. Formal college education shall be completed while off duty and during the personal time of the employee. The employee shall not be paid overtime for attendance or work associated with college education. Tuition reimbursement shall be consistent with the City policy and approved rates.

Section 2. Payment for Schooling. At the determination of the Chief of Police, employees may be required or allowed to attend schooling or training related to their work.

Section 3. Recognized Formal Training. The Department will formally recognize training paid by the City and approved by the Chief of Police for employees of the Ankeny Police Department. Training that employees voluntarily attend on their own time and not paid for by the Department is not recognized as formal training.

ARTICLE 7: HOURS OF WORK

Section 1. Work Week. The work week shall consist of five (5) eight (8) hour days, or five (5) nine (9) hour days. At the discretion of the Police Chief, an optional four (4) ten (10) hour day schedule may be utilized for ~~the Detective Division~~specific units or specialized assignments.

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Section 2. Workday. All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time.

Section 3. Hours Worked. The following time shall be used to compute the hours of work required of each Employee:

A. All hours actually worked within the work schedule including court time and required school time;

B. Paid leaves.

The following time shall not be used in computing the hours of work required of each Employee:

A. Unpaid leaves;

B. Court time for civil cases unless the City is a party;

C. Voluntary school time; and

D. Overtime.

Section 4. Work Shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. In the event an officer is called in to work early, if staffing levels permit and there is mutual agreement between the officer and the supervisor, the officer may leave after fulfilling the number of normal work hours (8, 9, or 10) in his work shift. Officer will be paid overtime for all hours worked in excess of his regular 8, 9, or 10 hour shift.

Section 5. Modification. It is the intent and policy of the Employer to maintain the work schedule as defined in Section 1 of this Article. No change may be made in the existing work schedule unless it is necessary and proper for the protection and safety of the citizens as determined by the Chief of Police. Except in emergencies as defined under Section 7 below, no changes may be made except upon sixty (60) days' notice to the Employees affected.

Section 6. Split Shifts. The Employer retains the right to schedule split work shifts, but said split shift schedules shall not exceed the hours scheduled for regular work shifts.

Section 7. Emergency. The Employer retains the right to schedule hours of work during emergency periods, different from those indicated above and to call back, hold over, or extend any and all Employees for work during emergency periods. In the event the Employer has notice of said emergency period in advance of it happening, the Employer will notify the Employees affected of the contemplated change. Natural disasters, man-made disasters, and civil unrest shall be considered an emergency for purposes of this section.

Section 8. Court Appearance Payment. The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties when said court appearance occurs outside their regularly scheduled work time. Employees will receive a minimum of two (2) hours at time and one-half (1 ½) for said court appearance.

ARTICLE 8: OVERTIME

Section 1. Rate of Pay. Time and one-half (1½) the Employee's regular hourly rate of pay shall be paid for work performed in excess of the Employee's regularly scheduled shift.

Section 2. Assigned Overtime. On any occasion when a sufficient number of Employees do not accept overtime, the Employer has the right to assign overtime to eligible Employees based on reverse seniority. Posted overtime may be bid by seniority. Posted overtime that remains unfilled seven (7) days prior to the staffing need shall be available to all eligible Employees of the Department. Employees selecting the overtime with seven (7) calendar days or less remaining cannot have their selection bumped. Posted overtime that remains unfilled with two (2) calendar days or less remaining shall be assigned on reverse seniority.

Employees cannot be assigned or forced to work posted overtime for a retail requested special event (e.g. Black Friday).

Employees cannot be assigned or forced to work overtime during their days off if those days are either preceded or followed by two or more PTO days.

Staffing shortages that are not posted for bid, shall be filled by reverse seniority unless an Employee volunteers to work part or all of the overtime. When splitting a shift, reverse seniority shall only include Employees working or scheduled to work a shift on either side of the shift affected by the shortage. Reverse seniority does not include Employees already working overtime on the shift prior to or immediately following the affected shift.

An Employee whose shift is extended to staff a shortage is exempt from reverse seniority for a 24-hour period starting at the conclusion in which the overtime was accrued unless already scheduled to work.

Section 3. Call Back. In the event an officer is called to work outside his/her normal work shift he/she will be guaranteed a minimum of two (2) hours of overtime; however, in the event the work may be completed in less than two (2) hours, and if by mutual agreement of Employee and Employer, the Employee is allowed to leave work, then the Employee will be paid at the rate of time and one-half (1½) for the time actually spent at work.

ARTICLE 9: HEALTH AND WELFARE

Section 1. Group Life. Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 150% of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

Section 2. Group Medical.

A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

~~For the plan year beginning July 1, 2022, and continuing through June 30, 2023, each month the Employer will pay~~
~~90% for single coverage~~
~~90% for employee + child(ren)~~
~~90% for employee + spouse~~
~~90% for family coverage~~

~~For the plan year beginning July 1, 2023, and continuing through June 30, 2025, each month the Employer will pay~~
~~89% for single coverage~~

~~89% for employee + child(ren)~~
~~89% for employee + spouse~~
~~89% for family coverage~~

For the plan year beginning July 1, 2025, and continuing through June 30, 2026, each month the Employer will pay
~~88~~89% for single coverage
~~88~~89% for employee + child(ren)
~~88~~89% for employee + spouse
~~88~~89% for family coverage

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For the plan year beginning July 1, 2026, and continuing through June 30, 2029, each month the Employer will pay
88% for single coverage
88% for employee + child(ren)
88% for employee + spouse
88% for family coverage

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Commented [DG7R6]: Union TA 3/11/26

The Employer's contribution set out above will increase by 2 percentage points for employees who qualify for the Employer's "Wellness Program".

B. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

Section 3. Group Dental. The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

Section 4. ~~Fitness Membership~~Wellness Reimbursement. The Employer will pay ~~eighteen dollars ($18.00) a month toward a membership to any fitness center provided that the employee must have used the facilities at least six (6) times during the month for which reimbursement is sought.~~up to $216 per fiscal year for participating in the City's Wellness Plan, subject to the terms of the Plan Summary as determined by the City and applied to other City Employees as of July 1, 2026. If at any time during the duration of the Agreement, the City provides a greater wellness reimbursement to the employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

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ARTICLE 10: UNIFORMS

Section 1. Authorized Use. If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the workplace.

Section 2. Replacement or Repair - Police Officers. All police officers will receive at the beginning of their employment a uniform issued by the Employer. Any changes in the uniform required by the Employer shall be paid by the Employer.

On the first July 1 which occurs after the police officer has completed 12 months of service and each July 1 thereafter, the Employee will receive an annual amount of $700 for the replacement of the uniform. Police officers who have completed less than twelve (12) months of service on July 1 shall receive a prorated amount (e.g., an Employee with seven (7) months of service would receive 7/12 of the total).

The Employer will replace body armor the Employer has previously issued without charge to the Employee when the manufacturer has notified the Employer in writing that the manufacturer's shelf life warranty on the body armor has expired. The written notice shall be required for replacement of the body armor.

Police Officers may request reimbursement for personal property that have been damaged through the performance of duty. No request for reimbursement for damage or loss will be considered if due to employee negligence. Personal property, such as watch, glasses, etc., shall be replaced or repaired at a reasonable price, not to exceed $300 as determined by the Police Chief and up to $1000 towards a service weapon damaged or lost in the line of duty. The replacement is at the discretion and authority of the Police Chief.

ARTICLE 11: PAID TIME OFF (PTO)

Section 1. Policy. Paid Time Off (PTO) is an all-inclusive "paid time off" program that will provide income protection for "no fault" time away from work, including illness-related absences. Another portion of the PTO program is the Medical Leave Bank, which may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization as described in Section 9. For purposes of this article, immediate family is defined as a spouse ~~or a legal dependent~~, child, step-child, parent, or step-parent.

Commented [DG10]: Union proposal 3/11/26

Commented [DG11R10]: City TA 3/11/26

Section 2. Scope. This policy applies to all employees of the bargaining unit. Whenever the provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

Section 3. Paid Time Off. PTO is intended to be used for a variety of traditional types of time away from work, including vacation, illness, personal business, doctor appointments, family time, personal holidays, and personal voluntary community service; however, an employee does not have to designate the reasons for the scheduled absences being requested.

Section 4. Eligibility. Regular full-time employees.

Section 5. PTO Accrual Schedule. PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis.

Years of Service	Bi-Weekly / Annual Paid Time Off Eligibility
Less than 1 year	4.846 hours bi-weekly = 126 hours per year (14 days)
1 year through 4 years	8.654 hours bi-weekly = 225 hours per year (25 days)

5 years through 9 years	10.385 hours bi-weekly = 270 hours per year (30 days)
10 years through 14 years	12.115 hours bi-weekly = 315 hours per year (35 days)
15 years or more	13.846 hours bi-weekly = 360 hours per year (40 days)

An eligible employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon termination of employment until he/she has successfully completed the FTO program. Only the Police Chief will have the right to grant approval of PTO usage or reimbursement during this time period if he/she deems appropriate. PTO accrual shall begin in the first full pay period following the employee's date of employment.

An employee in an unpaid leave status shall not accrue PTO.

Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee falls.

Section 6. Requests For And Usage Of PTO.

A. PTO is a right to be enjoyed by every regular employee. However, the scheduling of time off is dependent upon the judgment and discretion of the Chief or his designee.

B. One (1) position ("PTO Slot") per shift per day shall be available for bid. There are four (4) shifts to bid: Patrol Watch I, Patrol Watch II, Patrol Watch III, and Detectives. Officers may bid for PTO Slots during the selection period beginning May 1st and ending May 31st of each year. Officers will bid for the full contract year July 1st to June 30th.Officers shall be awarded requested PTO Slots by seniority per shift. Once the bidding has been completed, any remaining PTO Slots will be granted on a first come first serve basis without regard to seniority subject to the following:

    1) After the bid process is closed on May 31st, the Chief or his designee shall have the right to use remaining PTO Slots to schedule training, including school trade days off as a result of either mandatory or voluntary training.

    2) Any PTO Slots not bid by the Officers or scheduled for training by the Chief or his designee will continue to be available on a first come first serve basis.

    3) PTO requests of one (1) week duration or more must normally be made not less than thirty (30) days in advance. PTO requests of four (4) days or less can be made at any time but should normally be made forty-eight (48) hours in advance. PTO requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance. Nothing herein shall be construed so as to limit an officer's ability to use PTO on shorter notices when staffing levels permit.

    4) Additional PTO may be granted subject to the approval of the Chief or his designee.

5) If PTO is denied, Officers may exchange shifts with other Officers providing: 1) the shift exchange is mutually agreed to by the Officers; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is in writing; 5) the exchange is approved by the supervising Officer.

6) Once PTO is granted, it may not be withdrawn or refused unless:

   i. The parties mutually agree that the approved PTO may be withdrawn.

   ii. The city experiences a police emergency that requires the presence of the officer.

   iii. Any PTO requested the last two weeks of an officer's employment will require the approval of the Chief.

C. When absences due to sickness are necessary, the employee shall notify his/her department director or immediate supervisor of their illness or their immediate family member's illness prior to the beginning of his/her scheduled reporting time within the time period designated by the department director. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action. Employer will, as in the case of any Employee who is unable to perform their normal duties, endeavor to find other work for said Employee that is consistent with the health needs of the Employee and the needs of the City.

D. Employees shall take PTO leave in increments of not less than one (1) hour unless the department director or the employee's supervisor, at their sole discretion, approves an exception. All PTO will be paid at the employee's regular rate of pay.

E. An employee granted time off work must use any available PTO leave during the absence. If the reason for the employee's absence is due to personal or immediate family illness, injury, disability, or hospitalization, the employee must first use two (2) PTO days per calendar year before accessing his/her medical leave bank. If the medical leave bank shall subsequently be exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA.

F. An employee will continue to accrue PTO during a leave of absence as long as the leave is with pay.

G. If an employee's accrued PTO days have been exhausted, additional time off, if granted, will be unpaid.

H. PTO will be counted as time worked for purposes of calculating overtime pay for non-exempt employees.

Section 7. Accumulation. At the end of the fiscal year, employees with any remaining PTO hours may exercise one of the following options:

A. To have their remaining hours transferred to the next fiscal year's accrued PTO leave up to a maximum of ninety (90) hours; or

B. To have their remaining hours credited to their Medical Leave Bank; or

C. To have up to ninety (90) hours transferred to next fiscal year's accrued PTO leave and the remaining hours credited to their Medical Leave Bank.

D. To cash out all or a portion of the remaining PTO at the end of the fiscal year. The employee shall notify the department director in writing of this election.

Section 8. Reimbursement Of Accumulated PTO Leave.

A. Upon retirement, resignation in good standing, or resignation in lieu of termination from City service, employees who have worked at least six months shall be paid for all accrued but unused PTO leave (excluding accrued Medical Leave Bank hours).

B. Employees who are discharged for cause or who quit without a minimum of two (2) weeks' notice shall forfeit their accrued PTO leave.

C. Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid for all accrued but unused PTO into a Retirement Health Savings plan established by the City for the benefit of the Employee.

Section 9. Medical Leave Bank. The other portion of the PTO program for employees is the Medical Leave Bank. In accordance with the Eligibility section above and subject to the maximum accumulation provided below, employees who are regularly scheduled to work 40 hours or more per week shall accrue, beginning with the first full pay period, 2.77 hours bi-weekly (72 hours per fiscal year) of leave in their Medical Leave Bank. During the first six (6) months of employment, an eligible employee shall accrue medical leave but shall not be eligible to use it.

The Medical Leave Bank may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization. A pregnancy will be treated like any other medical condition. The maximum amount of medical leave bank that may be used for an employee's immediate family member is five (5) days per calendar year. In the event of a catastrophic illness or injury, where the immediate family member's life is at risk, an additional ten (10) days of medical leave bank per calendar year may be granted by the City Manager. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

~~Employees shall be permitted to use up to ten (10) days of accrued Medical Leave Bank for parental leave. Parental leave may only be used in connection with the birth of the~~

~~employee's child, to assist the employee's spouse in recovery from childbirth, or for placement of a child for adoption or foster care. Parental leave must be used within thirty (30) calendar days immediately following the birth or placement of the child. Parental leave will be treated as FMLA leave and counted against the employee's FMLA leave entitlement.~~

Commented [DG12]: Side letter agreement 7/22/25

Employees may accumulate up to a maximum of 800 hours in their Medical Leave Bank. Once an employee's Bank reaches a maximum of 800 hours, no more hours will be credited to the employee's Bank until hours are used and fall below the 800-hour maximum. Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid 40% of their Medical Leave Bank balance into a Retirement Health Savings plan established by the City for the benefit of the Employee.

ARTICLE 12: LEAVE OF ABSENCE

Section 1. Eligibility. Employee may be eligible for leaves of absence after fulfilling their probationary period including any extension of the probationary period with the Employer.

Section 2. Application for Leave. A request for a leave of absence shall be submitted in writing by the Employee to the Police Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave. The Police Chief to whom the request is submitted shall grant or deny leave, taking into consideration the division's work units, work load and the Employee's request.

Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa) the Employee shall be returned to the position he/she held at the time the leave was requested.

Section 4. Paid Leaves.

A. Funeral Leave. In the event of a death in the immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, the Employee shall be granted up to ~~three (3)~~five (5) days leave of absence with full pay to make household adjustments, or to attend funeral services. PTO may be used if additional time is requested. For ~~the purposes of funeral leave, family is~~ other family members defined as ~~the Employee's: spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren, great-grandchildren, step children, or any other member of the Employee's family who resides in the household of and is supported by the Employee.~~brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of spouse, the Employee shall be granted up to three (3) days of leave

of absence with full pay to make household adjustments, or to attend funeral services. This provision also includes leave for miscarriages and stillbirths.

Commented [DG13]: Side letter agreement 02/06/2023

B. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

If an Employee's presence is not required, he/she shall be expected to return to work.

C. Voting Time. Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

Section 5. Paid and/or Unpaid Leaves.

A. Military Service. Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of paid military leave per calendar year. A day is defined as a normally scheduled working day for an employee. For military leave lasting less than 30 days, the City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for ten days, then ten days of paid military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) consecutive days or more, military leave is counted for all days that the employee is performing military service. For example, if an employee is ordered to participate in training that is for forty-five (45) consecutive days, the first 30 calendar days will be considered toward the paid 30 day maximum and the employee will be paid for their normally scheduled working days during that first thirty day period. After the thirty days the employee will be in an unpaid status unless he/she chooses to use PTO time to cover for any benefit deductions.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

Copies of all orders shall be given to the Police Chief and to Human Resources at least ten working days prior to reporting to duty whenever possible. If the military

orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

B. ~~B.~~ Family Medical Leave Act (FMLA): The parties agree to comply with the provisions of the Family and Medical Leave Act.

~~B.~~C. Paid Parental Leave: Employees will be eligible to participate in the City's Parental Leave Policy subject to the terms of the program as determined by the City and applied to other City employees as of July 1, 2025. If at any time during the duration of this Agreement, the City provides greater parental leave benefits to employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

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ARTICLE 13: WAGES

Section 1. Wage Schedule. The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining eligibility for step increases, the first pay period of each fiscal year shall be the date used and any employee who was hired prior to December 31st will be eligible for a step increase for the next fiscal year.

~~A new hire that does not have ILEA certification shall receive 90% of step 1 until he/she obtains the necessary certification.~~

Section 2. Lateral Transfers

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

~~Completion of 12 months (1 year) post academy service shall be paid at Step 2.~~

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee, who ~~would have been eligible for a lateral transfer at the time of their hire~~has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to ~~an~~ the equivalent pay step ~~on the same date as the new hire~~the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.

Commented [DG15]: Side letter agreement 3/4/24

Section 3. Signing Bonus

New employees who at the time of hire are currently certified law enforcement officers

shall receive a $~~5000~~ 10,000 signing bonus payable on the paycheck following completion of the following terms:

- $~~1500~~ 5,000 upon passing the Field Training period
- $~~1500~~ 5,000 at the ~~completion of 2 years of service~~end of their probationary period
- ~~$2000 at the completion of 3 years of service~~

Employees hired under this provision have the ~~one-time~~ option to use the ~~first~~ bonus to purchase up to ~~45~~ 90 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

New employees who are not certified at the time of hire shall receive a $5,000 signing bonus payable on the paycheck following completion of the following terms:

- $2,500 upon passing the Field Training period
- $2,500 at the end of their probationary period

Employees hired under this provision have the option to use the bonus to purchase up to 45 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

Commented [DG16]: Side letter agreement 3/4/24

~~A police officer who receives a signing bonus shall enter into an agreement in which they agree to reimburse the City of Ankeny if they resign within four years of being hired. The repayment schedule will be pro-rated as follows:~~

- ~~If the police officer resigns less than one year after hire, 100% of the signing bonus will be reimbursed.~~
- ~~If the police officer resigns one year or more but less than two years after hire, 75% of the signing bonus will be reimbursed.~~
- ~~If the police officer resigns two years or more but less than three years after hire, 50% of the signing bonus will be reimbursed.~~
- ~~If the police officer resigns three years or more but less than four years after hire, 25% of the signing bonus will be reimbursed.~~

Commented [DG17]: City offer 03/11/26

Commented [DG18R17]: City withdrew 3/11/26

Section 4. Supplemental Pay. Every Employee who assumes the obligations and responsibilities of a management employee shall be compensated pursuant to Chapter 400 of the Iowa Code.

Section 5. Detective Pay. Patrol officers who are appointed to detective shall receive a supplemental pay bonus of Fifty Dollars ($50.00) per pay period for each pay period in which they occupy the position.

Section 6. Acting Sergeant Pay. Patrol officers who are assigned the duties of acting Watch Sergeant shall receive one (1) hour of overtime for each shift they are assigned to that position for four (4) hours or more.

Section 7. Shift Differential. Employees on Watch 1 will receive, in addition to his/her regular rate of pay, twenty-three cents ($0.23) per hour for each hour worked on that shift. Employees on Watch 3 will receive, in addition to his/her regular rate of pay, fourteen cents ($0.14) per hour for each hour worked on that shift.

Section 8. Field Training Officer. Any officer certified as a Field Training Officer (FTO) and assigned to train a recruit for one full day or more shall receive a supplemental pay bonus equal to ~~two (2)~~three (3) hours of overtime per week of actual training. In the event a recruit is assigned to an officer who is not a certified field training officer (FTO), that officer will not receive FTO pay; however, the officer will not be required to fill out the daily observation reports, but would report to the FTO officer assigned to that recruit any violations of the Ankeny Police Department SOPs.

Section 9. On-Call Compensation. Employees designated by the Chief, to serve on a rotating on-call list, whereby such employee must be reachable by cellular telephone and must be able and in condition to respond to a call to return to service within a reasonable amount of time as determined by the Chief, shall receive compensation in the amount of fifty dollars ($50) per day for each day they have the on-call rotation to respond.

Section 10~~9~~. K-9 Officer Pay. Patrol officers who are appointed as a K-9 officer and are assigned the duties of the K-9 handler, shall receive a supplemental pay bonus equal to one (1) hour of straight time pay for each off-duty day they are assigned to care for the canine. For days the officer is scheduled on a regular work shift, one (1) hour of the canine officer's shift shall be allocated for the daily care tasks. When the K-9 officer is unable to perform their duties due to illness, injury, or leave, any officer who is temporarily assigned to care for the canine shall receive one (1) hour of straight time pay per day as compensation for completion of the daily care tasks.

Section 11~~0~~. Temporary Appointment. Any patrol officer appointed to the position of Interim Sergeant shall remain in that temporary assignment no more than ninety (90) days.

Commented [DG19]: Union proposal was 1 hr OT per day

Commented [DG20R19]: City Counter with 3 hour OT per week

Commented [DG21R19]: TA 3/11/26

Commented [DG22]: Union Proposal two hours per day

Commented [DG23R22]: City counter with $50 per day

Commented [DG24R22]: TA 3/11/26

ARTICLE 14: SPECIFIC PURPOSE CLAUSE

Section 1. Savings. Should any provision of this Agreement be found to be inoperative, void, or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the validity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

Section 2. Closing of Negotiations. This Agreement covers wages and benefits for the term of the contract. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement.

Section 3. Successor. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto. In particular, should the Employer choose to contract for the services provided by the

Employees to this contract, Employer agrees to make a part of any said contract that the Employees governed by this Agreement would retain the first option to be employed under said contract for services at no less compensation than they received under this Agreement.

Section 4. Exclusiveness of Agreement. This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 15: HOLIDAYS

Section 1. Recognized Holidays. The following holidays should be recognized holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. The Friday following Thanksgiving
8. Christmas Eve Day
9. Christmas Day

The actual day the holiday falls shall be observed as the holiday.

Employees who are normally scheduled or volunteer to work on a holiday shall be compensated one and one half (1 ½) times their hourly rate for each hour worked on the holiday.

Employees who are required to work overtime on a holiday will receive two (2) times their hourly rate for each hour worked on the holiday.

ARTICLE 16: TERMINATION

This Agreement, or any part of it, may be terminated or re-negotiated at any time by mutual consent of both parties.

This Agreement shall be effective as of July 1, ~~2022~~2026, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, ~~2026~~2029. The Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 17: FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance. During the course of the contract

Employer will maintain false arrest insurance with provisions substantially similar to the policy in effect on the date of the execution of this Agreement. If the Employee requires bonding, the Employer will pay for the bonding.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this ____ day of , _____, at Ankeny, Iowa.

FOR THE ANKENY POLICE DEPARTMENT EMPLOYEES' UNION

By: _____
~~Aaron King~~Steven Young, Union Steward

By: _____
~~Jim Romar~~Andre Johnson, Business ~~Representative~~ Agent
Teamsters Local 238

FOR THE CITY OF ANKENY, IOWA

By: _____
~~David A. Jones~~Mike Schrock, City Manager

By: _____
~~Gary Lorenz~~Bobbi Bentz, Mayor

APPENDIX A

Ankeny Police Department
Employees Union

Wage Schedule

~~PO~~	~~Step 1~~	~~Step 2~~	~~Step 3~~	~~Step 4~~	~~Step 5~~	~~Step 6~~	~~Step 7~~	~~Step 8~~	~~Step 9~~
~~FY 23 Hourly~~	~~31.287~~	~~32.851~~	~~34.494~~	~~36.219~~	~~37.306~~	~~38.425~~	~~39.578~~	~~40.765~~	~~41.988~~
~~FY 24 Hourly~~	~~32.226~~	~~33.837~~	~~35.529~~	~~37.305~~	~~38.424~~	~~39.577~~	~~40.764~~	~~41.987~~	~~43.247~~
~~FY 25 Hourly~~	~~33.193~~	~~34.853~~	~~36.596~~	~~38.426~~	~~39.579~~	~~40.766~~	~~41.989~~	~~43.249~~	~~44.546~~
~~FY 26 Hourly~~	~~34.189~~	~~35.898~~	~~37.693~~	~~39.578~~	~~40.765~~	~~41.988~~	~~43.248~~	~~44.545~~	~~45.881~~
PO	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FY 27 Hourly	37.335	39.202	41.162	43.220	44.517	45.853	47.229	48.646	50.105
FY 28 Hourly	38.455	40.378	42.397	44.517	45.853	47.229	48.646	50.105	51.608
FY 29 Hourly	39.609	41.589	43.668	45.851	47.227	48.644	50.103	51.606	53.154

~~July 1, 2022--New wage matrix takes effect~~
~~July 1, 2023--3% ATB~~
~~July 1, 2024--3% ATB~~
~~July 1, 2025--3% ATB~~
July 1, 2026 – 4% ATB drop beginning step and add a step at end
July 1, 2027 – 3% ATB
July 1, 2028 – 3% ATB

Commented [DG25]: City offer 03/11/26

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

~~A new hire that does not have ILEA certification shall receive 90% of step 1 until he/she obtains the necessary certification.~~

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

~~Completion of 12 months (1 year) post academy service shall be paid at Step 2.~~

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee, who ~~would have been eligible for a lateral transfer at the time of their hire~~has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to ~~an~~ the equivalent pay step ~~on the same date as the new hire~~the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.

Commented [DG26]: Side letter agreement 3/4/24

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LABOR AGREEMENT

Between the

ANKENY POLICE DEPARTMENT

EMPLOYEES' UNION

TEAMSTERS LOCAL UNION #238

and

THE CITY OF ANKENY

July 1, 2026 – June 30, 2029

Docusign Envelope ID: 0E4B1CAF-54C1-8091-81EA-BDB44345A227

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PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Ankeny Police Department Employees' Union, Teamsters Local Union #238 hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for: all police officers

Section 2. Non-Discrimination. The Employer and the Union agree that there will be no unlawful discrimination against any Employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

ARTICLE 2: MANAGEMENT AND UNION RIGHTS

Section 1. The Employer shall retain all rights set out in Chapter 20.7, Code of Iowa.

Section 2. The Employees shall retain all their rights under Chapter 20.8, Code of Iowa.

Section 3. General. In matters not specifically covered by language within this Agreement, the Employer shall have the clear right to make decisions in such areas, on a unilateral basis.

Unless otherwise expressly limited by the terms of this Agreement, the exercise of any management prerogative, function, or right is not subject to the Grievance and Arbitration Procedure and is not within the jurisdiction of any arbitrator.

Section 4. Department Work Rules. The Employer may from time to time adopt new and/or different changes in existing department work rules and regulations. In the event departmental rules or regulations promulgated by the Employer conflict with any express terms or provisions of the agreement, the express term or provision of the collective bargaining agreement shall govern.

ARTICLE 3: PROBATIONARY PERIOD

Section 1. General. The Employer and the Union recognize the obligations and responsibilities imposed by Section 400.8(2)(3), the Code of Iowa.

Section 2. Probationary Period. All new police officers shall be subject to a nine (9) month probationary period following certification from the law enforcement academy. If a new employee has already been certified at the time of hire, his/her probationary period

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shall be nine (9) months from date of hire. During the probationary period an employee can be discharged by the Employer with or without cause.

Section 3. Seniority List. For those Employees who continue employment past the probationary period, their date of seniority shall be computed as the original date of hire.

Section 4. Police Academy. All new police officers must be enrolled in a certified police academy within twelve (12) months and graduate from the same within eighteen (18) months from date of hire. If the Employee fails the police academy at any time, he/she may be discharged, and said failing of the academy shall be cause for discharge. If the new Employee is not able to attend a certified academy because of work scheduling of the Employer, the Employer shall make every effort to send the new Employee to a certified police academy as soon as the workload permits. An Employee's probationary period does not end until expiration of the nine (9) months probationary period following graduation from a certified academy.

Section 5. Temporary Modified-Duty. Probationary employees who are assigned to a temporary modified-duty assignment shall have their probation extended by a period of time equal to their assignment to temporary modified-duty. Temporary modified-duty assignments are a management prerogative and not an employee right. The availability of temporary modified-duty assignments will be determined on a case-by-case basis, consistent with the operational needs of the Department. Temporary modified-duty assignments are subject to continuous reassessment, with consideration given to operational needs and the employee's ability to perform in a modified-duty assignment.

ARTICLE 4: SENIORITY

Section 1. Definition. Seniority rights of Employees shall be those set out in Chapter 400 of the Code of Iowa.

Section 2. Work Force Changes.

a. Shift Selection. Employees shall bid on shifts by seniority annually. Shifts will begin on the first full pay period on or around July 1, however final discretion as to shift selection is with the Chief of Police to be exercised for purposes consistent with public safety.

b. Layoff and Recall. All cases of layoff and recall shall be consistent with the laws of the State of Iowa.

c. Promotions. The Employer and the Union recognize the obligations and responsibilities imposed by Chapter 400 in the Code of Iowa.

ARTICLE 5: SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner:

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Step 1. The Employee, with or without the Union Steward, shall take up the grievance or dispute in writing with the Employee's Captain within ten (10) days of the date of the grievance or the Employee's knowledge of its occurrence. The grievance shall be reduced to writing and signed by the aggrieved employee and include the following information: 1) a statement of the grievance and the facts upon which it is based; 2) the remedial action requested; 3) the section of this Agreement to which the grievance relates. The Captain shall attempt to adjust the matter and shall respond in writing to the Employee or the steward within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Chief of Police within five (5) working days of the Captain's response to Step 1. The Chief of Police shall respond in writing to the Employee or the steward within ten (10) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing by the Employee or the Union Steward to the City Manager or designee within seven (7) working days after the Chief's response. The City Manager or designee will meet with the appropriate Union representative and aggrieved employee to discuss and attempt to resolve the grievance. Following this meeting, the written decision of the City Manager will be returned to the grievant and his/her Union representative within ten (10) working days.

Step 4. If the grievance is still unsettled, either party has fifteen (15) working days after the reply of the City Manager or designee by written notice to the other, to request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Iowa Employment Appeal Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. The parties also have the option to agree on one (1) of the names on the panel as being the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of the testimony and argument. In questions involving back pay, the arbitrator's authority shall be limited to providing back pay for a period not to exceed thirty (30) calendar days prior to the filing of the grievance.

Expenses for the arbitrator's service and the proceedings shall be born equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

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Section 2. Time Limits. Failure by an Employee or the Union to comply with the above provisions shall constitute a withdrawal of the grievance. If the Employer fails to comply with the time limits the grievance is automatically moved to the next step.

Time limits may be extended only upon the mutual agreement of the parties.

Section 3. Exclusive Remedy. It is agreed by both the Union and the Employer that this grievance procedure is the exclusive mechanism by which grievances under this contract may be exercised. Both parties expressly waive their right to initiate a grievance procedure pursuant to the Code of the State of Iowa.

ARTICLE 6: TUITION AND SCHOOLING

Section 1. General. Recognizing the benefits to the Employer of a formal college education, the parties agree to encourage formal college education during off duty hours. Formal college education shall be completed while off duty and during the personal time of the employee. The employee shall not be paid overtime for attendance or work associated with college education. Tuition reimbursement shall be consistent with the City policy and approved rates.

Section 2. Payment for Schooling. At the determination of the Chief of Police, employees may be required or allowed to attend schooling or training related to their work.

Section 3. Recognized Formal Training. The Department will formally recognize training paid by the City and approved by the Chief of Police for employees of the Ankeny Police Department. Training that employees voluntarily attend on their own time and not paid for by the Department is not recognized as formal training.

ARTICLE 7: HOURS OF WORK

Section 1. Work Week. The work week shall consist of five (5) eight (8) hour days, or five (5) nine (9) hour days. At the discretion of the Police Chief, an optional four (4) ten (10) hour day schedule may be utilized for specific units or specialized assignments.

Section 2. Workday. All Employees shall be scheduled to work on a regular work schedule, and shall have a regular starting and quitting time.

Section 3. Hours Worked. The following time shall be used to compute the hours of work required of each Employee:

A. All hours actually worked within the work schedule including court time and required school time;

B. Paid leaves.

The following time shall not be used in computing the hours of work required of each Employee:

A. Unpaid leaves;

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B. Court time for civil cases unless the City is a party;

C. Voluntary school time; and

D. Overtime.

Section 4. Work Shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. In the event an officer is called in to work early, if staffing levels permit and there is mutual agreement between the officer and the supervisor, the officer may leave after fulfilling the number of normal work hours (8, 9, or 10) in his work shift. Officer will be paid overtime for all hours worked in excess of his regular 8, 9, or 10 hour shift.

Section 5. Modification. It is the intent and policy of the Employer to maintain the work schedule as defined in Section 1 of this Article. No change may be made in the existing work schedule unless it is necessary and proper for the protection and safety of the citizens as determined by the Chief of Police. Except in emergencies as defined under Section 7 below, no changes may be made except upon sixty (60) days' notice to the Employees affected.

Section 6. Split Shifts. The Employer retains the right to schedule split work shifts, but said split shift schedules shall not exceed the hours scheduled for regular work shifts.

Section 7. Emergency. The Employer retains the right to schedule hours of work during emergency periods, different from those indicated above and to call back, hold over, or extend any and all Employees for work during emergency periods. In the event the Employer has notice of said emergency period in advance of it happening, the Employer will notify the Employees affected of the contemplated change. Natural disasters, man-made disasters, and civil unrest shall be considered an emergency for purposes of this section.

Section 8. Court Appearance Payment. The Employer shall pay to each Employee the appropriate hourly rate for said Employee subpoenaed to appear in court in connection with their official duties when said court appearance occurs outside their regularly scheduled work time. Employees will receive a minimum of two (2) hours at time and one-half (1 ½) for said court appearance.

ARTICLE 8: OVERTIME

Section 1. Rate of Pay. Time and one-half (1½) the Employee's regular hourly rate of pay shall be paid for work performed in excess of the Employee's regularly scheduled shift.

Section 2. Assigned Overtime. On any occasion when a sufficient number of Employees do not accept overtime, the Employer has the right to assign overtime to eligible Employees based on reverse seniority. Posted overtime may be bid by seniority. Posted overtime that remains unfilled seven (7) days prior to the staffing need shall be available to all eligible Employees of the Department. Employees selecting the overtime with seven (7) calendar days or less remaining cannot have their selection bumped. Posted overtime that remains unfilled with two (2) calendar days or less remaining shall be assigned on reverse seniority.

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Employees cannot be assigned or forced to work posted overtime for a retail requested special event (e.g. Black Friday).

Employees cannot be assigned or forced to work overtime during their days off if those days are either preceded or followed by two or more PTO days.

Staffing shortages that are not posted for bid, shall be filled by reverse seniority unless an Employee volunteers to work part or all of the overtime. When splitting a shift, reverse seniority shall only include Employees working or scheduled to work a shift on either side of the shift affected by the shortage. Reverse seniority does not include Employees already working overtime on the shift prior to or immediately following the affected shift.

An Employee whose shift is extended to staff a shortage is exempt from reverse seniority for a 24-hour period starting at the conclusion in which the overtime was accrued unless already scheduled to work.

Section 3. Call Back. In the event an officer is called to work outside his/her normal work shift he/she will be guaranteed a minimum of two (2) hours of overtime; however, in the event the work may be completed in less than two (2) hours, and if by mutual agreement of Employee and Employer, the Employee is allowed to leave work, then the Employee will be paid at the rate of time and one-half (1½) for the time actually spent at work.

ARTICLE 9: HEALTH AND WELFARE

Section 1. Group Life. Employer shall establish and maintain a group life insurance program and shall provide through the program life insurance for each Employee, effective commencing the first day of employment in an amount equal to 150% of the Employee's gross annual base wage as defined in Appendix A in effect on July 1 of each year or the date of initial employment subsequent to that date during the term of this agreement.

Section 2. Group Medical.

A. The Employer shall establish and maintain a group medical health program for each permanent Employee effective on their first day of employment as a permanent employee.

For the plan year beginning July 1, 2026, and continuing through June 30, 2029, each month the Employer will pay

88% for single coverage
88% for employee + child(ren)
88% for employee + spouse
88% for family coverage

The Employer's contribution set out above will increase by 2 percentage points for employees who qualify for the Employer's "Wellness Program".

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B. For the term of this contract the Employer will make available a flexible benefits spending account plan. Participation in said plan will be voluntary.

Section 3. Group Dental. The Employer shall establish and maintain a group dental program, effective the Employee's first day of employment and will contribute the entire portion of a single person coverage per covered Employee. The Employer will provide no sums towards the maintenance of a group family dental program for any covered Employee.

Section 4. Wellness Reimbursement. The Employer will pay up to $216 per fiscal year for participating in the City's Wellness Plan, subject to the terms of the Plan Summary as determined by the City and applied to other City Employees as of July 1, 2026. If at any time during the duration of the Agreement, the City provides a greater wellness reimbursement to the employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

ARTICLE 10: UNIFORMS

Section 1. Authorized Use. If an Employee is required to wear a uniform as a condition of employment, the Employee shall wear the uniform only as authorized in the workplace.

Section 2. Replacement or Repair - Police Officers. All police officers will receive at the beginning of their employment a uniform issued by the Employer. Any changes in the uniform required by the Employer shall be paid by the Employer.

On the first July 1 which occurs after the police officer has completed 12 months of service and each July 1 thereafter, the Employee will receive an annual amount of $700 for the replacement of the uniform. Police officers who have completed less than twelve (12) months of service on July 1 shall receive a prorated amount (e.g., an Employee with seven (7) months of service would receive 7/12 of the total).

The Employer will replace body armor the Employer has previously issued without charge to the Employee when the manufacturer has notified the Employer in writing that the manufacturer's shelf life warranty on the body armor has expired. The written notice shall be required for replacement of the body armor.

Police Officers may request reimbursement for personal property that have been damaged through the performance of duty. No request for reimbursement for damage or loss will be considered if due to employee negligence. Personal property, such as watch, glasses, etc., shall be replaced or repaired at a reasonable price, not to exceed $300 as determined by the Police Chief and up to $1000 towards a service weapon damaged or lost in the line of duty. The replacement is at the discretion and authority of the Police Chief.

ARTICLE 11: PAID TIME OFF (PTO)

Section 1. Policy. Paid Time Off (PTO) is an all-inclusive "paid time off" program that will provide income protection for "no fault" time away from work, including illness-related

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absences. Another portion of the PTO program is the Medical Leave Bank, which may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization as described in Section 9. For purposes of this article, immediate family is defined as a spouse, child, step-child, parent, or step-parent.

Section 2. Scope. This policy applies to all employees of the bargaining unit. Whenever the provisions of this policy are in conflict with federal or state laws or regulations, the provisions of the laws or regulations shall prevail.

Section 3. Paid Time Off. PTO is intended to be used for a variety of traditional types of time away from work, including vacation, illness, personal business, doctor appointments, family time, personal holidays, and personal voluntary community service; however, an employee does not have to designate the reasons for the scheduled absences being requested.

Section 4. Eligibility. Regular full-time employees.

Section 5. PTO Accrual Schedule. PTO shall be accrued on a bi-weekly basis during the fiscal year, July 1 through June 30. PTO increases with years of service in accordance with the following schedule and is allocated accordingly on a bi-weekly basis.

Years of Service	Bi-Weekly / Annual Paid Time Off Eligibility
Less than 1 year	4.846 hours bi-weekly = 126 hours per year (14 days)
1 year through 4 years	8.654 hours bi-weekly = 225 hours per year (25 days)
5 years through 9 years	10.385 hours bi-weekly = 270 hours per year (30 days)
10 years through 14 years	12.115 hours bi-weekly = 315 hours per year (35 days)
15 years or more	13.846 hours bi-weekly = 360 hours per year (40 days)

An eligible employee shall accrue PTO but shall not be eligible to use it or receive reimbursement for accrued PTO upon termination of employment until he/she has successfully completed the FTO program. Only the Police Chief will have the right to grant approval of PTO usage or reimbursement during this time period if he/she deems appropriate. PTO accrual shall begin in the first full pay period following the employee's date of employment.

An employee in an unpaid leave status shall not accrue PTO.

Changes in the bi-weekly PTO accrual rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee falls.

Section 6. Requests For And Usage Of PTO.

A. PTO is a right to be enjoyed by every regular employee. However, the scheduling of time off is dependent upon the judgment and discretion of the Chief or his designee.

B. One (1) position ("PTO Slot") per shift per day shall be available for bid. There are four (4) shifts to bid: Patrol Watch I, Patrol Watch II, Patrol Watch III, and

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Detectives. Officers may bid for PTO Slots during the selection period beginning May 1st and ending May 31st of each year. Officers will bid for the full contract year July 1st to June 30th.Officers shall be awarded requested PTO Slots by seniority per shift. Once the bidding has been completed, any remaining PTO Slots will be granted on a first come first serve basis without regard to seniority subject to the following:

1) After the bid process is closed on May 31st, the Chief or his designee shall have the right to use remaining PTO Slots to schedule training, including school trade days off as a result of either mandatory or voluntary training.

2) Any PTO Slots not bid by the Officers or scheduled for training by the Chief or his designee will continue to be available on a first come first serve basis.

3) PTO requests of one (1) week duration or more must normally be made not less than thirty (30) days in advance. PTO requests of four (4) days or less can be made at any time but should normally be made forty-eight (48) hours in advance. PTO requests shall be acted upon within five (5) days if made thirty (30) days or more in advance and within two (2) days if made less than thirty (30) days in advance. Nothing herein shall be construed so as to limit an officer's ability to use PTO on shorter notices when staffing levels permit.

4) Additional PTO may be granted subject to the approval of the Chief or his designee.

5) If PTO is denied, Officers may exchange shifts with other Officers providing: 1) the shift exchange is mutually agreed to by the Officers; 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; 4) the exchange is in writing; 5) the exchange is approved by the supervising Officer.

6) Once PTO is granted, it may not be withdrawn or refused unless:

    i. The parties mutually agree that the approved PTO may be withdrawn.

    ii. The city experiences a police emergency that requires the presence of the officer.

    iii. Any PTO requested the last two weeks of an officer's employment will require the approval of the Chief.

C. When absences due to sickness are necessary, the employee shall notify his/her department director or immediate supervisor of their illness or their immediate family member's illness prior to the beginning of his/her scheduled reporting time within the time period designated by the department director. Failure to do so without a bona fide reason may result in the employee being considered absent without leave and subject to disciplinary action. Employer

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will, as in the case of any Employee who is unable to perform their normal duties, endeavor to find other work for said Employee that is consistent with the health needs of the Employee and the needs of the City.

D. Employees shall take PTO leave in increments of not less than one (1) hour unless the department director or the employee's supervisor, at their sole discretion, approves an exception. All PTO will be paid at the employee's regular rate of pay.

E. An employee granted time off work must use any available PTO leave during the absence. If the reason for the employee's absence is due to personal or immediate family illness, injury, disability, or hospitalization, the employee must first use two (2) PTO days per calendar year before accessing his/her medical leave bank. If the medical leave bank shall subsequently be exhausted, the employee must then use any remaining accrued PTO leave. Use of PTO and medical leave will run concurrently with an approved FMLA.

F. An employee will continue to accrue PTO during a leave of absence as long as the leave is with pay.

G. If an employee's accrued PTO days have been exhausted, additional time off, if granted, will be unpaid.

H. PTO will be counted as time worked for purposes of calculating overtime pay for non-exempt employees.

Section 7. Accumulation. At the end of the fiscal year, employees with any remaining PTO hours may exercise one of the following options:

A. To have their remaining hours transferred to the next fiscal year's accrued PTO leave up to a maximum of ninety (90) hours; or

B. To have their remaining hours credited to their Medical Leave Bank; or

C. To have up to ninety (90) hours transferred to next fiscal year's accrued PTO leave and the remaining hours credited to their Medical Leave Bank.

D. To cash out all or a portion of the remaining PTO at the end of the fiscal year. The employee shall notify the department director in writing of this election.

Section 8. Reimbursement Of Accumulated PTO Leave.

A. Upon retirement, resignation in good standing, or resignation in lieu of termination from City service, employees who have worked at least six months shall be paid for all accrued but unused PTO leave (excluding accrued Medical Leave Bank hours).

B. Employees who are discharged for cause or who quit without a minimum of two (2) weeks' notice shall forfeit their accrued PTO leave.

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C. Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid for all accrued but unused PTO into a Retirement Health Savings plan established by the City for the benefit of the Employee.

Section 9. Medical Leave Bank. The other portion of the PTO program for employees is the Medical Leave Bank. In accordance with the Eligibility section above and subject to the maximum accumulation provided below, employees who are regularly scheduled to work 40 hours or more per week shall accrue, beginning with the first full pay period, 2.77 hours bi-weekly (72 hours per fiscal year) of leave in their Medical Leave Bank. During the first six (6) months of employment, an eligible employee shall accrue medical leave but shall not be eligible to use it.

The Medical Leave Bank may be used for the employee's or immediate family member's extended illness, injury, disability, or hospitalization. A pregnancy will be treated like any other medical condition. The maximum amount of medical leave bank that may be used for an employee's immediate family member is five (5) days per calendar year. In the event of a catastrophic illness or injury, where the immediate family member's life is at risk, an additional ten (10) days of medical leave bank per calendar year may be granted by the City Manager. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay for the duration of the absence and may be considered grounds for disciplinary action.

Employees may accumulate up to a maximum of 800 hours in their Medical Leave Bank. Once an employee's Bank reaches a maximum of 800 hours, no more hours will be credited to the employee's Bank until hours are used and fall below the 800-hour maximum. Upon an employee's separation of service in good standing, an employee who has completed 20 years or more of service with the City of Ankeny, shall be paid 40% of their Medical Leave Bank balance into a Retirement Health Savings plan established by the City for the benefit of the Employee.

ARTICLE 12: LEAVE OF ABSENCE

Section 1. Eligibility. Employee may be eligible for leaves of absence after fulfilling their probationary period including any extension of the probationary period with the Employer.

Section 2. Application for Leave. A request for a leave of absence shall be submitted in writing by the Employee to the Police Chief. The request shall indicate the reason the leave of absence is being requested, the length of leave time requested, and whether the request is for leave with or without pay. The request shall be submitted no later than ten (10) days prior to the date of the anticipated absence whenever possible.

Section 3. Grant or Denial of Requested Leave. The Police Chief to whom the request is submitted shall grant or deny leave, taking into consideration the division's work units, workload and the Employee's request.

Authorization for leave, if granted, shall be furnished by writing. Any request for a leave of absence shall be answered promptly. In addition to accruing seniority while on any

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leave of absence granted under this article (subject to the limitation of 400.12, the Code of Iowa) the Employee shall be returned to the position he/she held at the time the leave was requested.

Section 4. Paid Leaves.

A. Funeral Leave. In the event of a death in the immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, the Employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments, or to attend funeral services. PTO may be used if additional time is requested. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of spouse, the Employee shall be granted up to three (3) days of leave of absence with full pay to make household adjustments, or to attend funeral services. This provision also includes leave for miscarriages and stillbirths.

B. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

If an Employee's presence is not required, he/she shall be expected to return to work.

C. Voting Time. Employees shall be granted a leave of absence on any election day if there is not sufficient time outside the Employee's work hours to allow the Employee to vote. Such leave shall be granted in accordance with Section 49.109 of the Iowa Code.

Section 5. Paid and/or Unpaid Leaves.

A. Military Service. Any Employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such leave of absence with pay shall not exceed thirty (30) days in any calendar year; provided, the Employer shall have the right to schedule the Employee's work cycle to minimize the number of days the Employee will be required to be away from his job.

The leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty days of paid military leave per calendar year. A day is defined as a normally scheduled working day for an employee. For military leave lasting less than 30 days, the City will not count non-working days as a part of the thirty day maximum. For example, if an employee is ordered to participate in annual training for fourteen consecutive days and if during those days the employee would normally be required to work for ten days, then ten days of paid military leave would be required. If the employee's work shift crosses two calendar days, only one day shall count toward the 30 paid day maximum.

However, where the employee's military duty is for a period of thirty (30) consecutive days or more, military leave is counted for all days that the employee is performing military

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service. For example, if an employee is ordered to participate in training that is for forty-five (45) consecutive days, the first 30 calendar days will be considered toward the paid 30 day maximum and the employee will be paid for their normally scheduled working days during that first thirty day period. After the thirty days the employee will be in an unpaid status unless he/she chooses to use PTO time to cover for any benefit deductions.

Any Employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

Copies of all orders shall be given to the Police Chief and to Human Resources at least ten working days prior to reporting to duty whenever possible. If the military orders require reporting to duty sooner than ten working days' notice, the employee will provide a copy of the orders as soon as they are received by the employee.

B. Family Medical Leave Act (FMLA): The parties agree to comply with the provisions of the Family and Medical Leave Act.

C. Paid Parental Leave: Employees will be eligible to participate in the City's Parental Leave Policy subject to the terms of the program as determined by the City and applied to other City employees as of July 1, 2025. If at any time during the duration of this Agreement, the City provides greater parental leave benefits to employees of the City not covered by this Agreement, the employees covered by this Agreement shall be entitled to the greater benefit.

ARTICLE 13: WAGES

Section 1. Wage Schedule. The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining eligibility for step increases, the first pay period of each fiscal year shall be the date used and any employee who was hired prior to December 31st will be eligible for a step increase for the next fiscal year.

Section 2. Lateral Transfers

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee, who has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to the equivalent pay step the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will

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begin with the first pay period following graduation from the academy.

Section 3. Signing Bonus

New employees who at the time of hire are currently certified law enforcement officers shall receive a $10,000 signing bonus payable on the paycheck following completion of the following terms:

- $5,000 upon passing the Field Training period
- $5,000 at the end of their probationary period

Employees hired under this provision have the option to use the bonus to purchase up to 90 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

New employees who are not certified at the time of hire shall receive a $5,000 signing bonus payable on the paycheck following completion of the following terms:

- $2,500 upon passing the Field Training period
- $2,500 at the end of their probationary period

Employees hired under this provision have the option to use the bonus to purchase up to 45 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

Section 4. Supplemental Pay. Every Employee who assumes the obligations and responsibilities of a management employee shall be compensated pursuant to Chapter 400 of the Iowa Code.

Section 5. Detective Pay. Patrol officers who are appointed to detective shall receive a supplemental pay bonus of Fifty Dollars ($50.00) per pay period for each pay period in which they occupy the position.

Section 6. Acting Sergeant Pay. Patrol officers who are assigned the duties of acting Watch Sergeant shall receive one (1) hour of overtime for each shift they are assigned to that position for four (4) hours or more.

Section 7. Shift Differential. Employees on Watch 1 will receive, in addition to his/her regular rate of pay, twenty-three cents ($0.23) per hour for each hour worked on that shift. Employees on Watch 3 will receive, in addition to his/her regular rate of pay, fourteen cents ($0.14) per hour for each hour worked on that shift.

Section 8. Field Training Officer. Any officer certified as a Field Training Officer (FTO) and assigned to train a recruit for one full day or more shall receive a supplemental pay bonus equal to three (3) hours of overtime per week of actual training. In the event a recruit is assigned to an officer who is not a certified field training officer (FTO), that officer will not receive FTO pay; however, the officer will not be required to fill out the daily observation reports, but would report to the FTO officer assigned to that recruit any violations of the Ankeny Police Department SOPs.

Section 9. On-Call Compensation. Employees designated by the Chief, to serve on a

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rotating on-call list, whereby such employee must be reachable by cellular telephone and must be able and in condition to respond to a call to return to service within a reasonable amount of time as determined by the Chief, shall receive compensation in the amount of fifty dollars ($50) per day for each day they have the on-call rotation to respond.

Section 10. K-9 Officer Pay. Patrol officers who are appointed as a K-9 officer and are assigned the duties of the K-9 handler, shall receive a supplemental pay bonus equal to one (1) hour of straight time pay for each off-duty day they are assigned to care for the canine. For days the officer is scheduled on a regular work shift, one (1) hour of the canine officer's shift shall be allocated for the daily care tasks. When the K-9 officer is unable to perform their duties due to illness, injury, or leave, any officer who is temporarily assigned to care for the canine shall receive one (1) hour of straight time pay per day as compensation for completion of the daily care tasks.

Section 11. Temporary Appointment. Any patrol officer appointed to the position of Interim Sergeant shall remain in that temporary assignment no more than ninety (90) days.

ARTICLE 14: SPECIFIC PURPOSE CLAUSE

Section 1. Savings. Should any provision of this Agreement be found to be inoperative, void, or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the validity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

Section 2. Closing of Negotiations. This Agreement covers wages and benefits for the term of the contract. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement.

Section 3. Successor. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto. In particular, should the Employer choose to contract for the services provided by the Employees to this contract, Employer agrees to make a part of any said contract that the Employees governed by this Agreement would retain the first option to be employed under said contract for services at no less compensation than they received under this Agreement.

Section 4. Exclusiveness of Agreement. This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the

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execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 15: HOLIDAYS

Section 1. Recognized Holidays. The following holidays should be recognized holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving
7. The Friday following Thanksgiving
8. Christmas Eve Day
9. Christmas Day

The actual day the holiday falls shall be observed as the holiday.

Employees who are normally scheduled or volunteer to work on a holiday shall be compensated one and one half (1 ½) times their hourly rate for each hour worked on the holiday.

Employees who are required to work overtime on a holiday will receive two (2) times their hourly rate for each hour worked on the holiday.

ARTICLE 16: TERMINATION

This Agreement, or any part of it, may be terminated or re-negotiated at any time by mutual consent of both parties.

This Agreement shall be effective as of July 1, 2026, and shall be binding upon the Employer, the Union and its members and shall remain in full force and effect through June 30, 2029. The Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 17: FALSE ARREST INSURANCE

The Employer shall provide false arrest insurance. During the course of the contract Employer will maintain false arrest insurance with provisions substantially similar to the policy in effect on the date of the execution of this Agreement. If the Employee requires bonding, the Employer will pay for the bonding.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this ____ day of , _____, at Ankeny, Iowa.

FOR THE ANKENY POLICE DEPARTMENT EMPLOYEES' UNION

DocuSigned by:

By: Steve Young
6345126541694B8...
Steven Young, Union Steward

Signed by:

By: Andre Johnson
B1F4117A0A13148D...
Andre Johnson, Business Agent
Teamsters Local 238

FOR THE CITY OF ANKENY, IOWA

Signed by:

By: Mike Schrock
5A41B864BD8042B...
Mike Schrock, City Manager

By: _____
Bobbi Bentz, Mayor

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APPENDIX A

Ankeny Police Department
Employees Union

Wage Schedule

PO	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FY 27 Hourly	37.335	39.202	41.162	43.220	44.517	45.853	47.229	48.646	50.105
FY 28 Hourly	38.455	40.378	42.397	44.517	45.853	47.229	48.646	50.105	51.608
FY 29 Hourly	39.609	41.589	43.668	45.851	47.227	48.644	50.103	51.606	53.154

July 1, 2026 – 4% ATB drop beginning step
and add a step at end
July 1, 2027 – 3% ATB
July 1, 2028 – 3% ATB

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee, who has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to the equivalent pay step the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting final plat, subdivision bonds for seeding and erosion control, platted and offsite easements, warranty deed for streets, and park land dedication agreement and authorizing cost-participation for modified subbase, 8-inch subdrain, and sidewalk oversizing for Berwick Estates Plat 2 Final Plat.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

Berwick Estates Plat 2 is a proposed 23.52(+/-) acre final plat, located north of SE Corporate Woods Dr/NE 62nd St, east of NE Berwick Drive, and south of SE Oralabor Road/NE 78th Street. The property is zoned PUD, Berwick Estates PUD. The subject plat consists of creating 83 single family lots, 3 street lots, and an outlot. The 83 residential lots will consist of single-family homes, eight of the lots are anticipated to be single family bi-attached dwellings. Outlot Z will be utilized for stormwater detention. The proposed plat is in general conformance with the Berwick Estates PUD that was approved by the City Council June 3, 2024.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval on February 17, 2026.

FISCAL IMPACT

Authorize cost-participation request for modified subbase, 8-inch subdrain, and sidewalk oversizing along NE Berwick Drive in the amount estimated to be $176,438.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. P&Z Minutes
3. P&Z Stamped Final Plat
4. Staff Report
5. Aerial Map
6. Applicant Letter
7. Parkland Dedication Agreement

WHEN RECORDED RETURN TO:

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

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone:(515)963-3556

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PLATTED AND OFFSITE EASEMENTS, WARRANTY DEED FOR STREETS, AND PARK LAND DEDICATION AGREEMENT AND AUTHORIZING COST-PARTICIPATION FOR MODIFIED SUBBASE, 8-INCH SUBDRAIN, AND SIDEWALK OVERSIZING FOR BERWICK ESTATES PLAT 2

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Berwick Estates Plat 2 on the 17th day of February, 2026; and

WHEREAS, the attorney's title opinion, subdivision bonds for seeding and erosion control, platted and offsite easements, and warranty deed for streets have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat for Berwick Estates Plat 2 is hereby approved; and
2. That the subdivision bonds for seeding and erosion control are hereby accepted; and
3. That the Public Sanitary Sewer and Storm Sewer, Public Utility, Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement, Public Storm Sewer and Utility, Public Gas, Darinage, and Landscape Buffer Easements are hereby accepted; and
4. That the offsite Sanitary Sewer, Temporary Turnaround, and Temporary Drainage Easements are hereby accepted; and
5. That the park land dedication agreement is hereby accepted; and
6. That cost participation for modified subbase, 8-inch subdrain and sidewalk oversizing be authorized in an amount estimated to be $176,438.00 is hereby approved

PASSED AND APPROVED this 6th day of April, 2026.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, February 17, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair Ted Rapp called the February 17, 2026 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Lisa West, Joseph Herst, Trina Flack, Phil Tuning and Todd Ripper. Absent: Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Laura Hutzell, Ryan Kirschman and Bryan Morrissey.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the February 17, 2026 agenda without amendments. Second by P. Tuning. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
There were no communications.

CITIZEN'S REQUEST
There were no requests.

CONSENT AGENDA ITEMS
Item #2. Berwick Estates Plat 2 – Final Plat
Motion to recommend approval of the final plat for Berwick Estates Plat 2; and recommend City Council authorization of cost-participation request for modified subbase, 8-inch subdrain, and sidewalk oversizing along NE Berwick Drive in the amount estimated to be $176,438

Motion by L. West to approve the recommendations for Consent Agenda Items #1 - #6. Second by T. Ripper. Motion carried 6 - 0.

Submitted by Eric Carstens, Planning Manager
Plan & Zoning Commission

BERWICK ESTATES PLAT 2
ANKENY, IOWA
FINAL PLAT

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PLAT: OUTLOT X
SUBDIVISION: DRA ACRES PLAT 1
PROPRIETOR: BERWICK HOLDINGS LLC
REQUESTED BY: ATI REALTY GROUP
SURVEYOR: PATRICK SHELQUIST
COMPANY: MCCLURE
PREPARED BY & RETURN TO: PATRICK SHELQUIST 6655 NE 15TH STREET DES MOINES, IOWA 50313 / 515-512-1361

OWNERS:
BERWICK HOLDINGS LLC
1615 SW MAIN STREET, SUITE #207
ANKENY, IOWA 50021
(301) 560-5428
CASEY@ATIREALTY.COM
ATTN: CASEY SCHAFBUCH

ENGINEER:
MCCLURE ENGINEERING
1360 NW 121ST STREET
CLIVE, IA 50325
(515) 964-1229
PKULLBERG@MCCLUREVISION.COM
ATTN: PATRICK KULLBERG

GENERAL NOTES:

1) LOT 'A', LOT 'B', AND LOT 'C' TO BE DEDICATED TO THE CITY OF ANKENY FOR RIGHT OF WAY PURPOSES.

2) OUTLOT 'Z' TO BE OWNED AND MAINTAINED BY THE HOA FOR THE PURPOSE OF STORM WATER DETENTION. OUTLOT Z WILL BE A STORMWATER MANAGEMENT EASEMENT.

3) LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

4) THE DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PLAT, INCLUDING ALONG BERWICK DRIVE.

5) ACCESS TO LOTS 16 & 17 RESTRICTED TO SE CROSSING OAK DR AND AS FAR FROM SE 33RD ST AS FEASIBLE.

6) THE DRIVEWAY FOR LOT 25 SHALL BE CONSTRUCTED TO AVOID THE STORM SEWER INTAKE.

7) LOTS 41-48 WILL HAVE NO DRIVEWAY ACCESS TO NE BERWICK DRIVE.

8) LOTS 16-27 WILL HAVE NO DRIVEWAY ACCESS TO LOT B (NE 38TH ST).

9) THE EASTBOUND LEFT TURN LANE AT NE 62ND STREET AND NE BERWICK DRIVE WILL NEED TO BE CONSTRUCTED PRIOR TO TEMPORARY OR FINAL OCCUPANCY OF THE FIRST LOT BUILT WITHIN THIS PLAT.

10) 25' BUFFER EASEMENTS ARE PROPOSED ALONG NE BERWICK DRIVE AND FUTURE 38TH STREET. THESE EASEMENTS WILL BE ALLOWED TO OVERLAP PUBLIC UTILITY EASEMENTS AND GAS EASEMENTS. NO FENCES OR SHEDS ARE ALLOWED WITHIN THE BUFFER EASEMENTS. TREE/BUFFER REQUIREMENTS PER ANKENY CITY CODE ARE TO BE WITHIN THE BUFFER EASEMENTS.

11) THE DRIVEWAY FOR LOT 25 SHALL BE CONSTRUCTED TO AVOID THE STORM SEWER INTAKE.

BULK REGULATIONS:

LOTS 1-83, PUD PARCEL C
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 5' MINIMUM ONE SIDE, 10' MINIMUM
TOTAL SUM OF THE SIDE YARD SETBACK
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 50' MINIMUM
LOT AREA = 5,000 SF MINIMUM

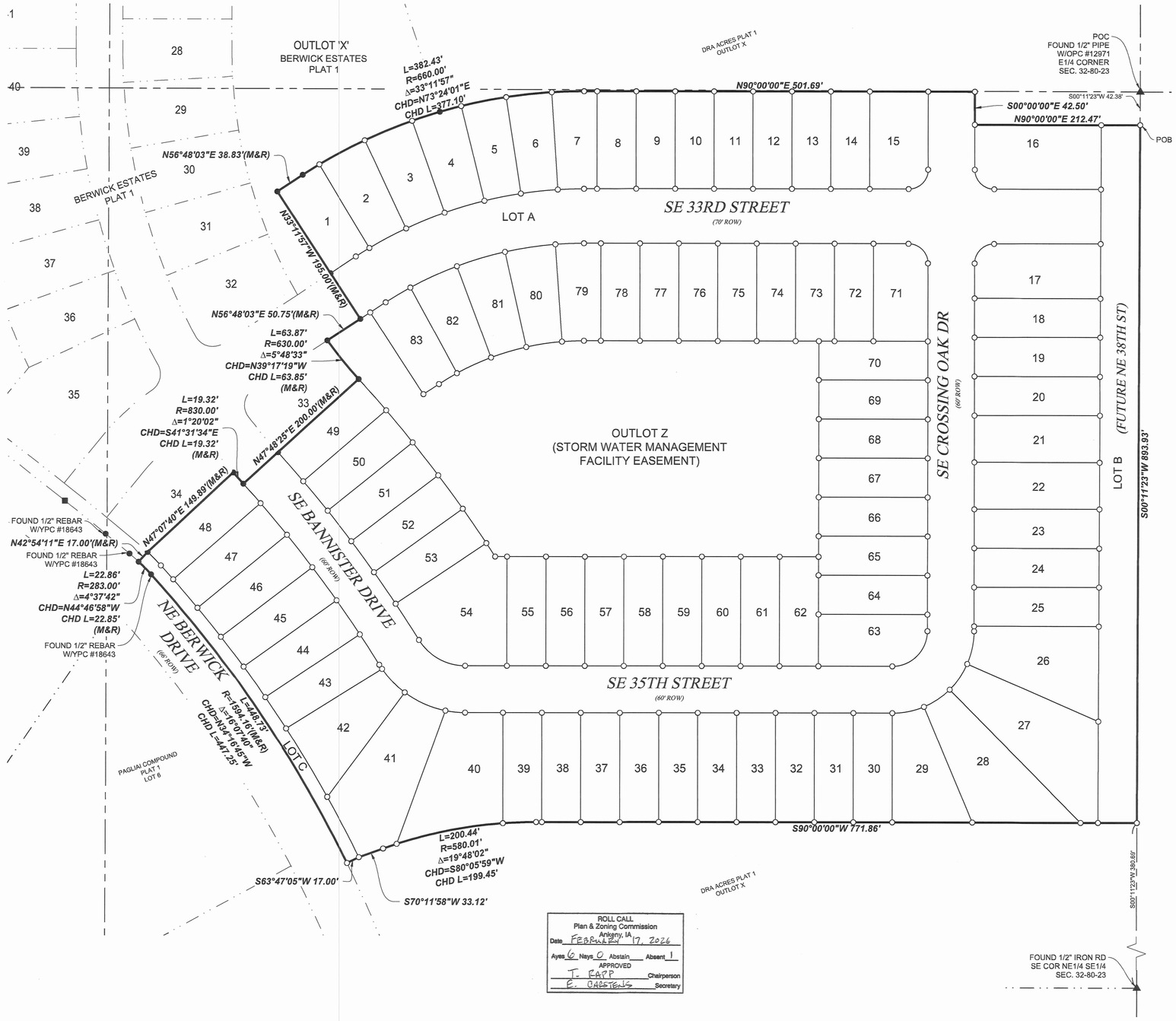
LOTS 41-48, PUD PARCEL C BI-ATTACHED DWELLINGS
FRONT SETBACK = 25' MINIMUM
SIDE SETBACK = 7' MINIMUM SINGLE STORY
8' MINIMUM TWO STORY
REAR SETBACK = 30' MINIMUM
LOT WIDTH = 50' MINIMUM
LOT AREA = 5,000 SF MINIMUM

LEGAL DESCRIPTION:

PART OF OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

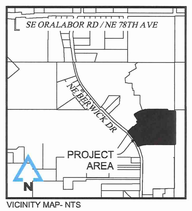
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE S00°11'23"W, ALONG THE EAST LINE OF SAID OUTLOT X, 42.38 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING S00°11'23"W, ALONG SAID EAST LINE, 893.93 FEET; THENCE S90°00'00"W, 771.86 FEET; THENCE 200.44 FEET ALONG A 580.01 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, HAVING A CHORD BEARING S80°05'59"W, 199.45 FEET; THENCE S70°11'58"W, 33.12 FEET; THENCE S63°47'05"W, 17.00 FEET, TO A POINT ON THE SOUTHWEST LINE OF SAID OUTLOT X; THENCE 448.73 FEET, ALONG SAID SOUTHWEST LINE AND THE ARC OF A 1594.16 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, HAVING A CHORD BEARING N34°16'45"W, 447.25 FEET; THENCE 22.86 FEET ALONG SAID SOUTHWEST LINE AND THE ARC OF A 283.00 FOOT RADIUS CURVE, CONCAVE SOUTHWEST, HAVING A CHORD BEARING N44°46'58"W, 22.85 FEET, TO THE SOUTHEAST LINE OF BERWICK ESTATES PLAT 1, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA; THENCE N42°54'11"E, ALONG SAID SOUTHEAST LINE, 17.00 FEET; THENCE N47°07'40"E, ALONG SAID SOUTHEAST LINE, 149.89 FEET; THENCE 19.32 FEET, ALONG SAID SOUTHEAST LINE AND THE ARC OF A 830.00 FOOT RADIUS CURVE, CONCAVE NORTHEAST, HAVING A CHORD BEARING S41°31'34"E, 19.32 FEET; THENCE N47°48'25"E, ALONG SAID SOUTHEAST LINE, 200.00 FEET; THENCE 63.87 FEET, ALONG SAID SOUTHEAST LINE AND THE ARC OF A 630.00 FOOT RADIUS CURVE, CONCAVE NORTHEAST, HAVING A CHORD BEARING N39°17'19"W, 63.85 FEET; THENCE N56°48'03"E, ALONG SAID SOUTHEAST LINE, 50.75 FEET; THENCE N33°11'57"W, ALONG SAID SOUTHEAST LINE, 195.00 FEET; THENCE N56°48'03"E, ALONG SAID SOUTHEAST LINE, 38.83 FEET; THENCE 382.43 FEET, ALONG SAID SOUTHEAST LINE AND THE EASTERLY EXTENSION OF SAID SOUTHEAST LINE AND THE ARC OF A 660.00 FOOT RADIUS CURVE, CONCAVE SOUTHEAST, HAVING A CHORD BEARING N73°24'01"E, 377.10 FEET; THENCE N90°00'00"E, 501.69 FEET; THENCE S00°00'00"E, 42.50 FEET; THENCE N90°00'00"E, 212.47 FEET, TO THE POINT OF BEGINNING.

DESCRIBED AREA CONTAINS 23.52 ACRES.



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date FEBRUARY 17, 2026
Ayes 6 Nays 0 Abstain ___ Absent 1
APPROVED
T. FAPP Chairperson
E. CARSTENS Secretary

GENERAL LEGEND	
SURVEY BOUNDARY	
PROPOSED LOT	
EXIST PROPERTY LINE	
SECTION LINE	
SETBACK LINE	
PROPOSED EASEMENT	
EXIST EASEMENT	
MONUMENTS FOUND:	
▲	SECTION CORNER (TYPE AS NOTED)
■	1/2" REBAR W/NO CAP
●	1/2" REBAR W/PPC #26776 (UNLESS NOTED OTHERWISE)
MONUMENTS SET:	
○	1/2" REBAR W/PPC #24477
⌑	CUT X OR MAG NAIL
FND	FOUND
BK, PG	BOOK AND PAGE
(M), (R)	MEASURED, RECORDED
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



VICINITY MAP- NTS

RECEIVED
FEB 20 2026
CITY OF ANKENY

NORTH
0 18 35 70
(IN FEET)
1 inch = 70 ft.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PATRICK SHELQUIST
24477
IOWA
PROFESSIONAL LAND SURVEYOR

PATRICK SHELQUIST
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027

Patrick Shelquist 2/20/2026
DATE

PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-4

DATE SURVEYED: 9/16/2025

BERWICK ESTATES PLAT 2
FINAL PLAT

ENGINEER	DRAWN BY	REVISIONS	ANKENY, IOWA
KULLBERG	HART	11/6/2025	POLK COUNTY
SURVEYOR	CREW CHIEF	12/4/2025	
SHELQUIST	---	1/20/2026	
		2/3/2026	2023000306-050
SHEET NO. 01/04			09/25/2025

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515-512-1361

DRAWING PATH: P:\2023\2023000306-050\04 Drawings\Survey\2023000306-050-FP2.dwg PLOT DATE: 02/19/2026 3:53 PM PLOTTED BY: CATHRYN BEERMAN HART

BERWICK ESTATES PLAT 2
ANKENY, IOWA
FINAL PLAT

POC
FOUND 1/2" PIPE
W/OPC #12971
E1/4 CORNER
SEC. 32-80-23

S89°58'00"E 212.61'
S00°11'23"W 42.38'

DRA ACRES PLAT 1
OUTLOT X

BERWICK ESTATES
PLAT 1
OUTLOT X

N90°00'00"E 501.69'

N90°00'00"E 212.47'

N90°00'00"E 192.08'

N90°00'00"E 471.69'

N90°00'00"W 301.69'

N90°00'00"E 548.69'

N90°00'00"E 415.36'

S90°00'00"W 771.86'

S00°11'23"W 893.93'

N00°00'00"E 531.43'

N00°00'00"W 276.43'

N00°00'00"E 160.00'

LOT A
171,112 SF

LOT B
44,697 SF

LOT C
8,070 SF

OUTLOT Z
138,679 SF

SE 33RD STREET
(70' ROW)

SE 35TH STREET
(60' ROW)

SE CROSSING OAK DR
(60' ROW)

(FUTURE NE 38TH ST)

SE BANNISTER DRIVE
(60' ROW)

NE BERWICK DRIVE
(66' ROW)

W1/2 W1/2 W1/2 SW1/4
LESS 25A RD
SEC 33-80-23

PAGLIAI COMPOUND
PLAT 1
LOT 6

DRA ACRES PLAT 1
OUTLOT X

N56°48'03"E 38.83'
S56°48'03"W 38.83'
N56°48'03"E 50.75'
S56°48'03"W 15.03'
N56°48'03"E 23.80'
N42°54'11"E 17.00'
S70°11'58"W 33.12'
S63°47'05"W 17.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C1	22.86'	283.00'	4°37'42"	N44°46'58"W	22.85'
C2	448.73'	1594.16'	16°07'40"	N34°16'45"W	447.25'
C3	200.44'	580.01'	19°48'02"	S80°05'59"W	199.45'
C4	382.43'	660.00'	33°11'57"	N73°24'01"E	377.10'
C5	63.87'	630.00'	5°48'33"	N39°17'19"W	63.85'
C6	19.32'	830.00'	1°20'02"	S41°31'34"E	19.32'
C7	289.72'	500.00'	33°11'57"	S73°24'01"W	285.68'
C8	117.81'	75.00'	90°00'00"	N45°00'00"E	106.07'
C9	101.27'	100.00'	58°01'27"	S60°59'16"E	97.00'
C10	296.02'	1660.00'	10°13'02"	N37°05'04"W	295.63'
C11	20.48'	535.00'	2°11'36"	S57°53'50"W	20.48'
C12	25.26'	660.00'	2°11'36"	N57°53'50"E	25.26'
C13	65.99'	660.00'	5°43'45"	N61°51'31"E	65.97'
C14	53.50'	535.00'	5°43'45"	S61°51'31"W	53.47'
C15	53.39'	535.00'	5°43'04"	S67°34'55"W	53.37'
C16	65.86'	660.00'	5°43'04"	N67°34'55"E	65.84'
C17	37.48'	660.00'	3°15'15"	N72°04'04"E	37.48'
C18	28.38'	660.00'	2°27'49"	N74°55'36"E	28.38'
C19	53.39'	535.00'	5°43'04"	S73°17'58"W	53.37'
C20	58.90'	660.00'	5°06'48"	N78°42'54"E	58.88'
C21	47.75'	535.00'	5°06'48"	S78°42'54"W	47.73'
C22	58.90'	660.00'	5°06'48"	N83°49'42"E	58.88'
C23	47.75'	535.00'	5°06'48"	S83°49'42"W	47.73'
C24	41.64'	660.00'	3°36'54"	S88°11'33"W	41.64'
C25	33.76'	535.00'	3°36'54"	S88°11'33"W	33.75'
C26	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C27	39.27'	25.00'	90°00'00"	N45°00'00"W	35.36'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C28	39.27'	25.00'	90°00'00"	S45°00'00"W	35.36'
C29	43.06'	105.00'	23°29'56"	S11°44'58"W	42.76'
C30	40.04'	105.00'	21°50'58"	S34°25'25"W	39.80'
C31	40.04'	105.00'	21°50'58"	S56°16'23"W	39.80'
C32	41.79'	105.00'	22°48'08"	S78°35'56"W	41.51'
C33	42.69'	580.01'	4°13'01"	N87°53'30"E	42.68'
C34	25.47'	130.00'	11°13'31"	N84°23'14"W	25.43'
C35	139.37'	580.01'	13°46'02"	S78°53'59"W	139.03'
C36	57.60'	130.00'	25°23'17"	N66°04'50"W	57.13'
C37	18.39'	580.01'	1°49'00"	N71°06'28"E	18.39'
C38	87.37'	1611.16'	3°06'25"	S27°46'07"E	87.36'
C39	42.05'	130.00'	18°32'07"	N44°07'08"W	41.87'
C40	102.42'	1611.16'	3°38'33"	S31°08'36"E	102.41'
C41	6.52'	130.00'	2°52'32"	N33°24'49"W	6.52'
C42	48.06'	1611.16'	1°42'33"	S33°49'09"E	48.06'
C43	46.23'	1630.00'	1°37'30"	N32°47'18"W	46.23'
C44	52.75'	1630.00'	1°51'15"	N34°31'41"W	52.75'
C45	48.03'	1611.16'	1°42'29"	S35°31'40"E	48.03'
C46	52.75'	1630.00'	1°51'15"	N36°22'56"W	52.75'
C47	48.00'	1611.16'	1°42'25"	S37°14'07"E	48.00'
C48	52.75'	1630.00'	1°51'15"	N38°14'11"W	52.75'
C49	47.98'	1611.16'	1°42'22"	S38°56'30"E	47.98'
C50	52.75'	1630.00'	1°51'15"	N40°05'27"W	52.75'
C51	47.96'	1611.16'	1°42'20"	S40°38'51"E	47.96'
C52	33.43'	1630.00'	1°10'31"	N41°36'20"W	33.43'
C53	23.71'	1611.16'	0°50'36"	S41°55'19"E	23.71'
C54	24.25'	300.78'	4°37'11"	S44°46'52"E	24.25'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C55	53.35'	1830.00'	1°40'13"	N41°21'29"W	53.35'
C56	49.27'	1690.00'	1°40'13"	S41°21'29"E	49.27'
C57	49.27'	1690.00'	1°40'13"	S39°41'15"E	49.27'
C58	53.35'	1830.00'	1°40'13"	N39°41'15"W	53.35'
C59	49.27'	1690.00'	1°40'13"	S38°01'02"E	49.27'
C60	53.35'	1830.00'	1°40'13"	N38°01'02"W	53.35'
C61	49.27'	1690.00'	1°40'13"	S36°20'49"E	49.27'
C62	53.35'	1830.00'	1°40'13"	N36°20'49"W	53.35'
C63	49.27'	1690.00'	1°40'13"	S34°40'36"E	49.27'
C64	53.35'	1830.00'	1°40'13"	N34°40'36"W	53.35'
C65	70.89'	70.00'	58°01'27"	S60°59'16"E	67.90'
C66	55.03'	1690.00'	1°51'56"	S32°54'31"E	55.02'
C67	20.50'	1830.00'	0°38'31"	N33°31'14"W	20.50'
C68	70.69'	45.00'	90°00'00"	N45°00'00"E	63.64'
C69	39.27'	25.00'	90°00'00"	N45°00'00"W	35.36'
C70	36.82'	465.00'	4°32'14"	S87°43'53"W	36.81'
C71	28.27'	340.00'	4°45'49"	N87°37'05"E	28.26'
C72	65.44'	465.00'	8°03'46"	S81°25'53"W	65.38'
C73	46.50'	340.00'	7°50'10"	N81°19'05"E	46.46'
C74	64.40'	465.00'	7°56'07"	S73°25'57"W	64.35'
C75	47.09'	340.00'	7°56'07"	N73°25'57"E	47.05'
C76	65.98'	465.00'	8°07'45"	S65°24'00"W	65.92'
C77	48.24'	340.00'	8°07'45"	N65°24'00"E	48.20'
C78	26.91'	340.00'	4°32'05"	N59°04'05"E	26.90'
C79	36.80'	465.00'	4°32'05"	S59°04'05"W	36.79'
C80	287.25'	1830.00'	8°59'37"	N37°41'47"W	286.96'
C81	197.01'	340.00'	33°11'57"	S73°24'01"W	194.26'

NORTH
0 13 25 50
(IN FEET)
1 inch = 50 ft.

BERWICK ESTATES PLAT 2
FINAL PLAT

ENGINEER KULLBERG
SURVEYOR SHELQUIST
DRAWN BY HART
CREW CHIEF -----
SHEET NO. 02/04
REVISIONS 11/6/2025 12/4/2025 1/20/2026 -
ANKENY, IOWA
POLK COUNTY
2023000306-050
09/25/2025

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BERWICK ESTATES PLAT 2
ANKENY, IOWA
FINAL PLAT

BERWICK ESTATES PLAT 1
OUTLOT 'X'

TEMPORARY OFFSITE DRAINAGE EASEMENT

C9

N90°00'00"W 441.69'

DRA ACRES PLAT 1
OUTLOT X

N90°00'00"E 90.00'

OFF-SITE 90.0' X 90.0' TEMPORARY TURNAROUND AND UTILITY EASEMENT (TO BE RECORDED IN SEPARATE DOCUMENT)

N00°00'00"E 90.00'

N00°00'00"E 60.00'

S00°00'00"E 90.00'

15.00'

60.00'

N90°00'00"W 90.00'

N90°00'00"E 441.69'

C7

C8

10.00' PUE

7.00' GAS EASEMENT

16.50' AT&T ROW & COMMUNICATIONS SYSTEM EASEMENT BK 19599 PGS 253-257

10.00' P.U.E. BK 19911 PG 819

STORM SEWER EASEMENT BK 19911 PG 814

LOT A

SE 33RD STREET

TEMPORARY TURNAROUND & UTILITY EASEMENT BK 19911 PG 744

7.00' GAS EASEMENT BK 19911 PG 828

5.00' PUE

5.00' P.U.E. BK 19911 PG 819

L=10.03'
R=630.00'
Δ=0°54'43"
CHD=S37°28'40"E
CHD L=10.03'

S36°48'03"W 69.36'

N56°48'03"E 54.61'

N33°11'57"W 118.60'

S53°11'07"E 108.00'

N56°48'03"E 10.00'

OUTLOT Z
(STORM WATER MANAGEMENT FACILITY EASEMENT)

SE CROSSING OAK DR

(FUTURE NE 38TH ST)

LOT B

W1/2 W1/2 W1/2 SW1/4
LESS .25A RD
SEC 33-80-23

SE BANNISTER DRIVE

STORM SEWER AND DRAINAGE EASEMENT

15.36'

L6

C6

5.00'

N00°00'00"E 129.57'

S00°00'00"E 140.00'

N05°28'05"E 47.14'

C5

S90°00'00"W 58.69'

SE 35TH STREET

20.00' SANITARY SEWER EASEMENT BK 15393 PGS 121-134

5.00' GAS EASEMENT BK 15393 PGS 121-134

25.00' LANDSCAPE BUFFER EASEMENT

20.00' PUBLIC UTILITY EASEMENT BK 15393 PGS 121-134

40.00' SANITARY & STORM SEWER EASEMENT

15.00' STORM SEWER & DRAINAGE EASEMENT

NE BERWICK DRIVE

LOT C

PAGLIAI COMPOUND
PLAT 1
LOT 6

N70°11'58"E 4.95'

30.00' ROW EASEMENT FOR WATER TRANSMISSION LINES AND APPURTENANCES BK 4816 PG 332

L=43.38'
R=580.01'
Δ=4°17'06"
CHD=N72°20'31"E
CHD L=43.37'

L5

C4

S20°04'31"W 67.49'

DRA ACRES PLAT 1
OUTLOT X

16.50' AT&T ROW & COMMUNICATIONS SYSTEM EASEMENT BK 5724 PG 057

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C4	53.65'	1639.16'	1°52'31"	N25°10'03"W	53.65'
C5	11.95'	70.00'	9°46'43"	N85°06'38"W	11.93'
C6	17.47'	1830.00'	0°32'49"	S33°28'23"E	17.47'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L5	N70°11'58"E	2.48'
L6	S90°00'00"W	20.36'

NORTH
0 13 25 50
(IN FEET)
1 inch = 50 ft.

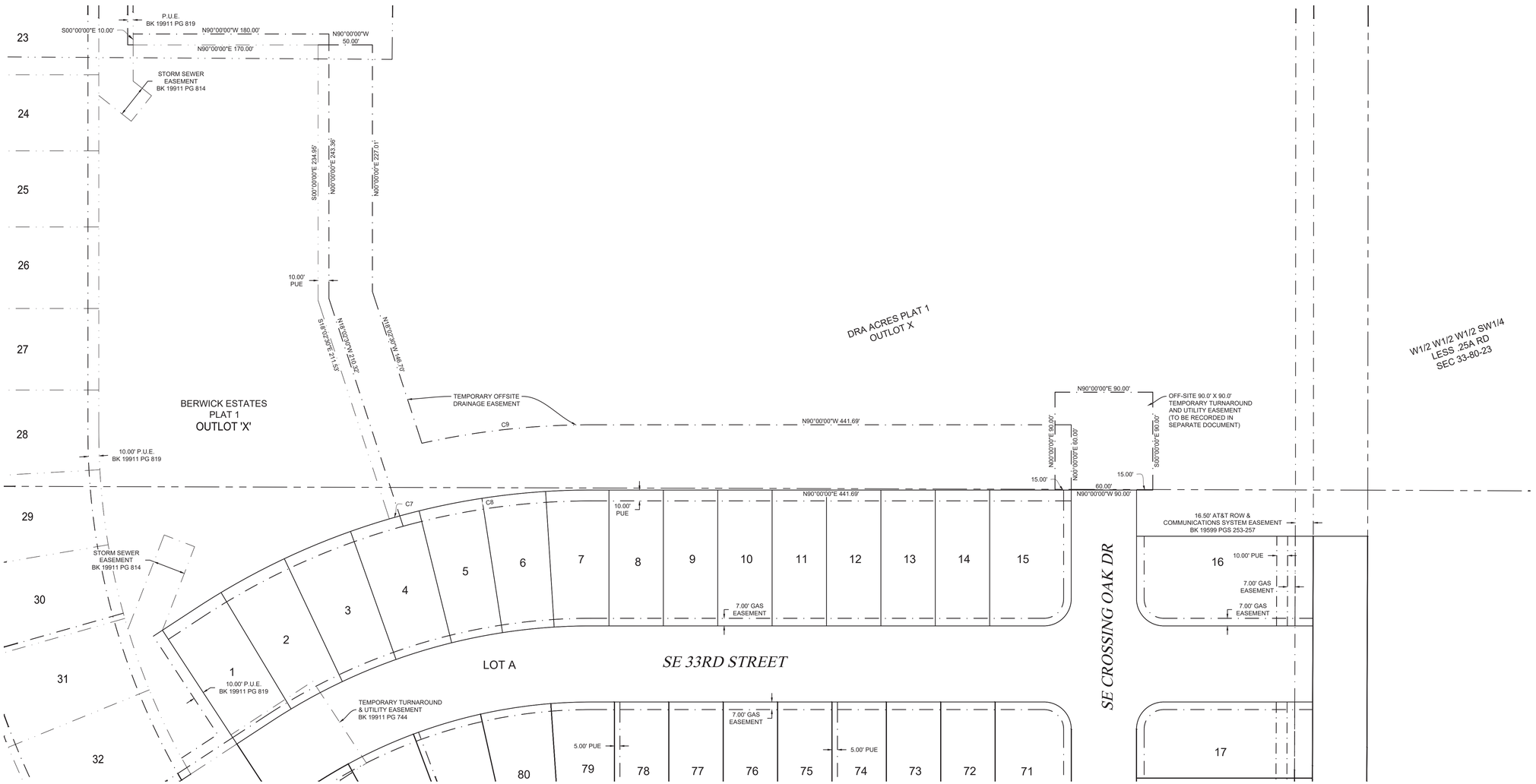
BERWICK ESTATES PLAT 2
FINAL PLAT

ENGINEER KULLBERG
SURVEYOR SHELQUIST
DRAWN BY HART
CREW CHIEF ----
REVISIONS 11/6/2025 12/4/2025 1/20/2026
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09/25/2025
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BERWICK ESTATES PLAT 2
ANKENY, IOWA
FINAL PLAT



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD B	CHD L
C7	10.01'	660.00'	0°52'07"	N74°07'45"E	10.01'
C8	187.82'	660.00'	16°18'19"	N81°50'51"E	187.19'
C9	156.61'	720.00'	12°27'45"	S83°46'08"W	156.30'

NORTH
0 13 25 50
(IN FEET)
1 inch = 50 ft.

BERWICK ESTATES PLAT 2
FINAL PLAT

ENGINEER
KULLBERG
SURVEYOR
SHELQUIST
DRAWN BY
HART
CREW CHIEF
---- ----
REVISIONS
11/6/2025
12/4/2025
1/20/2026
-
-
ANKENY, IOWA
POLK COUNTY
2023000306-050
09/25/2025
SHEET NO.
04/04

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Ankeny
bringing it all together.

Plan and Zoning Commission
Staff Report

Meeting Date: February 17, 2026

Agenda Item: Berwick Estates Plat 2 – Final Plat
Report Date: February 12, 2026
Prepared by: Ryan Kirschman, AICP
Planner I

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Berwick Estates Plat 2 Final Plat; and recommend City Council authorization of cost-participation request for modified subbase, 8-inch subdrain, and sidewalk oversizing along NE Berwick Drive in the amount estimated to be $176,438.

Project Summary:

Berwick Estates Plat 2 is a proposed 23.52(+/-) acre final plat, located north of SE Corporate Woods Dr/NE 62nd St, east of NE Berwick Drive, and south of SE Oralabor Road/NE 78th Street. The property is zoned PUD, Berwick Estates PUD. The subject plat consists of creating 83 single family lots, 3 street lots, and an outlot. The 83 residential lots will consist of single-family homes, eight of the lots are anticipated to be single family bi-attached dwellings. Outlot Z will be utilized for stormwater detention. The proposed plat is in general conformance with the Berwick Estates PUD that was approved by the City Council June 3, 2024.

Project Report:

Streets: The primary access to the development off NE Berwick Drive will be from SE 33rd Street. SE 33rd Street will be a collector level street and runs from west to east. In the proposal SE Bannister Drive will be extended south where it will turn towards the east and turn into SE 35th Street. SE 35th Street will run to the east and then it will bend to the north where it will become SE Crossing Oak Drive. SE Crossing Oak Drive will run to the north eventually intersecting with SE 33rd Street and will continue north.

Water: The applicant is proposing to connect to the existing 10-inch water main along SE 33rd Street and extend it to the east ending at Lot B. An 8-inch water main will run along SE Bannister Drive, SE Crossing Oak Drive, and SE 35th Street to service the rest of the plat. The applicant is also proposing to extend 10-inch water main south along NE Berwick Drive to service future development.

Sewer: The applicant is proposing to install 8-inch sanitary sewer through the whole plat, looping two existing stubs under SE 33rd Street and SE Bannister Drive. The proposal will also extend an 8-inch line north from the SE Crossing Oak Drive and SE 33rd Street intersection.

Drainage: The proposed high points are in the north portion of the plat, near the intersection of SE 33rd Street and SE Crossing Oaks Drive. The grading slopes generally to the north towards the detention ponds in Outlot Z of the proposed plat and Outlot X of Berwick Estates Plat 1.

Parkland: The parkland dedication requirement for Plat 2 is 1.176 acres, but parkland is not proposed with this plat. The developer will be dedicating 7.2 acres of parkland with a future final plat. The total park dedication for the Berwick Estates is estimated at 7.2 acres.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: **Berwick Estates Plat 2**
NAME OF OWNER/ DEVELOPER: **Berwick Holdings LLC**

GENERAL INFORMATION:

PLAT LOCATION:	North of SE Corporate Woods Dr/NE 62nd St, east of NE Berwick Drive, and south of SE Oralabor Road/NE 78th Street
SIZE OF PLAT:	23.52 acres
ZONING:	Berwick Estates PUD

LOTS:

NUMBER:	83 single-family lots; 3 street lots; 1 outlot
SIZE/DENSITY:	3.52 units per acre
USE:	Residential
BUILDING LINES:	Parcel C: Lots 1-83
Front:	25′
Rear:	30′
Side:	5′ min. one side, 10′ total sum
Lot Width:	50′ minimum
Lot Area:	5,000 SF minimum
	Parcel C Bi-Attached Dwellings: Lots 41-48
Front:	25′
Rear:	30′
Side:	7′ min. single story, 8′ min. two story
Lot Width:	50′ minimum
Lot Area:	5,000 SF minimum

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 2 is 1.176 acres, but parkland is not proposed with this plat. The developer will be dedicating 7.2 acres of parkland with a future final plat. The total park dedication for the Berwick Estates is estimated at 7.2 acres.

ADJACENT LANDS:

NORTH:	Berwick Estates Plat 1
SOUTH:	R-1, One-Family Residence District
EAST:	Unincorporated land
WEST:	R-1, One-Family Residence District

STREET DEVELOPMENT:

NAME:	SE 33rd Street
LENGTH:	Approximately 992′
CLASSIFICATION:	Minor Collector
R.O.W. (REQ′D./PROV.):	70′/70′
PAVEMENT WIDTH:	31′

NAME:	SE Crossing Oaks Drive
LENGTH:	Approximately 750′
CLASSIFICATION:	Normal Residential
R.O.W. (REQ′D./PROV.):	60′/60′
PAVEMENT WIDTH:	27′

NAME:	SE 35th Street
LENGTH:	Approximately 658′
CLASSIFICATION:	Normal Residential
R.O.W. (REQ′D./PROV.):	60′/60′
PAVEMENT WIDTH:	27′

NAME:	SE Bannister Drive
LENGTH:	Approximately 347′
CLASSIFICATION:	Normal Residential
R.O.W. (REQ′D./PROV.):	60′/60′
PAVEMENT WIDTH:	27′

WASTE WATER:

PROJECTED FLOWS: 83 units X 3 pers. per house X 300 gal. per day/pers.= 74,700 GPD

WRA CAPACITY: 200 MGD; current daily avg. 132 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin.

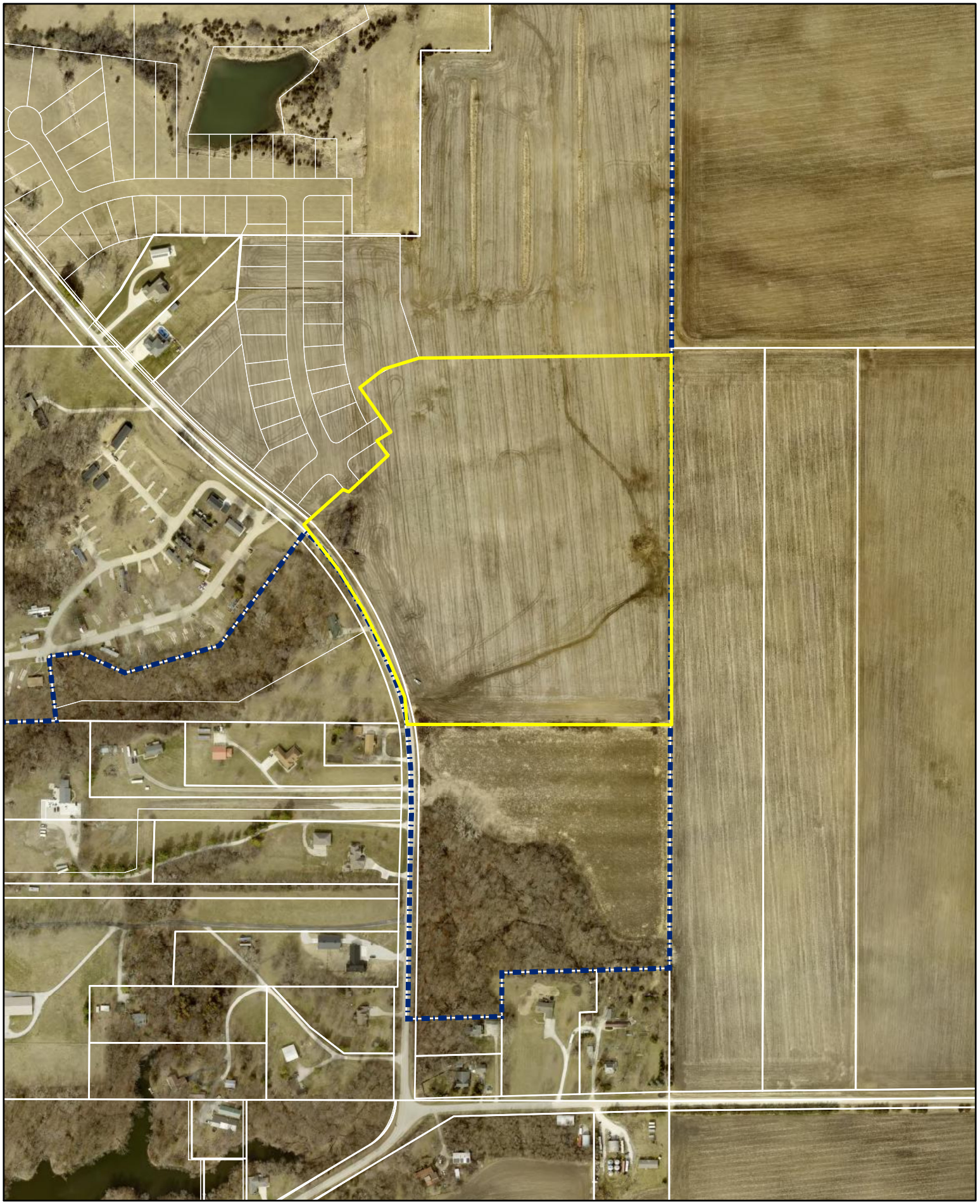
WATER SYSTEM:

USAGE: 83 units X 3 pers. per house X 100 gal. per day/person = 24,900 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N

1 inch = 429 feet

Date: 2/12/2026

Berwick Estates Plat 2
Final Plat
Aerial Map

Ankeny
bringing it all together.

McCLURE™
ENGINEERING CO.

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

www.mecresults.com

2/06/2026

Honorable Mayor, City Council, Planning and Zoning Commission,
City of Ankeny City Council Chambers
Ankeny Kirkendall Public Library
1250 SW District Drive,
Ankeny, Iowa 50023

RE: Berwick Estates Plat 2 Construction Drawings & Final Plat

Dear Honorable Mayor, City Council, and Planning and Zoning Commission

On behalf of Berwick Holdings LLC and ATI Group, we respectfully request your approval of the Berwick Estates Plat 2 Construction Drawings and Final Plat located in Ankeny.

The proposal for Plat 2 remains substantially consistent with the master layout depicted in the PUD. Plat 2 contains 83 lots consisting of majority standard single-family lots and some multi-family in lots 41 - 48 consistent with the PUD. Portions of two new roadways will be constructed, along with major Berwick Drive ROW improvements, including new water main, sidewalk, and ditch grading along the east side of Berwick Drive. We believe this project will serve to protect the interests of existing Ankeny residents while expanding the lives of future residents.

The developer also requests authorization of City cost participation for Sidewalk Oversizing Cost Share Budget to the amount of $35,585. The developer also requests authorization of City cost participation for modified subbase ($80,438) & 8-inch subdrain ($96,000) under and along public roadways to the total amount of $176,438.

We thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Patt Kullberg, PE
Project Engineer

Cc: ATI Group

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

WHEN RECORDED RETURN TO:

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

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3556

PARK LAND DEDICATION AGREEMENT

WHEREAS, Berwick Holdings, LLC (hereinafter "Developer") is the developer of Berwick Estates Plat 2 (hereinafter "Development") in the City of Ankeny, Iowa (hereinafter "City"); and

WHEREAS, in order to satisfy the park land dedication requirements as specified in Chapter 200.35.1.A, Criteria for Requiring Park Land Dedication, of the Municipal Code of the City of Ankeny, Iowa, the Developer requests that the City defer park land dedication requirements until a future phase of Development; and

WHEREAS, the deferred park land dedication shall be part of a future conveyance of real property that the Developer proposes to dedicate to the City in order to satisfy said park land dedication requirements of the City for the Development, of the approximate size and location identified as "Park," as shown on the attached Exhibit 'A'.

NOW, THEREFORE, IT IS HEREBY AGREED by Berwick Holdings, LLC and its successors and assigns that said Developer shall dedicate real property of the approximate size and location shown as "Park" on the attached Exhibit 'A' to the City of Ankeny in accordance with the Municipal Code of the City of Ankeny, Iowa, and at no cost to the City of Ankeny, in order to satisfy said park land dedication requirements of the City of Ankeny with the filing of a future plat of the Development.

DATED this 26 day of FEB., 2026.

Berwick Holdings, LLC

Signature

BRADLEY STOKESBARY

Print Name

MANAGER

Title

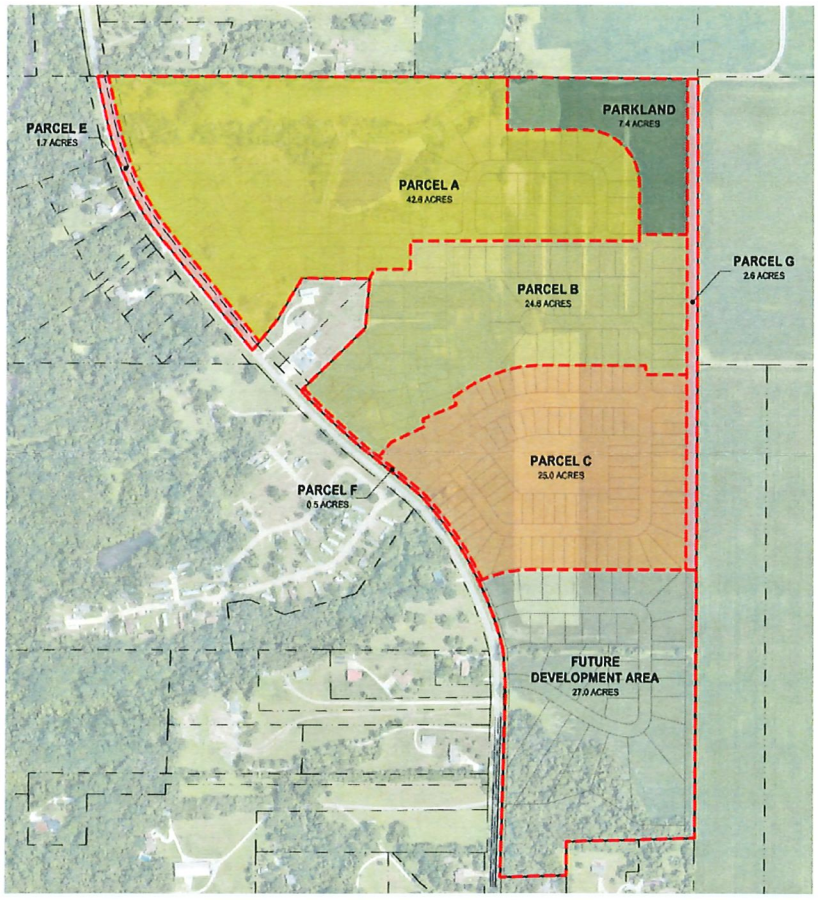
STATE OF IOWA, COUNTY OF POLK, ss:

On the 26 day of FEB., 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared BRADLEY STOKESBARY to me personally known, who being by me duly sworn, did say that he/she is the MANAGER of Berwick Holdings, LLC, an Iowa Limited Liability Company; that the instrument was signed on behalf of the limited liability company by authority of its members; and that he/she as MANAGER acknowledges execution of the instrument to be the voluntary act and deed of the limited liability company by it and be him/her voluntarily executed.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
NICK HALFHILL
Commission Number 762227
My Commission Expires
3-18-28

EXHIBIT A



BERWICK ESTATES PUD LAND USE PLAN

NOTES

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

BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

DENSITY CALCULATIONS:

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

LAND USE COMPARISON:

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

PARKLAND DEDICATION CALCULATION:

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

*FDA = FUTURE DEVELOPMENT AREA

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Berwick Estates Plat 2.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, AND ACCEPTING CONTRACTS AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER, STORM SEWER, AND WATER MAIN IN BERWICK ESTATES PLAT 2

WHEREAS, the plans and specifications for the construction of sanitary sewer, storm sewer, and water main in Berwick Estates Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Berwick Estates Plat 2.

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

1. That the plans and specifications for the construction of sanitary sewer, storm sewer, and water main are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 6th day of April, 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Berwick Estates Plat 2 Final Plat.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN BERWICK ESTATES PLAT 2

WHEREAS, the plans and specifications for the construction of street paving in Berwick Estates Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Berwick Estates Plat 2.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 6th day of April 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, platted easements and payment for sidewalk shortage for Ankeny Charter School Plat 1.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

School Development HC, LLC, as the applicant, and Fairmount Education, Inc., as the property owner, have submitted a request for approval of Ankeny Charter School Plat 1, a 4.22-acre (±) final plat generally located south of the intersection of SW Irvinedale Drive and SW Oralabor Road and west of SW Polk City Drive. The proposed plat creates one buildable lot and one street lot for right-of-way purposes, along with associated easements and utilities. A payment of $8,390.00 is required for sidewalk shortage along SW Polk City Drive.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The Plan and Zoning Commission recommended City Council approval on March 17, 2026.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. PZ Minutes
3. Final Plat
4. Staff Report
5. Aerial Map
6. Applicant Letter

\

WHEN RECORDED RETURN TO:

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

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

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRENTY DEED TO STREETS, PLATTED EASEMENTS AND PAYMENT FOR SIDEWALK SHORTAGE FOR ANKENY CHARTER SCHOOL PLAT 1

WHEREAS, on the 17th day of March 2026, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Ankeny Charter School Plat 1; and

WHEREAS, the attorney's title opinion, warranty deed for streets and platted easement documents have been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat for Ankeny Charter School Plat 1 is approved; and
2. The warranty deed to streets is hereby accepted; and
3. The payment in the amount of $8,390.00 for sidewalk shortage along SW Polk City Drive is hereby accepted; and
4. That the Public Drainage easement, Public Utility easement and Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement are hereby accepted

PASSED AND APPROVED this 6tht day of April 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michele Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, March 17, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair Ted Rapp called the March 17, 2026 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Joseph Herst, Phil Tuning and Todd Ripper. Absent: Lisa West. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Laura Hutzell, Ryan Kirschman and Bryan Morrissey.

AMENDMENTS TO THE AGENDA
Motion by T. Flack to approve and accept the March 17, 2026 agenda without amendments. Second by P. Tuning. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
There were no communications.

CITIZEN'S REQUEST
There were no requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the March 3, 2026 minutes of the Plan and Zoning Commission meeting.
Item #2. Ankeny Charter School Plat 1 – Final Plat
Motion to recommend City Council approval of Ankeny Charter School Plat 1 Final Plat.
Item #3. 3710 NE Spectrum Drive – Freddy's Site Plan
Motion to approve the site plan for 3710 NE Spectrum Drive, Freddy's.
Item #4. 1945 NE 36th Street – Les Schwab Tire Store Site Plan
Motion to approve the site plan for 1945 NE 36th Street, Les Schwab Tire Store.
Item #5. 2806 N. Ankeny Boulevard – Central Bank Site Plan
Motion to approve the site plan for 2806 N. Ankeny Boulevard, Central Bank; subject to approval and recording of Piper Properties Plat 5 and necessary easements.
Item #6. Hope Crest Plat 2 – Final Plat
Motion to recommend City Council approval of Hope Crest Plat 2 Final Plat; and recommend City Council authorization of cost-participation request for sidewalk oversizing in the amount estimated to be $3,570.00 and truncated domes in the amount estimated to be $1,600.00.

Motion by R. Weisheit to approve the recommendations for Consent Agenda Items #1 - #6. Second by J. Hurst. Motion carried 6 - 0.

REPORTS
City Council Meeting
E.Jensen reported on the March 16, 2026 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the Tuesday, April 7, 2026 Plan and Zoning Commission meeting and noted that there will be a public hearing on the April 7th agenda for a request to rezone property from R-1 to R-3, restricted to 12 units per acre, no apartments.

Commissioner's Reports
There were no reports.

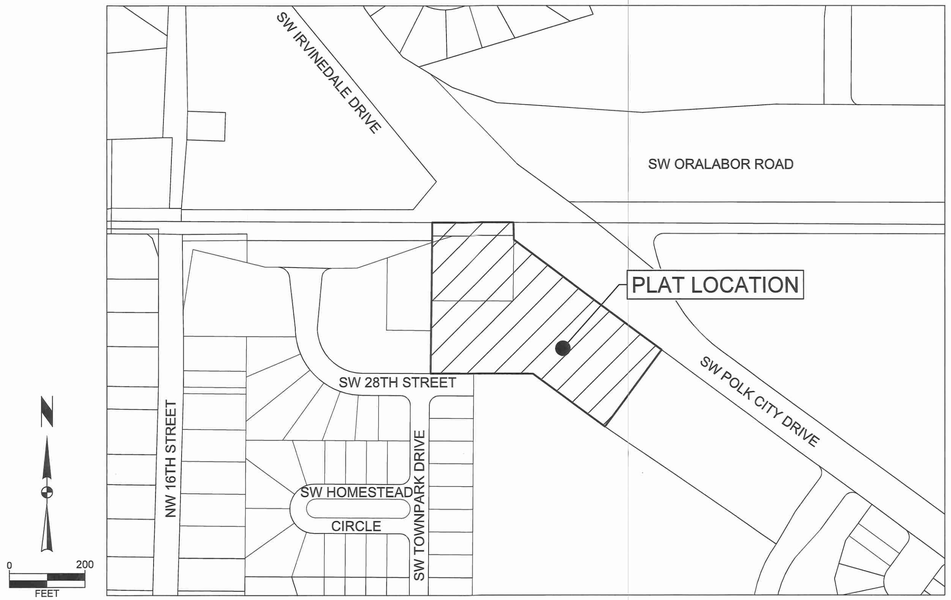
ADJOURNMENT
There being no further business, Chair T. Rapp adjourned the meeting. Meeting adjourned at 6:35 p.m.

Submitted by Eric Carstens, Planning Manager
Plan & Zoning Commission

ANKENY CHARTER SCHOOL PLAT 1
FINAL PLAT

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND
SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. NW 1/4
SEC. 34-80N-24W
REQUESTED BY:
FAIRMOUNT EDUCATION, INC.



VICINITY MAP
ANKENY, IOWA

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date 3/17/26
Ayes 6 Nays 0 Abstain ___ Absent 1
APPROVED
T. PAPP Chairperson
E. CARSTENS Secretary

LEGEND

FEATURES	FOUND	SET
PLSS Section Corner	▲	△
Land Survey Monument (1/2" Rebar, YPC # 19710 Unless Otherwise Noted)	●	○
R.O.W. Rail	⌶	
Centerline Reference Monument (Cut "X", Unless Otherwise Noted)	◆	◇
Calculated Corner	✣	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Yellow Plastic Cap	YPC	
Centerline	——·——·——	
Section Line	————	
1/4 Section Line	—— – – ——	
1/4 1/4 Section Line	——— - - ———	

RECEIVED
MAR 25 2026
CITY OF ANKENY

PROPERTY DESCRIPTION
A TRACT OF LAND SITUATED IN THE COUNTY OF POLK, STATE OF IOWA, BEING THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL BEARINGS BEING REFERRED TO THE IOWA COORDINATE SYSTEM, SOUTH ZONE (GRID NORTH BEARS 00 DEGREES 05 MINUTES 47 SECONDS WEST OF TRUE NORTH); COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 34; THENCE SOUTH 89 DEGREES 37 MINUTES 40 SECONDS EAST, 841.59 FEET ALONG THE NORTH LINE THEREOF; THENCE SOUTH 00 DEGREES 22 MINUTES 20 SECONDS WEST, 203.45 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THE EXISTING ONE ACRE TRACT OWNED BY TIGER TRUCKING SUBSIDIARY, INC.; THENCE SOUTH 00 DEGREES 22 MINUTES 20 SECONDS WEST 191.55 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 40 SECONDS EAST 268.92 FEET; THENCE SOUTH 53 DEGREES 32 MINUTES 04 SECONDS EAST 235.39 FEET; THENCE NORTH 36 DEGREES 27 MINUTES 56 SECONDS EAST 250.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF POLK CITY DRIVE; THENCE NORTH 53 DEGREES 32 MINUTES 04 SECONDS WEST 485.00 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 22 MINUTES 20 SECONDS WEST 157.51 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 40 SECONDS WEST 214.5 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT A POINT 51 RODS EAST OF THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE EAST ALONG THE COUNTY ROAD 13 RODS; THENCE SOUTH 12 1/3 RODS; THENCE WEST 13 RODS; THENCE NORTH 12 1/3 RODS TO THE PLACE OF BEGINNING, SUBJECT TO EXISTING HIGHWAYS, EXCEPT THAT PORTION DEEDED TO THE UNITED STATES OF AMERICA BY EASEMENT DEED RECORDED IN BOOK 6408, PAGE 780, CITY OF ANKENY, POLK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 50, TRADITION GREENS PLAT 1; THENCE NORTH 00°08'46" EAST ALONG THE EAST LINE OF SAID LOT 50, A DISTANCE OF 345.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 50 AND TO THE PRESENTLY ESTABLISHED SOUTH RIGHT-OF-WAY LINE OF ORALABOR ROAD; THENCE NORTH 72°59'25" EAST ALONG SAID PRESENTLY ESTABLISHED RIGHT-OF-WAY LINE, 57.63 FEET TO THE NORTH LINE OF AN EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 6408, PAGE 780 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE NORTH 89°51'14" WEST ALONG SAID NORTH LINE, 55.07 FEET; THENCE NORTH 00°08'46" EAST, 33.00 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M.; THENCE SOUTH 89°51'14" EAST ALONG SAID NORTH LINE, 214.50 FEET; THENCE SOUTH 00°08'46" WEST, 45.94 FEET TO THE PRESENTLY ESTABLISHED SOUTHWESTERLY RIGHT-OF-WAY LINE OF POLK CITY DRIVE; THENCE SOUTH 53°45'38" EAST ALONG SAID PRESENTLY ESTABLISHED SOUTHWESTERLY RIGHT-OF-WAY LINE, 485.00 FEET TO THE NORTHWEST CORNER OF LOT 2, DIAMOND HILLS ELEMENTARY PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 36°14'22" WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 250.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND TO THE NORTH LINE OF LOT 1, OF SAID DIAMOND HILLS ELEMENTARY PLAT 1; THENCE NORTH 53°45'38" WEST ALONG SAID NORTH LINE, 235.39 FEET TO A NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 89°51'14" WEST ALONG SAID NORTH LINE, AND ALONG THE PRESENTLY ESTABLISHED NORTH RIGHT-OF-WAY LINE OF SW 28TH STREET, 268.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.22 ACRES (183,806 S.F.) AND BEING SUBJECT TO 0.17 ACRES (7,193 S.F.) OF ROADWAY EASEMENT.

PROPERTY SUBJECT TO ANY AND ALL EASMENTS OF RECORD.

AREA SUMMARY
GROSS AREA: 4.22 ACRES (183,806 SF)
ROADWAY EASEMENT: 0.17 ACRES (7,193 SF)
NET AREA: 4.05 ACRES (176,613 SF)

DATE OF SURVEY
JANUARY 14, 2026

PROPERTY OWNER
FAIRMOUNT EDUCATION, INC.
3720 E. 29TH STREET
DES MOINES, IOWA 50317-4230
REPRESENTATIVE NAME: JOSH HOLT
515-266-5065

APPLICANT
SCHOOL DEVELOPMENT HC, LLC
6457 SUNSET DRIVE
MIAMI, FLORIDA 33143
ANNETTE IRAOLA
954-494-9082

PROPERTY ADDRESS
2605 SW ORALABOR ROAD
ANKENY, IOWA 50023

ZONING
R-1: ONE-FAMILY RESIDENCE DISTRICT

BULK REGULATIONS
MINIMUM LOT AREA: 10,200 SF
MINIMUM LOT WIDTH: 85'
FRONT YARD SETBACK: 35'
SIDE YARD SETBACK: CHURCHES AND SCHOOLS: 35' EACH SIDE
REAR YARD SETBACK: 35'

NOTES
1. STREET LOT A TO BE DEDICATED TO THE CITY OF ANKENY.
2. THE ORALABOR ROAD (FRONTAGE) RIGHT-OF-WAY DEDICATION WILL BE RE-EVALUATED AFTER THE COMPLETION OF THE SW ORALABOR ROAD INTERSECTION IMPROVEMENTS CITY PROJECT.

FLOODPLAIN
THE FLOOD ZONE DESIGNATION FOR THE SUBJECT PROPERTY IS ZONE X, BEING AREA OF MINIMAL FLOOD HAZARD, AS PER THE FLOOD INSURANCE RATE MAP FOR THE CITY OF ANKENY, IOWA, PANEL NUMBER 19153C0185F, EFFECTIVE DATE FEBRUARY 01, 2019.

MARK	REVISION	DATE	BY
1	REVISED PER CITY/COUNTY COMMENTS	03-06-26	AJD

Engineer: BKC | Checked By: EDG | Scale: 1" = 200'
Technician: AJD | Date: 02-13-2026 | T-R-S: 80N-24W-34
Project No: 125.0700.01
Sheet 1 of 2

ANKENY CHARTER SCHOOL PLAT 1
FINAL PLAT
SNYDER & ASSOCIATES, INC.
ANKENY, IOWA
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

LICENSED PROFESSIONAL LAND SURVEYOR
ERIN D. GRIFFIN
19710
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — 3/27/2026 Date
License Number 19710
My License Renewal Date is December 31, 2027
Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

SNYDER & ASSOCIATES

Project No: 125.0700.01
Sheet 1 of 2

V:\Projects\2025\125.0700.01\CAD\EPLT_125070D.dwg ADAVENPORT 2/23/24 EXHIBIT L, 2026/03/04, 1:33 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

ANKENY CHARTER SCHOOL PLAT 1

FINAL PLAT

CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	90°19'16"	38.50'	60.69'	38.72'	S81°23'57"W 54.60'

214.5' R
S89°51'14"E 214.50' M
Existing 33' Roadway Easement
(Road Book 2, Page 280)
SW ORALABOR ROAD (FRONTAGE)
N0°08'46"E 33.00' M
33.00' R
N89°51'14"W 55.07' M
N89°37'40"E 55.00' R
STREET LOT A
7,193 SF
0.17 AC
Found 1/2" Rebar
S0°08'46"W 45.94' M
S53°45'38"E 11.88'
N0°08'46"E 17.00'
Exception Easement Deed For Public Highway
(Book 6408, Page 780)
S89°51'14"E 141.68'
N89°51'14"W 112.62'
7' PUE
S77°57'55"W 95.89'
N0°08'32"E
10.23'
N72°59'25"E 57.63' M
S73°11'47"W 57.57' R
N53°45'38"W 21.97'
Easement For Public Highway
(Book 1688, Page 202)
NE Corner Lot 50
Tradition Greens Plat 1
Found 5/8" Rebar With
Aluminum Cap
35' BSL
PUE (WIDTH VARIES)
203.5' R
S0°22'20"W 203.45' R
N0°08'46"E 203.50' M
203.50' M&R
S0°22'20"W 157.51' R
N0°08'46"E 157.56' M
SURVEY
(BOOK 5911, PAGE 374)
PARCEL "B"
(BOOK 11294, PAGE 966)
SW POLK CITY DRIVE
(R.O.W. VARIES)
N53°32'04"W 485.00' R
S53°45'38"E 485.00' M
35' BSL
LOT 1
176,612 SF
4.05 AC
(2605 SW ORALABOR ROAD)
N89°51'14"W 214.50' M
N89°37'40"W 214.5' R
LOT 50
TRADITION GREENS PLAT 1
S0°22'20"W 345.00' R
N0°08'46"E 345.00' M
N0°08'46"E 191.50' M
S0°22'20"W 191.55' R
SURVEY
(BOOK 6476, PAGE 395)
10' Public Utility & Drainage Easement
(Book 8164, Page 416)
PARCEL "A"
(BOOK 11294, PAGE 966)
28.00'
15.00'
55.00'
STORM WATER MANAGEMENT
FACILITIES EASEMENT
NW Corner Lot 2
Diamond Hills
Elementary Plat 1
S81°13'29"W 19.56'
STORM WATER MANAGEMENT
FACILITIES EASEMENT
S36°14'22"W 128.09'
28.00'
15.00'
S36°14'22"W 153.56'
N53°45'38"W 66.55'
S36°14'22"E 168.71'
C1
70.50'
S36°14'22"W 66.66'
N53°45'38"W
32.83'
55' DRAINAGE EASEMENT
35' BSL
Point Of Beginning
SE Corner Lot 50
Tradition Greens Plat 1
Found 5/8" Rebar
N89°51'14"W 268.92' M
S89°37'40"E 265.92' R
13.00'
N89°51'14"W 141.64'
S89°51'14"E 154.97'
35' BSL
25' DRAINAGE EASEMENT
173.43'
S36°14'22"W 250.00' M
N36°27'56"E 250.00' R
SW 28TH STREET
60' R.O.W.
20' Water Main Easement
(Book 9734, Page 351)
13.00'
42.44'
N89°51'14"W 129.98'
N53°45'38"W
32.75'
LOT 2
DIAMOND HILLS ELEMENTARY PLAT 1
20' Storm Sewer & Drainage Easement
(Book 9734, Page 351)
N53°45'38"W 235.39' M
S53°32'04"E 235.39' R
LOT 1
DIAMOND HILLS ELEMENTARY PLAT 1
50' Drainage Easement
(Book 9734, Page 351)
137.78'
76.37'
SW TOWNPARK DRIVE
LOT 7
LOT 49
LOT 48
TRADITION GREENS PLAT 1
15' Public Utility And Drainage Easement
(Book 9734, Page 351)
15' Sanitary Sewer Easement
(Book 9734, Page 351)
15' Water Main Easement
(Book 9734, Page 351)
SW Corner Lot 2
Diamond Hills Elementary Plat 1
0
30
FEET

MARK	REVISION	DATE	BY
1	REVISED PER CITY/COUNTY COMMENTS	03-06-26	AJD

Engineer: BKC | Checked By: EDG | Scale: 1" = 30'
Technician: AJD | Date: 02-13-2026 | T-R-S: 80N-24W-34
Project No: 125.0700.01

Sheet 2 of 2

ANKENY, IOWA
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

ANKENY CHARTER SCHOOL PLAT 1
FINAL PLAT
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 125.0700.01
Sheet 2 of 2

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Plan and Zoning Commission
Staff Report

Meeting Date: March 17, 2026

Agenda Item: Ankeny Charter School Plat 1 Final Plat
Report Date: March 11, 2026
Prepared by: Laura Hutzell
Associate Planner EJC

Staff Recommendation:
That the Plan and Zoning Commission recommend City Council approval of Ankeny Charter School Plat 1 Final Plat.

Project Summary:
School Development HC, LLC, as the applicant, and Fairmount Education, Inc., as the property owner, have submitted a request for approval of Ankeny Charter School Plat 1, a 4.22-acre (±) final plat generally located south of the intersection of SW Irvinedale Drive and SW Oralabor Road and west of SW Polk City Drive. The proposed plat creates one buildable lot and one street lot for right-of-way purposes, along with associated easements and utilities.

The subject property is zoned R-1, One-Family Residence District, which allows schools and educational facilities. Surrounding zoning includes Prairie Trail PUD to the north across SW Oralabor Road, The Diamond Hills PUD to the south, the Tradition Greens PUD to the west, and land immediately east is zoned R-5, Mobile Home Residence District.

Project Report:

Streets: This plat will be primarily accessed from SW Oralabor Frontage Road.

Water: Service will be extended from the existing 6-inch water line along SW Oralabor Frontage Road and from an 8-inch main located along SW 28th Street at the southwest corner of the proposed plat.

Sewer: An 8-inch sewer line currently exists at the southeast corner of the proposed plat.

Drainage: Drainage for this plat generally drains southeast into an existing drainage ditch, which drains south through part of the Diamond Hills area and eventually into Sawgrass Park Pond. The plat shows a designated storm water management facility in the southeast portion of Lot 1, near SW Polk City Drive.

Parkland: Parkland dedication is not required for Educational Facilities located within an R-1 district.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT:	**Ankeny Charter School Plat 1**
NAME OF OWNER:	**Fairmount Education, Inc**
NAME OF DEVELOPER:	**School Development HC, LLC**

GENERAL INFORMATION:

PLAT LOCATION: South of SW Oralabor Road and SW Oralabor Frontage Road, west of SW Polk City Drive
SIZE OF PLAT: 4.22 acres
ZONING: R-1; One-Family Residence District

LOTS:

NUMBER:	1 lot
SIZE/DENSITY:	Lot 1: 4.05 acres, Street Lot A: 0.17 acres,
USE:	School
BUILDING LINES:	**R-1:**
	Front: 35'
	Rear: 40'
	Side: Churches/schools: 35' each side

PARK SITE DEDICATION: Parkland dedication is not required for Educational Facilities located within an R-1 District.

ADJACENT LANDS:

NORTH:	PUD; Planned Unit Development (Prairie Trail PUD)
SOUTH:	PUD; Planned Unit Development (Diamond Hills PUD)
EAST:	R-5: Mobile Home Residence District
WEST:	PUD; Planned Unit Development (Tradition Greens PUD)

STREET DEVELOPMENT:

There are no proposed streets with this plat. Street Lot A will be obtained for right-of-way purposes.

WASTE WATER:

PROJECTED FLOWS: 4.22 acres of developable land x 3,500 gal. per day/commercial = 14,770 GPD estimate
TREATMENT PLANT CAPACITY: Design: 17 MGD; current daily avg. 11.2 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Rock Creek Drainage Basin

WATER SYSTEM:

USAGE: 4.22 acres of developable land x 1,000 gal. per day/commercial = 4,220 GPD estimate
SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved by staff.

6. **Service areas; loading and unloading docks, delivery areas, dumpsters, outside storage areas and large storm water detention basins shall be treated with decorative elements, building wall extensions, plantings, berms, or other means so as to screen from view from public ways and adjoining properties.**

   The proposed trash enclosure is composed of brick. The proposal includes adequate screening for the trash enclose associated with the proposal.

7. **All newly installed utility lines shall be underground and entry fixtures located away from high use areas or screened in an approved manner.**

   All services to the building will be underground.

8. **Exterior lighting, when used, shall enhance the building design and the adjoining landscape. All lighting should be appropriate to the use of the building and surrounding properties with intensity of illumination limited to its intended use and not as an attraction to the site. Lighting shall be directed to eliminate impacts on adjoining sites.**

   Any site lighting will be directed away from adjoining property and downward.

9. **The design shall provide adequate provisions for surface and subsurface drainage. Storm water detention, drainage and storm sewer improvements shall be designed to reduce the danger of erosion, flooding, landslide or other endangerment of surrounding property.**

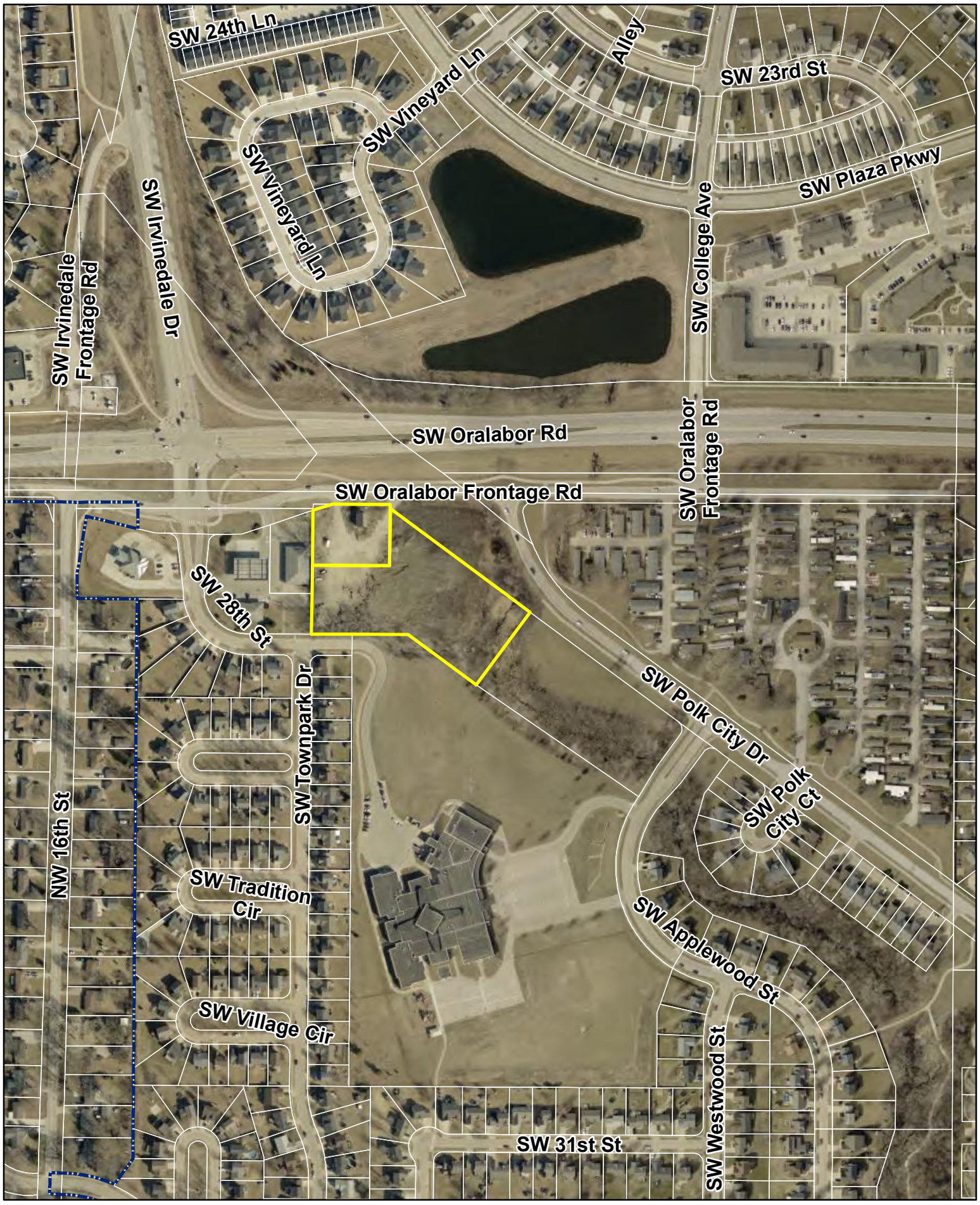
   Stormwater will be directed to the southeast side of the property where there is a proposed stormwater detention basin.

10. **Utility connections to water and sanitary sewer lines shall be designed so as to not overload existing public utility lines. Studies of system loading shall be provided if deemed necessary by the Community Development Director.**

    The proposal will connect to lines that run along the south side of the subject property. With this project, utility lines will be extended through the property to service properties to the north. Staff believes that these utility lines can adequately service the site without straining the systems.

11. **Site design should provide open space in areas visible to the public. A majority of the required open space should be located in front and side yards.**

    The overall site layout provides for adequate open space.



N

1 inch = 339 feet

Date: 3/9/2026

Ankeny Charter School Plat 1 Final Plat
Aerial Map

Ankeny
bringing it all together.

March 6, 2026

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

RE: FINAL PLAT - RESUBMITTAL
ANKENY CHARTER SCHOOL PLAT 1
2605 SW ORALABOR ROAD
PART OF THE NW ¼ OF SEC. 34, T80N, R24W
ANKENY, IOWA
S&A Project No. 125.0700.01

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

On behalf of School Development HC, LLC, as Applicant, and Fairmount Education, Inc., as Owner, please find accompanying the revised Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications, and we respectfully request the City's review and approval. The property total is 4.22 acres with the final plat made up of a 4.05 acre Lot 1 for a future Charter School and 0.17 acres for Street Lot A for SW Oralabor Road right-of-way. The easements include storm water management, drainage and public utility easements.

We have addressed the Tech Review comments through plat modification and discussions with Staff.

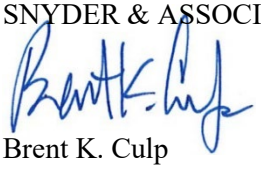
Please find the following items with this submittal:
- One (1) copy and a PDF of the Response Letter indicating how each comment was addressed, and
- Four (4) revised copies of the Final Plat.

The Attorney will provide for City Council submittal the following items:
- Legal and Easement documents.

The SWPPP, NPDES Authorization Letter, and COSESCO will be submitted with the Site Plan as part of the Plan and Zoning submittal.

We respectfully request the City's review and approval of these items. Please let me know if you have any questions or require further information or material. Thank you.

Sincerely,
SNYDER & ASSOCIATES, INC.



Brent K. Culp
Enclosure
cc: Frankie Mestre, School Development HC, LLC (w/ enclosures emailed)
Timothy Hogan, Hogan Law Office (w/ enclosures emailed)
File (electronic)

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 610 SE Creekview Drive and associated with the development of the Manatts Building Addition Site Plan.

ORIGINATING DEPARTMENT
Community Development

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Easement

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON THE PROPERTY AT 610 SE CREEKVIEW DRIVE AND ASSOCIATED WITH THE DEVELOPMENT OF THE MANATTS BUILDING ADDITION SITE PLAN

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, administratively approved the Manatts Building Addition Site Plan on March 30, 2026;

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 610 SE Creekview Drive and associated with the development of the Manatts Building Addition Site Plan, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 610 SE Creekview Drive and associated with the development of the Manatts Building Addition Site Plan is hereby accepted.

PASSED AND APPROVED this 6th day of April, 2026.

CITY OF ANKENY

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

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

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

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **NW COMPANY** ("Grantor") and the **City of Ankeny, Iowa** ("City"), in consideration for the approval by the City of the Project described as Manatts Building Addition ("Project").

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

Lot 7, CREEKVIEW PLACE and Lot 2, BAUGHMAN ACRES PLAT 1

("Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

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

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

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

   See Exhibit B, attached hereto and made a part hereof

   ("Easement Area").

3. Grantor covenants and agrees that the design, construction, repair and maintenance of the Facility shall meet the storm water runoff control requirements of the Municipal Code.

4. The Benefited Property benefits from the Facility by controlling runoff from the Benefited Property to enhance the enjoyment of the Benefited Property and meet the requirements of the Municipal Code. In recognition of such benefits and to meet the maintenance, repair and replacement obligations of the Municipal Code, each of the Benefited Property Owners ("Owners") shall be responsible for their proportionate share (determined by the number of lots making up the Benefited Property) of any costs required for meet these obligations. On behalf of the Owners, the Grantor consents and agrees to the covenants and obligations of this Agreement.

5. Grantor is solely responsible for constructing, installing, maintaining and ensuring that the Facility meets the standards and specifications established in the Municipal Code. If there is a discrepancy between the requirements of the Municipal Code and this Agreement, this Agreement shall control. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City confirms in writing that construction of the Facility has been completed pursuant to the requirements of the Municipal Code and this Agreement.

6. Grantor designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, inspection, grading and maintenance of the Storm Water Management Facility.

7. Grantor designates the party listed below and its or their successors and assigns) the "Designee" to accept notices and service of process for all Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Facility or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Facility. The Owners accept this Designee by virtue of their ownership. Should Grantor assign this designation or change the notice address of the Designee, such change of address shall not be effective written notice is provided to the City.

8. All notices required under this Agreement shall be to the following parties at the following addresses and deemed received three days from mailing by ordinary mail with a copy to the listed e-mail address as follows:

Designee:

NW Company
c/o Greg Manatt
610 SE Creekview Drive
Ankeny, IA 50021
gregm@manatts.com

City:

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

9. Upon confirmation by the City of the proper installation of the Facility as set forth in Paragraph 5, the Owners shall thereafter be responsible for performing all maintenance, repair and replacement obligations of the Facility, including the obligations set forth in Part II. Should any action be taken in conflict with this Agreement or should the Facility be damaged in any manner, the Owners shall have the responsibility to remove and correct such conflict or damage to assure the Facility operates as required by the Municipal Code and this Agreement.

10. As detailed in an Stormwater Management Facility Inspection Report Form provided by the City, the Owners shall cause the Facility to be inspected on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Facility from its original design. The inspection shall be conducted by a professional engineer licensed in the state of Iowa and completed by submission of the Inspection Report to the City's Stormwater Division of Public Works by July 1 of each calendar year other than the year in which the City confirms satisfactory completion of the Facility pursuant to Paragraph 5. The Inspection Report shall include date stamped photographs of the Facility and sufficiently detailed drawings (if

required for clarity) explaining any deficiencies or defects. Any identified deficiencies or defects noted by the inspection shall be corrected by the Owners within 30 days of completion of the Inspection Report. In the event the identified maintenance or repair cannot be completed within 30 days of completion of the Inspection Report, the engineer preparing the report must contact the City to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair satisfactory to the City. The Inspection photographs and Inspection Report shall be kept and maintained for a period of 5 years from the date of submission of the Inspection Report.

11. Prior to the City's confirmation of completion as set forth in Paragraph 5 the Grantor shall be responsible for providing an as-built volume verification of the Facility. Additionally, the City shall have the right to request an as-built volume verification from the Owners of the Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built volume deficiency shall be corrected by the Grantor or Owners as the case may be within 30 days of receiving written notice from the City to the Designee. In the event the deficiency cannot be completed within 30 days of this notice, the responsible party must contact the City within 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing such maintenance or repair.

12. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Owners to the assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 13 below. Grantor, on behalf of itself and all successors and assigns of the Owners, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 13, below, to address the maintenance, reconstruction, repair, grading or dredging of the Facility or Easement Area.

13. Should the Owners fail to maintain, reconstruct, repair, inspect, grade or dredge the Facility or the Easement Area upon notice from the City, the City may cause such action to be completed and assessed to each of the Owners pursuant to the formula set forth below:

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

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

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City and the Owners.

14. Grantor hereby grants the Owners and the City a Permanent Easement for the Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

15. It is the obligation of the Grantor and all Owners to maintain the Easement Area and the Facility as set forth in this Agreement. The Grantor and all Owners shall maintain the Easement Area in a manner that does not conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Facility are as follows:

    Storm water detention and retention ponds or basins:

    a. Mow as needed to maintain the vegetation at the height to meet City Code requirements to prevent erosion.
    b. Remove all trash, litter, debris, obstructions, volunteer trees and shrubbery in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
    c. Plant, maintain and replant as necessary permitted and/or required vegetation.
    d. Inspect for any defects, obstructions, or any changes in the original design.

e. Inspect and determine the depth of the pond or basin on an as-needed basis, at a minimum once every 15 years for basins that treat water quality.
f. Remove any accumulated sediment from the outlet structures that impedes the free flow of stormwater. Remove any sediment in underground detention basins once accumulated amount is 6 inches in depth or greater, or as recommended by manufacturer/supplier of underground facility or as required in approved site plans or plat documents. Remove sediment in wet detention basins that were designed to treat water quality once the accumulated amount has reduced the minimum depth of the basin to less than the minimum depth required in the approved stormwater management plan, site plans, or plat documents. For wet detention basins that are not required to treat water quality, it is recommended to remove sediment once the depth of the basin cannot support healthy aquatic life per IDNR guidance.
g. Till the soil or regrade to original design at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

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

Riparian/Vegetated Buffer:

a. Mow as needed to maintain the vegetation at the height to meet City Code requirements to prevent erosion.
b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
c. Remove all trash, litter, debris, obstructions, volunteer trees and shrubbery in the Easement Area.
d. Inspect for erosion in the riparian buffer on an annual basis.
e. Inspect and determine the depth of the riparian buffer on an annual basis. Survey data shall be provided if the City determines it necessary.
f. Remove any sediment accumulated greater than 25% of the original design depth.
g. Till the soil or grade to the original design at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

16. No chemicals or any substance shall be applied to the Facility that shall harm or impair its effectiveness as a storm water runoff control measure.

17. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

18. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed within the Easement Area.

19. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required by the City).

20. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

21. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, inspection, grading and dredging with all costs charged to the Owners. The City shall also have the right of access across the Easement Area in order to meet its obligations to repair, maintain and replace if needed any Public Storm Sewer located in or around the Easement Area.

22. Grantor covenants on behalf of the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, or the Owners from complying with the requirements of this Agreement.

23. This Agreement and the Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

24. Should there be a conflict between this Agreement any other written covenants affecting the property within the Project, this Agreement shall control.

25. Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

26. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

27. Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

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

Signed this 12th day of March, 2026.

GRANTOR:

By: Greg Manatt

Name: Greg Manatt

Title: V.P.

REBECCA SANDOVAL
Commission Number 855894
My Commission Expires
May 8, 2027

STATE OF IOWA, COUNTY OF POLK**, ss:**

On this 12TH day of MARCH, 2026, before me, the undersigned, a Notary Public in and for said County and State personally appeared Greg Manatt (Grantor), to me personally known, who being by me duly sworn, did say that he is VP (Title of Grantor), executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Manatts INC (corporation, LLC, etc.), by it and by him voluntarily executed.

Rebecca Sandoval

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

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

Signed this _____ day of _____, _____.

_____

City Clerk of the City of Ankeny, Iowa

OWNER IF OTHER THAN GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____

Notary Public in and for the State of Iowa

MORTGAGE HOLDER:

By: _____
Name: _____
Title: _____

STATE OF IOWA, COUNTY OF _____, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____ (Name), to me personally known, who being by me duly sworn, did say that he is _____ (Title), executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the _____ (Mortgage Holder), by it and by him voluntarily executed.

_____
Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **NW COMPANY**, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

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

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

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

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

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

See Exhibit B, attached hereto and made a part hereof

and applies to the property described as:

Lot 7, CREEKVIEW PLACE and Lot 2, BAUGHMAN ACRES PLAT 1

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

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Agreement regarding any action necessary for the maintenance, reconstruction, repair, inspection, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:

   A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

   B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

   C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and

D. Any right to defer or postpone the payment for any such action.

4. It is further agreed that:

   A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.

   B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.

   C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.

6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.

7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.

10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

(Signature page follows)

PROPERTY OWNER NAME: Manatts Inc.

By Greg Manatt

Name Greg Manatt

Date 3/12/26

Witness

Name Jared McGraw

LENDER NAME:

By: _____

Name: _____

Title: _____

EXHIBIT "B"

PROPRIETOR & REQUESTED BY

NW Company
c/o Greg Manatt
6333 NW Beaver Drive
Johnston, Iowa 50131
Phone: (515) 278-0247

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT PROPERTY LEGAL DESCRIPTION

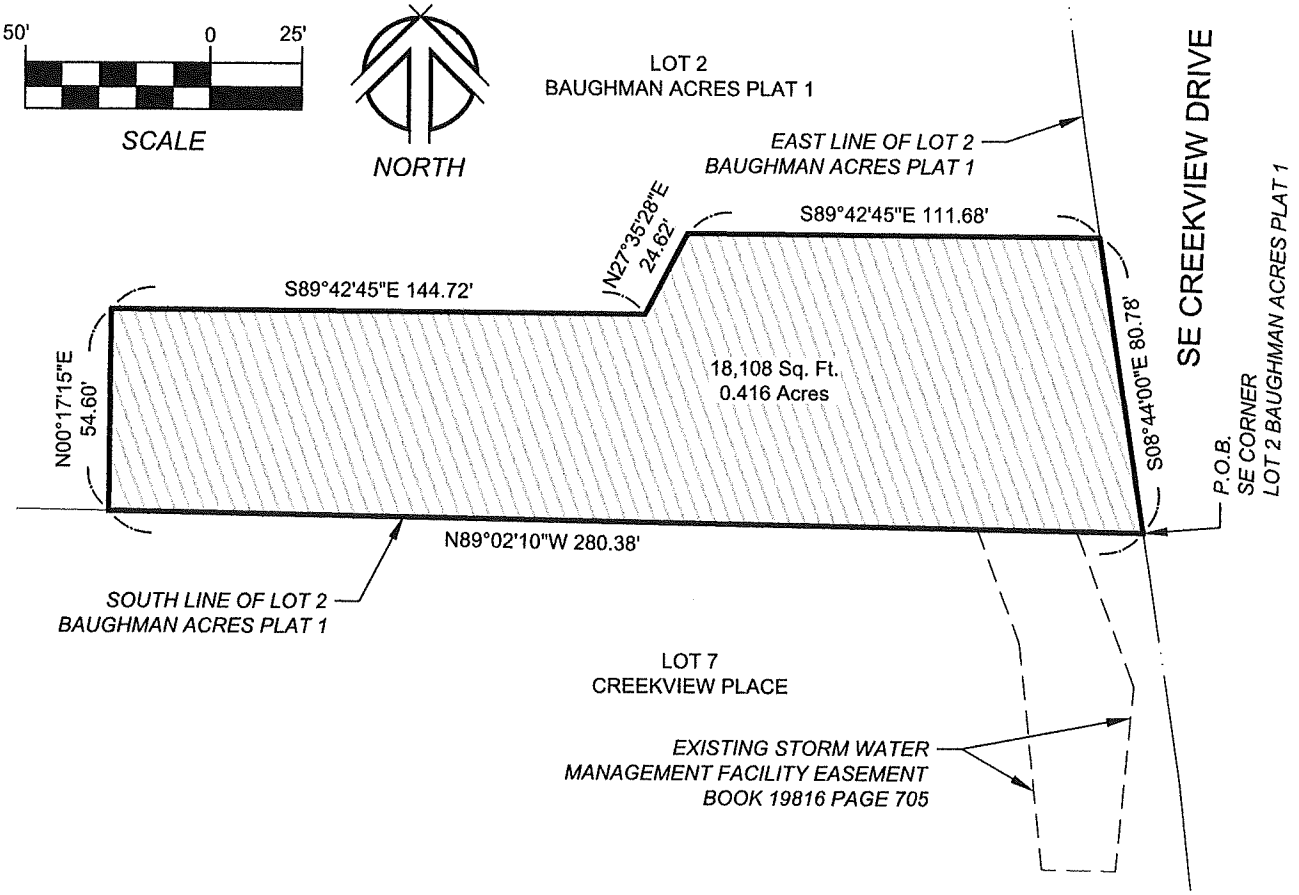
LOT 2, BAUGHMAN ACRES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

THAT PART OF LOT 2, BAUGHMAN ACRES PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 89° 02' 10" W, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 280.38 FEET, THENCE N 00° 17' 15" E, A DISTANCE OF 54.60 FEET; THENCE S 89° 42' 45" E, A DISTANCE OF 144.72 FEET; THENCE N 27° 35' 28" E, A DISTANCE OF 24.62 FEET; THENCE S 89° 42' 45" E, A DISTANCE OF 111.68 FEET, TO THE EAST LINE OF SAID LOT 2; THENCE S 08° 44' 00" E, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 80.78 FEET, TO THE POINT OF BEGINNING;

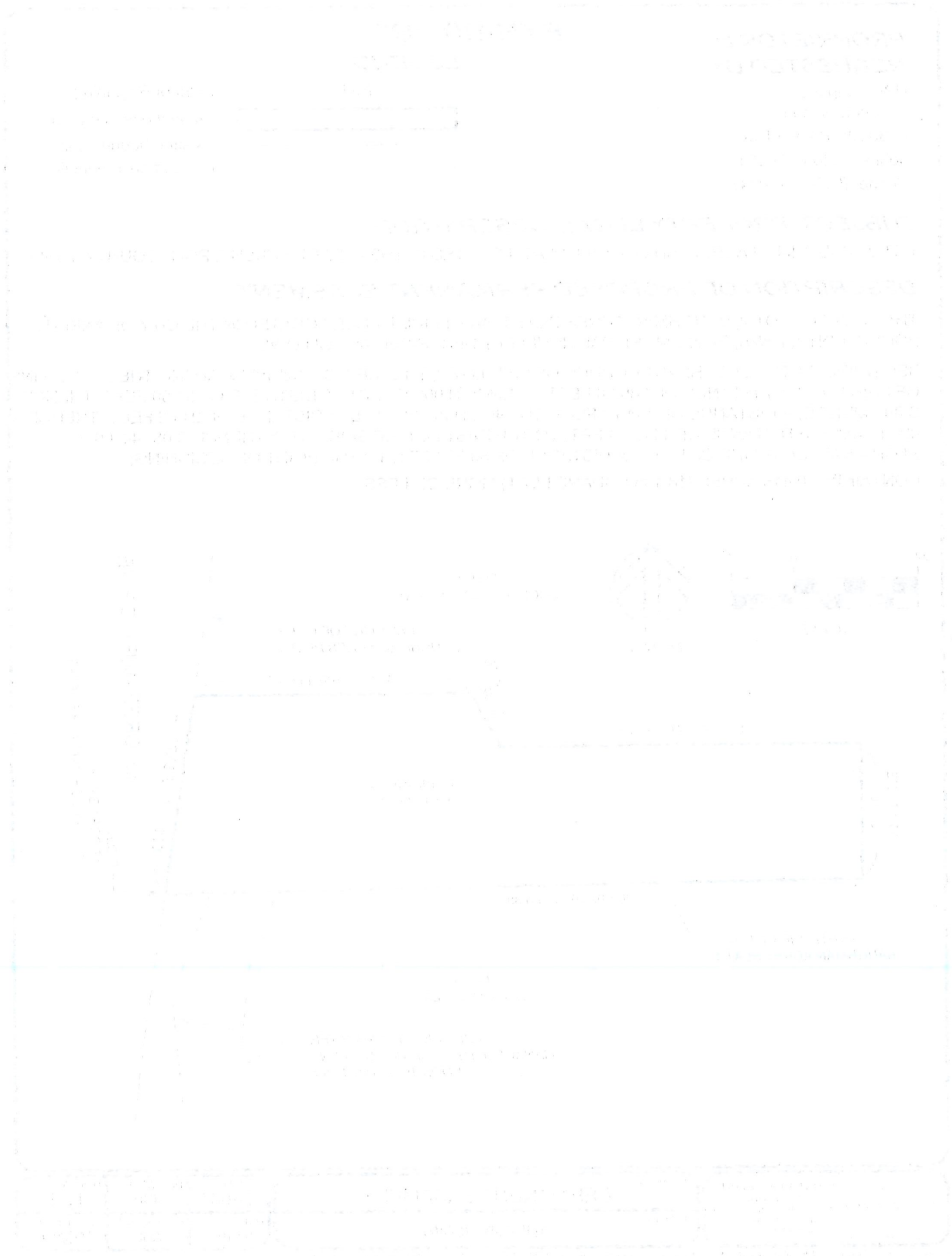
CONTAINING 0.416 ACRES (18,108 SQUARE FEET) MORE OR LESS.



NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 PHONE
(515) 965-3322 FAX
www.nillesinc.com

PROJECT: PERMANENT EASEMENT		NAI No.: 24004	DRAWN BY: JHP	DWG No.: 1/1
LOCATION: ANKENY, IOWA		DATE: 02/10/26	CHECKED BY: ADS	SHEET TITLE: SWMFC

C:\Users\adam.schoeppner\Nilles\NAI Projects - SPS - Projects\NAI Projects\Projects\24004\Documents-Easements\24004-EX SWFME 2.dwg



ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting Annexation Agreement from Therese McLaughlin and allowing connection to City sewer of real property legally described as Lot 21, Sunnybrook Heights Plat 1; locally known as 7420 NW 16th Street.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Responsible Growth and Revitalization

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

Therese McLaughlin, 7420 NW 16th Street, submitted an application to connect to City sewer, paid the connection fee for the property and submitted a signed Annexation Agreement.

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt resolution accepting the Annexation Agreement from Therese McLaughlin and allowing connection to City sewer.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

None

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. McLaughlin RES Annexation
2. McLaughlin Annexation Agreement

RESOLUTION

A RESOLUTION ACCEPTING ANNEXATION AGREEMENT FROM THERESE MCLAUGHLIN AND ALLOWING CONNECTION TO CITY SEWER OF REAL PROPERTY LEGALLY DESCRIBED AS LOT 21, SUNNYBROOK HEIGHTS PLAT 1; LOCALLY KNOWN AS 7420 NW 16TH STREET

WHEREAS, the owner of a parcel desiring to be connected to City sewer, that is not within the corporate limits shall file with the City an Annexation Agreement; and

WHEREAS, Therese McLaughlin submitted an application to connect to City sewer, paid the connection fee for the property and submitted a signed Annexation Agreement; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to accept said Annexation Agreement and allow connection to the sanitary sewer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Annexation Agreement for the connection to the City sewer should be and is hereby accepted from Therese McLaughlin and said connections are allowed; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Annexation Agreement on behalf of the City and City Clerk is directed to file the agreement with the Polk County Recorder.

DATED this 6th day of April, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANNEXATION AGREEMENT

RE: Lot 21, Sunnybrook Heights Plat 1, locally known as 7420 NW 16th Street

THIS Agreement is entered into this 27th day of February, 2026, by and between the City of Ankeny, Iowa ("City") and Insert titleholder names, owners of the above-described property ("Owners"). Therese McLaughlin, manager of Sugarloaf Mountain, LLC, manager of Raspberry, LLC

WHEREAS, the Owners of the above-described property ("Property") has requested that the City provide sanitary sewer service to the Property; and

WHEREAS, in consideration of the City providing sanitary sewer service to the Property, the Owner has agreed to certain conditions requested by the City; and

WHEREAS, among these conditions, the Owner agrees that at such time as the City desires to annex the Property, Owner consents to said annexation.

NOW, THEREFORE, the parties agree as follows:

1. The Owner agrees that at such time as the City desires to annex the Property to the City, this Agreement shall be evidence of the Owner's agreement to the voluntary annexation of the Property to the City under the provisions of Iowa Code Chapter 368, as amended. The Owner agrees to execute any and all other documents which may be required by the City, the City Development Board or any other entity concerning this annexation.

2. Notwithstanding anything contained in this Agreement, the City agrees that it will not annex the Property until such time as it has annexed property contiguous to the Property.

3. Notwithstanding anything contained in this Agreement or the Municipal Code of the City of Ankeny, any lawful use of land, or any structure, which upon annexation becomes non-conforming under the Municipal Code, may be continued as long as it remains otherwise lawful, subject to the following provisions:

    A. No such non-conforming use or structure shall be enlarged or altered in a way that increases its non-conformity.

B. No such non-conforming use shall be moved in whole or in part to any other portion of the property which was not occupied by such use upon annexation.

C. If any non-conforming use of land ceases for any reason for a period of more than six months, any subsequent use of the Property shall conform to the district in which the Property is located.

D. Should any structure be destroyed by any means to an extent of sixty percent or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the Municipal Code. If the structure is less than sixty percent destroyed above the foundation, it may be reconstructed as before; provided that it can be done within six months of such destruction, and that it is built of like or similar materials.

4. In the event a breach by a party of its obligations under this Agreement is not cured within thirty (30) days following the date of written notice from the other party to the breaching party, the nonbreaching party shall be entitled to exercise all rights and remedies available at law or in equity including, but not limited to, the right to obtain damages, restitution, specific performance and injunctive relief. All rights and remedies provided for herein or which are otherwise available at law or in equity shall be distinct, separate, and cumulative and may be exercised concurrently, independently or successively in any order whatsoever and as often as the occasion therefore arises.

5. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter, other than requirements concerning sidewalks and/or lighting contained in a plat of the Property.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or count for more than one such counterpart.

7. This Agreement shall be binding upon and shall inure to the parties and their successors and assigns.

EXECUTED the day and year first above written. Therese A. McLaughlin manager of Sugarloaf Mountain LLC, manager of Raspberry LLC

By:_____
TITLEHOLDER 1

By:_____
TITLEHOLDER 2

Strtey, Nevada, Washoe County
~~**STATE OF IOWA, POLK COUNTY,** ~~**ss:**

On this 27th day of February 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Therese McLaughlin and _____, to me known to be the person named in and who executed the foregoing instrument to which this is attached; and acknowledged that they executed the instrument as their voluntary act and deed.

Leann Meza Nevada
Notary Public in and for said State

LEANN MEZA
Notary Public-State of Nevada
APPT. NO. 18-1179-2
My Appt. Expires 12-28-2029

EXECUTED the day and year first above written.

Bobbi Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, _____, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Bobbi Bentz** and **Michelle Yuska**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, 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. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the _____ day of _____, _____; and that **Bobbi Bentz** 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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a proposal from Land Management Resources in the amount of $45,205.00 for the construction of the 2026 -2027 Native Vegetation Maintenance project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required.

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution accepting a proposal from Land Management Resources for the 2026 - 2027 Native Vegetation Maintenance project.

The 2026 - 2027 Native Vegetation Maintenance project includes maintenance trips to 28 locations within the City of Ankeny. The maintenance trips will include but are not limited to, providing all equipment, labor, and materials to spot mow and/or apply spot herbicide treatments at the determination of the City and Contractor prior to each trip.

The project locations are all located on public property or Right-of-Way. The project includes temporary traffic control as needed, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to six (6) contractors. One (1) bid was received for the project as follows:

Land Management Resources $45,205.00

The Engineer's Estimate was $85,490.00. The bid was 47% below the engineer's estimate. Land Management Resources has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2026 - 2027 Native Vegetation Maintenance project to Land Management Resources of Ankeny, Iowa.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Land Management Resources for the 2026 - 2027 Native Vegetation Maintenance project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The 2026 - 2027 Native Vegetation Maintenance project is funded by the Stormwater Administration fiscal year 2027 Land and Tree Services budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Bid Tab
2. Resolution Accepting Proposal
3. Proposal
4. Signed Contract
5. 2026-04-02 COI

Bid Tabulation

2026 - 2027 Native Vegetation Maintenance

City-wide Locations

3/26/2026

			Engineer's Estimate			Land Management Resources		
Item No.	**Base Bid Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
1.1	AMP Basin, Maintenance Trips	Trip	2	$ 500.00	$ 1,000.00	2	$ 200.00	$ 400.00
1.2	Ankeny Fire Station #2, Maintenance Trips	Trip	1	$ 400.00	$ 400.00	1	$ 150.00	$ 150.00
1.3	Bellagio Park, Maintenance Trips	Trip	2	$ 1,500.00	$ 3,000.00	2	$ 1,000.00	$ 2,000.00
1.4	DSM Street Corridor North Section, Maintenance Trips	Trip	2	$ 2,750.00	$ 5,500.00	2	$ 1,950.00	$ 3,900.00
1.5	DSM Street Corridor Middle Section, Maintenance Trips	Trip	2	$ 5,500.00	$ 11,000.00	2	$ 1,250.00	$ 2,500.00
1.6	DSM Street Corridor South Section (NE & along Rally), Maintenance Trips	Trip	2	$ 1,900.00	$ 3,800.00	2	$ 600.00	$ 1,200.00
1.7	High Trestle Trail Bridge (Both sides of SE Oralabor), Maintenance Trips	Trip	1	$ 2,000.00	$ 2,000.00	1	$ 1,500.00	$ 1,500.00
1.8	High Trestle Trail Experience Park, Maintenance Trips	Trip	2	$ 2,500.00	$ 5,000.00	2	$ 450.00	$ 900.00
1.9	High Trestle Trail Underpass, Maintenance Trips	Trip	1	$ 2,700.00	$ 2,700.00	1	$ 900.00	$ 900.00
1.10	NE Delaware Biocells (4 biocells total), Maintenance Trips	Trip	20	$ 300.00	$ 6,000.00	20	$ 195.00	$ 3,900.00
1.11	NW State St Biocells (4 biocells total), Maintenance Trips	Trip	4	$ 300.00	$ 1,200.00	4	$ 195.00	$ 780.00
1.12	Precedence Park, Maintenance Trips	Trip	2	$ 400.00	$ 800.00	2	$ 250.00	$ 500.00
1.13	Rock Creek Greenbelt, Maintenance Trips	Trip	2	$ 4,250.00	$ 8,500.00	2	$ 3,200.00	$ 6,400.00
1.14	S Ankeny Blvd Basin - North Central, Maintenance Trips	Trip	1	$ 450.00	$ 450.00	1	$ 350.00	$ 350.00
1.15	S Ankeny Blvd Basin - South Central, Maintenance Trips	Trip	1	$ 740.00	$ 740.00	1	$ 350.00	$ 350.00
1.16	S Ankeny Blvd Basin - South, Maintenance Trips	Trip	1	$ 450.00	$ 450.00	1	$ 350.00	$ 350.00
1.17	SW Irvinedale Water Tower, Maintenance Trips	Trip	2	$ 1,600.00	$ 3,200.00	2	$ 1,350.00	$ 2,700.00
1.18	SW Magazine Biocells (8 biocells total), Maintenance Trips	Trip	40	$ 300.00	$ 12,000.00	40	$ 200.00	$ 8,000.00
1.19	Trestle Ridge Park, Maintenance Trips	Trip	2	$ 800.00	$ 1,600.00	2	$ 350.00	$ 700.00
1.20	Triangle Basin, Maintenance Trips	Trip	1	$ 675.00	$ 675.00	1	$ 275.00	$ 275.00
1.21	W 1st St Biocells (6 biocells total), Maintenance Trips	Trip	6	$ 300.00	$ 1,800.00	6	$ 225.00	$ 1,350.00
1.22	Watercrest Park, Maintenance Trips	Trip	3	$ 2,800.00	$ 8,400.00	3	$ 700.00	$ 2,100.00
	TOTAL AMOUNT BASE BID =				$ 80,215.00			$ 41,205.00
Item No.	**Alternate Bid Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
2.1	Centennial Pointe Park, Maintenance Trips	Trip	1	$ 900.00	$ 900.00	1	$ 350.00	$ 350.00
2.2	Deer Creek Basin, Maintenance Trips	Trip	1	$ 800.00	$ 800.00	1	$ 750.00	$ 750.00
2.3	Hawkeye Park Buffer, Maintenance Trips	Trip	1	$ 400.00	$ 400.00	1	$ 250.00	$ 250.00
2.4	Otter Creek Basin, Maintenance Trips	Trip	1	$ 575.00	$ 575.00	1	$ 350.00	$ 350.00
2.5	Otter Creek Powerline Park, Maintenance Trips	Trip	1	$ 750.00	$ 750.00	1	$ 450.00	$ 450.00
2.6	Tradition Basins. Maintenance Trips	Trip	1	$ 1,850.00	$ 1,850.00	1	$ 1,850.00	$ 1,850.00
	TOTAL AMOUNT ALTERNATE BID =				**$ 5,275.00**			**$ 4,000.00**
	TOTAL AMOUNT BID =				**$ 85,490.00**			**$ 45,205.00**

RESOLUTION 2026-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM LAND MANAGEMENT RESOURCES IN THE AMOUNT OF $45,205.00 FOR THE CONSTRUCTION OF THE 2026 – 2027 NATIVE VEGETATION MAINTENANCE PROJECT.

WHEREAS, the City of Ankeny desires to contract mowing, spot mowing, herbicide applications, and invasive vegetation removal work at twenty-eight (28) locations within the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to six (6) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Land Management Resources	$45,205.00
Engineer's Estimated Cost	$85,490.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Land Management Resources in the amount of $45,205.00 be accepted for the construction of the 2026 – 2027 Native Vegetation Maintenance project, the Mayor be authorized to sign the construction Contract.

DATED this 6th day of April, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual, Sole Proprietorship
- ☐ Partnership
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and execute all documents
- ☐ Other

The Bidder shall enter its Public Registration Number C 1 4 9 5 - 6 8 issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A Contract will not be executed until the Contractor is registered.

Land Management Resources
Bidder

Signature

By Clint Berardi
Name (Print/Type)

Vice President
Title

1312 NE 51st St
Street Address

Ankeny IA 50021
City, State, Zip Code

(515) 386-8010
Telephone Number

clint@landmanagementresources.com
E-mail

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Name

Title

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Base Bid

Item No.	Location	Unit	Total	Unit Price	Total Price
1.1	AMP Basin, Maintenance Trips	Trip	2	$ 200.00	$ 400.00
1.2	Ankeny Fire Station #2, Maintenance Trips	Trip	1	$ 150.00	$ 150.00
1.3	Bellagio Park, Maintenance Trips	Trip	2	$ 1000.00	$ 2000.00
1.4	DSM Street Corridor North Section, Maintenance Trips	Trip	2	$ 1950.00	$ 3900.00
1.5	DSM Street Corridor Middle Section, Maintenance Trips	Trip	2	$ 1250.00	$ 2500.00
1.6	DSM Street Corridor South Section (NE & along Rally), Maintenance Trips	Trip	2	$ 600.00	$ 1200.00
1.7	High Trestle Trail Bridge (Both sides of SE Oralabor), Maintenance Trips	Trip	1	$ 1500.00	$ 1500.00
1.8	High Trestle Trail Experience Park, Maintenance Trips	Trip	2	$ 450.00	$ 900.00
1.9	High Trestle Trail Underpass, Maintenance Trips	Trip	1	$ 900.00	$ 900.00
1.10	NE Delaware Biocells (4 biocells total), Maintenance Trips	Trip	20	$ 195.00	$ 3900.00
1.11	NW State St Biocells (4 biocells total), Maintenance Trips	Trip	4	$ 195.00	$ 780.00
1.12	Precedence Park, Maintenance Trips	Trip	2	$ 250.00	$ 500.00
1.13	Rock Creek Greenbelt, Maintenance Trips	Trip	2	$ 3200.00	$ 6400.00
1.14	S Ankeny Blvd Basin - North Central, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.15	S Ankeny Blvd Basin - South Central, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.16	S Ankeny Blvd Basin - South, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.17	SW Irvinedale Water Tower, Maintenance Trips	Trip	2	$ 1350.00	$ 2700.00
1.18	SW Magazine Biocells (8 biocells total), Maintenance Trips	Trip	40	$ 200.00	$ 8000.00
1.19	Trestle Ridge Park, Maintenance Trips	Trip	2	$ 350.00	$ 700.00
1.20	Triangle Basin, Maintenance Trips	Trip	1	$ 275.00	$ 275.00
1.21	W 1st St Biocells (6 biocells total), Maintenance Trips	Trip	6	$ 225.00	$ 1350.00
1.22	Watercrest Park, Maintenance Trips	Trip	3	$ 700.00	$ 2100.00

TOTAL AMOUNT BID = $ 41,205.00

ALTERNATE BID

Item No.	Location	Unit	Total	Unit Price	Total Price
2.1	Centennial Pointe Park, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
2.2	Deer Creek Basin, Maintenance Trips	Trip	1	$ 750.00	$ 750.00
2.3	Hawkeye Park Buffer, Maintenance Trips	Trip	1	$ 250.00	$ 250.00

2.4	Otter Creek Basin, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
2.5	Otter Creek Powerline Park, Maintenance Trips	Trip	1	$ 450.00	$ 450.00
2.6	Tradition Basins, Maintenance Trips	Trip	1	$ 1850.00	$ 1850.00

TOTAL ALTERNATE BID = 4000.00

TOTAL BASE + ALTERNATE BID = 45,205.00

PROPOSAL ITEM DESCRIPTIONS

2026 – 2027 NATIVE VEGETATION MAINTENANCE

1.1 – 2.6 Maintenance Trips

This bid item includes, but is not limited to, providing all equipment, labor, and materials to apply spot herbicide treatments and/or spot mow at the determination of the City and Contractor prior to each trip. This will include removing and/or treating noxious weeds in this area including but not limited to: wild parsnip, non-native thistles, Queen Anne's lace, sourdock, multi-flora rose, crown vetch, non-native clover, and honeysuckle. Treat cool season grasses with an approved herbicide as necessary.

Blanket or broadcast use of herbicides may be acceptable with prior approval from the City, but spot spraying is preferable. Hand pulling of small areas of weeds is acceptable and the preferred method within some biocells and landscape beds.

Spot mowing shall be performed at a height appropriate for managing weeds and/or invasive plants. Mowing equipment shall cut biomass into smaller pieces and shall not leave windrows on the surface. Any larger debris resulting from spot mowing that could inhibit the growth of desired vegetation shall be removed from the site. This work may also include mowing and/or weed trimming as necessary.

Each maintenance trip includes herbicide treatment and/or spot mowing to control weed growth. The contractor will be responsible for updating the City prior to each maintenance trip and shall provide recommendations for improving vegetation establishment within the area.

The bid item includes mobilization and temporary traffic control as needed.

Payment will be per maintenance visit to each location. Invoices must include maintenance trip locations, along with associated location maps showing notations indicating where and when spot mowing and/or herbicide treatments occurred within the larger areas.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of April, 20 26, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Land Management Resources, 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:

2026 – 2027 NATIVE VEGETATION MAINTENANCE

The 2026 - 2027 Native Vegetation Maintenance project is a base project including maintenance trips to 22 locations and an alternate bid including maintenance trips to 6 locations within the City of Ankeny. The trips will include but are not limited to, providing all equipment, labor, and materials for spot mowing and/or applying spot herbicide treatments at the determination of the City and Contractor prior to each trip.

The project locations are all located on public property or Right-of-Way. The project includes temporary traffic control as needed, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Forty-Five Thousand Two Hundred Five DOLLARS ($ 45,205.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall fully complete the project no later than **May 31, 2027.**Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Three Hundred Dollars ($300.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By Heather Edwards QCL

(Seal)

ATTEST: HEATHER EDWARDS Commission Number 847415 My Commission Expires 4-13-2029 QCL

CONTRACTOR:

Land Management Resources
Contractor

By
Signature

Vice President
Title

1312 NE 51st St
Street Address

Ankeny IA 50021
City, State, Zip Code

515 380 8010
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 4 9 5 - 6 8 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 2nd day of April, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Berardi and _____, to me known, who, being by me duly sworn, did say that they are the Vice President, 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 Clint Berardi and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

HEATHER EDWARDS
Commission Number 847415
My Commission Expires
4-13-2029

Heather Edwards
Notary Public in and for the State of Iowa
My commission expires 4-13-2029, 20___

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) 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.

Base Bid

Item No.	Location	Unit	Total	Unit Price	Total Price
1.1	AMP Basin, Maintenance Trips	Trip	2	$ 200.00	$ 400.00
1.2	Ankeny Fire Station #2, Maintenance Trips	Trip	1	$ 150.00	$ 150.00
1.3	Bellagio Park, Maintenance Trips	Trip	2	$ 1,000.00	$ 2,000.00
1.4	DSM Street Corridor North Section, Maintenance Trips	Trip	2	$ 1,950.00	$ 3,900.00
1.5	DSM Street Corridor Middle Section, Maintenance Trips	Trip	2	$ 1,250.00	$ 2,500.00
1.6	DSM Street Corridor South Section (NE & along Rally), Maintenance Trips	Trip	2	$ 600.00	$ 1,200.00
1.7	High Trestle Trail Bridge (Both sides of SE Oralabor), Maintenance Trips	Trip	1	$ 1,500.00	$ 1,500.00
1.8	High Trestle Trail Experience Park, Maintenance Trips	Trip	2	$ 450.00	$ 900.00
1.9	High Trestle Trail Underpass, Maintenance Trips	Trip	1	$ 900.00	$ 900.00
1.10	NE Delaware Biocells (4 biocells total), Maintenance Trips	Trip	20	$ 195.00	$ 3,900.00
1.11	NW State St Biocells (4 biocells total), Maintenance Trips	Trip	4	$ 195.00	$ 780.00
1.12	Precedence Park, Maintenance Trips	Trip	2	$ 250.00	$ 500.00
1.13	Rock Creek Greenbelt, Maintenance Trips	Trip	2	$ 3,200.00	$ 6,400.00
1.14	S Ankeny Blvd Basin - North Central, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.15	S Ankeny Blvd Basin - South Central, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.16	S Ankeny Blvd Basin - South, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
1.17	SW Irvinedale Water Tower, Maintenance Trips	Trip	2	$ 1,350.00	$ 2,700.00
1.18	SW Magazine Biocells (8 biocells total), Maintenance Trips	Trip	40	$ 200.00	$ 8,000.00
1.19	Trestle Ridge Park, Maintenance Trips	Trip	2	$ 350.00	$ 700.00
1.20	Triangle Basin, Maintenance Trips	Trip	1	$ 275.00	$ 275.00
1.21	W 1st St Biocells (6 biocells total), Maintenance Trips	Trip	6	$ 225.00	$ 1,350.00
1.22	Watercrest Park, Maintenance Trips	Trip	3	$ 700.00	$ 2,100.00

TOTAL AMOUNT BID = $ 41,205.00

ALTERNATE BID

Item No.	Location	Unit	Total	Unit Price	Total Price
2.1	Centennial Pointe Park, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
2.2	Deer Creek Basin, Maintenance Trips	Trip	1	$ 750.00	$ 750.00
2.3	Hawkeye Park Buffer, Maintenance Trips	Trip	1	$ 250.00	$ 250.00

2.4	Otter Creek Basin, Maintenance Trips	Trip	1	$ 350.00	$ 350.00
2.5	Otter Creek Powerline Park, Maintenance Trips	Trip	1	$ 450.00	$ 450.00
2.6	Tradition Basins. Maintenance Trips	Trip	1	$ 1,850.00	$ 1,850.00

TOTAL ALTERNATE BID = 4,000.00

TOTAL BASE + ALTERNATE BID = 45,205.00

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the Professional Services Agreement with Civil Design Advantage, LLC for the preliminary and final design of the Westlawn Place Area Utility Improvements - Phase 2A project in an amount not to exceed $123,484.00.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage, LLC for the preliminary and final design of the Westlawn Place Area Utility Improvements - Phase 2A project.

The Westlawn Place Area neighborhood has deteriorated infrastructure. The overall neighborhood project plans to address critical street defects, provide a functional sanitary sewer system by reducing inflow and infiltration, replace an under-sized 4-inch water main, provide significant drainage improvements, reduce long-term maintenance issues, and address resident concerns. It is anticipated that the reconstruction of the overall neighborhood's infrastructure will occur with approximately 15 to 16 projects over approximately 8 to 10 years. The Phase 2A project will consist of the following area:

- SW Westlawn Drive - from SW 4th Street to SW 2nd Street

The preliminary and final design for the Phase 2A project needs to be undertaken at this time to maintain the following project schedule:

- 2026 - preliminary design, final design, and utility relocations
- 2027 - construction

Civil Design Advantage, LLC has completed the conceptual design of the overall neighborhood's Westlawn Place Area Utility Improvements. The Public Works Department proposes to continue to use Civil Design Advantage, LLC to complete the preliminary and final design for the Phase 2A project, including the following items:

- Preliminary, Check, and Final Plan Preparation
- Public Information Meeting
- Project Coordination Meetings with City Staff
- Limited Topographic Survey
- Private Utility Coordination

The scope of the preliminary and final design and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the preliminary and final design is $123,484.00.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Professional Services Agreement with Civil Design Advantage, LLC for the preliminary and final design of the Westlawn Place Area Utility Improvements - Phase 2A project in an amount not to exceed $123,484.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project is included in the current City of Ankeny Capital Improvement Program for 2026 design and 2027 construction.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Westlawn Place Area Utility Improvements - Phase 2A - Design Engineering PSA
2. Westlawn Place Area Utility Improvements - Phase 2A - Exhibit

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
Westlawn Place Area Utility Improvements - Phase 2A
Design Engineering Services

THIS AGREEMENT is made and entered into this 6th day of April, 2026, between the City of Ankeny, Iowa, hereinafter referred to as the "Owner", and Civil Design Advantage hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Owner desires to proceed with the preliminary and final design services for the Phase 2A segment of the overall neighborhood Westlawn Place Area Utility Improvements project. It is anticipated that the overall neighborhood project will be completed in approximately 16 phases over the course of 8 to 10 years, starting with the construction of Phase 1 in 2026. Refer to Exhibit "B" for general limits of the overall neighborhood project and the Phase 2A segment.

> The Westlawn Place Area neighborhood has deteriorated infrastructure. This project plans to address critical street defects, provide a functional sanitary sewer system by reducing inflow and infiltration, replace an under-sized 4-inch water main, provide significant drainage improvements, reduce long-term maintenance issues, and address resident concerns.
>
> The Consultant has previously completed conceptual design (approximately 30% complete plans) for the entire multi-phase, multi-year project. The conceptual design plans shall be the basis for the preliminary and final design of each Phase moving forward. The Phase 2A project limits consist of the following (with approximate lengths):
>
> SW Westlawn Drive – SW Westlawn Drive/SW 4th Street Intersection north to SW 2nd Street= 755'

WHEREAS, the Owner desires to employ the Consultant to provide preliminary and final design engineering services in connection with the project; and

WHEREAS, the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers.

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows:

I. DEFINITIONS

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given:

Owner – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

Consultant – the firm of Civil Design Advantage, Urbandale, Iowa

Iowa DOT – Iowa Department of Transportation

IDNR – Iowa Department of Natural Resources

Corps – the United States Army Corps of Engineers

EPA – the Environmental Protection Agency

EDA – the Economic Development Agency

Project Manager – the principal project manager assigned to the project and employed by and working directly under the authority of the Consultant.

Project Engineer – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

Construction Observer – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

II. GENERAL

A. The Owner has decided to proceed with the preliminary and final design of Phase 2A of the Westlawn Place Area Utility Improvements project. This Contract covers the preliminary and final design of the sanitary sewer, water main, storm sewer, and street paving improvements within the Phase 2A portion of the neighborhood project. This Contract does not include any construction related services; however, these can be added by amendment or separate agreement.

   A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.

C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.

D. Submittal of documents: During the progress of the project design, various PDF's of the preliminary, check, and final plans for the final design and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of the Contract Documents shall be provided by the Consultant to the Owner at the final submittal.

E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit "A" and hereby made a part of this Contract.

III. SCOPE OF SERVICES

A. General – The Consultant shall provide Design Engineering Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit "A" to this Contract.

B. Design Engineering Services

Preliminary and Final Design Phase Services:

Task 1 – Limited Topographic Survey

The Consultant has previously acquired survey data to support the conceptual design for the project. This field survey shall be the basis for the preliminary and final design of Phase 2A. Additional, limited topographic survey may be required during the preliminary and final design of the project. Additional topographic survey and rear yard property pin location/research, if required, shall be obtained and merged with the overall mapping to create the base mapping for the final construction documents.

Task 2 – Existing SWMP Verification
The Consultant will review minor storm sewer changes (pipe length, diameter, and slope) during the final design phase and compare them to the final SWMP assumptions.

Task 3 – Private Utility Coordination
The Consultant shall coordinate with private utilities during the preliminary and final design of the Phase 2A improvements. This shall include providing plans to private utility companies at milestone plan turn-ins, consulting with private utility companies on known conflicts, and meeting with private utility companies (estimate a total of 1 virtual meeting) to discuss utility relocation or conflict avoidance.

Task 4 – Public Outreach
Based on the approved conceptual design plans, the Consultant shall conduct a formal public information meeting to present the Phase 2A project to the property owners and residents within the vicinity of the Phase 2A construction limits, discuss general staging plans, and provide a general project development schedule.

Task 5 – Construction Drawing Preparation (Preliminary Plans – 60%)
The Consultant shall prepare preliminary construction drawings for approximately 755 lineal feet of roadway and storm sewer improvements. This shall include SW Westlawn Drive from just north of the SW 4th Street/SW Westlawn Drive intersection, northerly to just south of the SW 2nd Street/SW Westlawn Drive curve as illustrated on Exhibit "B". Preliminary plans will be based on the approved conceptual design plans. The plans shall show proposed storm sewer, new sidewalk, proposed sanitary sewer main/services, proposed water main/services, proposed street improvements, and other design details within the construction limits.

Preliminary plan sheet layout shall generally consist of the following;

- Title Sheet/Legend & Symbols – A Sheets
- Details and Typical Sections – B Sheets
- Tab. of Project Quantities and General Notes – C Sheets
- Street Plan & Profile Sheets – D Sheets
- Removal Sheets – F Sheets
- Survey Reference Information – G Sheets
- Traffic Control/Staging Sheets – J Sheets
- Geometric Staking and Jointing Sheets – L Sheets
- Storm Sewer Plan & Profile Sheets – M Sheets
- Water Main Plan & Profile Sheets – MWM Sheets
- Sanitary Sewer Plan & Profile Sheets – MSA Sheets
- Striping & Permanent Signage Sheets – N Sheets
- Grading/Erosion Control Sheets – R Sheets

- Sidewalk Layout & Details – S Sheets
- Cross Sections – W Sheets

Preliminary plans and cost estimate with 10% contingency shall be prepared and submitted to the Owner to support the intended letting schedule for the Phase 2A project.

Task 6 – Construction Drawing Preparation (Check Plans – 90%)
Once preliminary plan comments are received from the Owner, the Consultant shall proceed with preparation of check plans.

Utilizing the previously prepared field survey data, the Consultant shall prepare construction drawings for the proposed improvements. The consultant shall review the previously prepared geotechnical report and incorporate applicable recommendations into the plans.

Check plan sheet layout shall generally consist of the following:

- Title Sheet/Legend & Symbols – A Sheets
- Details and Typical Sections – B Sheets
- Tab. of Project Quantities and General Notes – C Sheets
- Street Plan & Profile Sheets – D Sheets
- Removal Sheets – F Sheets
- Survey Reference Information – G Sheets
- Traffic Control/Staging Sheets – J Sheets
- Geometric Staking and Jointing Sheets – L Sheets
- Storm Sewer Plan & Profile Sheets – M Sheets
- Water Main Plan & Profile Sheets – MWM Sheets
- Sanitary Sewer Plan & Profile Sheets – MSA Sheets
- Striping & Permanent Signage Sheets – N Sheets
- Grading/Erosion Control Sheets – R Sheets
- Sidewalk Layout & Details – S Sheets
- Cross Sections – W Sheets

The Consultant shall also prepare and submit the IDNR construction permit applications for the proposed public water and public sanitary sewer improvements.

Check plans and cost estimate with 5% contingency shall be prepared and submitted to the Owner to support the intended letting schedule for the Phase 2A project.

The Consultant shall continue to coordinate with private utility providers along the corridor for utility relocations, if necessary.

Task 7 – Construction Drawing Preparation (Final Plans – 100%)
Once check plan comments are received from the Owner, the Consultant shall proceed with preparation of final plans.

Final plan sheet layout shall generally consist of the following:

- Title Sheet/Legend & Symbols – A Sheets
- Details and Typical Sections – B Sheets
- Tab. of Project Quantities and General Notes – C Sheets
- Street Plan & Profile Sheets – D Sheets
- Removal Sheets – F Sheets
- Survey Reference Information – G Sheets
- Traffic Control/Staging Sheets – J Sheets
- Geometric Staking and Jointing Sheets – L Sheets
- Storm Sewer Plan & Profile Sheets – M Sheets
- Water Main Plan & Profile Sheets – MWM Sheets
- Sanitary Sewer Plan & Profile Sheets – MSA Sheets
- Striping & Permanent Signage Sheets – P Sheets
- Grading/Erosion Control Sheets – R Sheets
- Sidewalk Layout & Details – S Sheets
- Cross Sections – W Sheets

Final plans and cost estimate with no contingency shall be prepared and submitted to the Owner to support the intended letting schedule for the Phase 2A project. The cost estimate shall be based on engineering judgement and does not represent a guarantee of the actual construction cost. In conjunction with the submittal, the Consultant shall provide a breakdown of the estimated amount of Working Days needed for the construction of the project.

The Consultant shall prepare and submit the Notice of Intent and General Permit #2 to the Iowa DNR. The Owner shall be responsible for implementation/monitoring.

Consultant shall provide 3-D linework/breakline data in digital AutoCAD format for the contractor's use in bidding and machine control grading operations (if applicable) with the understanding the Consultant will require the contractor to sign an electronic file transfer agreement prior to transmittal.

Task 8 – Meetings
The Consultant shall attend design coordination meetings, property owner meetings, and utility coordination meetings during the preliminary and final design phases of the project. The Consultant has estimated four (4) meetings during the course of preliminary and final design.

C. Additional Services

Services other than those defined within Design Engineering Services shall be considered "additional services" and compensated on an hourly basis at rates defined in Exhibit "A" or as negotiated. Items considered "additional services" may include but not limited to items shown in Exhibit "C".

IV. TIME OF BEGINNING AND COMPLETION

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the preliminary and final design for Phase 2A in the spring and summer of 2026 and finalize Phase 2A plans/bid during the fall of 2026. Phase 2A is targeted for construction in 2027.

The following is a general timeline for the preliminary and final design of Phase 2A of the Westlawn Place Area Utility Improvements project:

Milestone	Target/Estimated Date	City Review
Notice to Proceed	April 7, 2026	N/A
Preliminary Plans (60%)	June 5, 2026	June 8-19
Check Plans (90%)	July 24, 2026	July 27-Aug. 7
Final Plans (100%)	Sept. 25, 2026	Sept. 28-Oct 9
Phase 2A Bid Letting	Nov 10, 2026	N/A

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

V. FEES AND PAYMENTS

A. Fees

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to: engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists, and administrative staff.

2. Labor cost burden – customary and statutory benefits including but not limited to: social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension, and retirement benefits, sick leave, vacation, and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and incidentals, reproduction, postage, photography and printing, computer services, and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of $123,484 (one hundred twenty-three thousand, four hundred eighty-four and no/100 dollars). Refer to Exhibit "E" for a task-fee breakdown by employee classification.

B. Payments

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.

Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Payments are due thirty (30) days from the date of invoice.

VI. INSURANCE

The Consultant shall maintain insurance to protect the Consultant from claims under Worker's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. Refer to Exhibit "D" for the minimum amounts and extent of such insurance.

VII. MISCELLANEOUS PROVISIONS

A. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub-consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub-consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal-size sheets, the copies shall be of the type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal-size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x17". The Consultant shall also provide the CAD design file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, tracer stations, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All existing right-of-way lines, property lines, existing easement lines, and proposed right-of-way lines and easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, pedestal and pushbutton poles, controller and hub cabinets, signal and fiber optic conduits, handholes, street signs/posts, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.

2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days' written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.

3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.

4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.

5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance with Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting

from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employment of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER
CITY OF ANKENY, IOWA

_____
Bobbi B. Bentz, Mayor

CONSULTANT
CIVIL DESIGN ADVANTAGE



_____
Gary L. Reed, P.E.
President

ATTEST:

_____
Michelle Yuska, City Clerk

EXHIBIT "A"

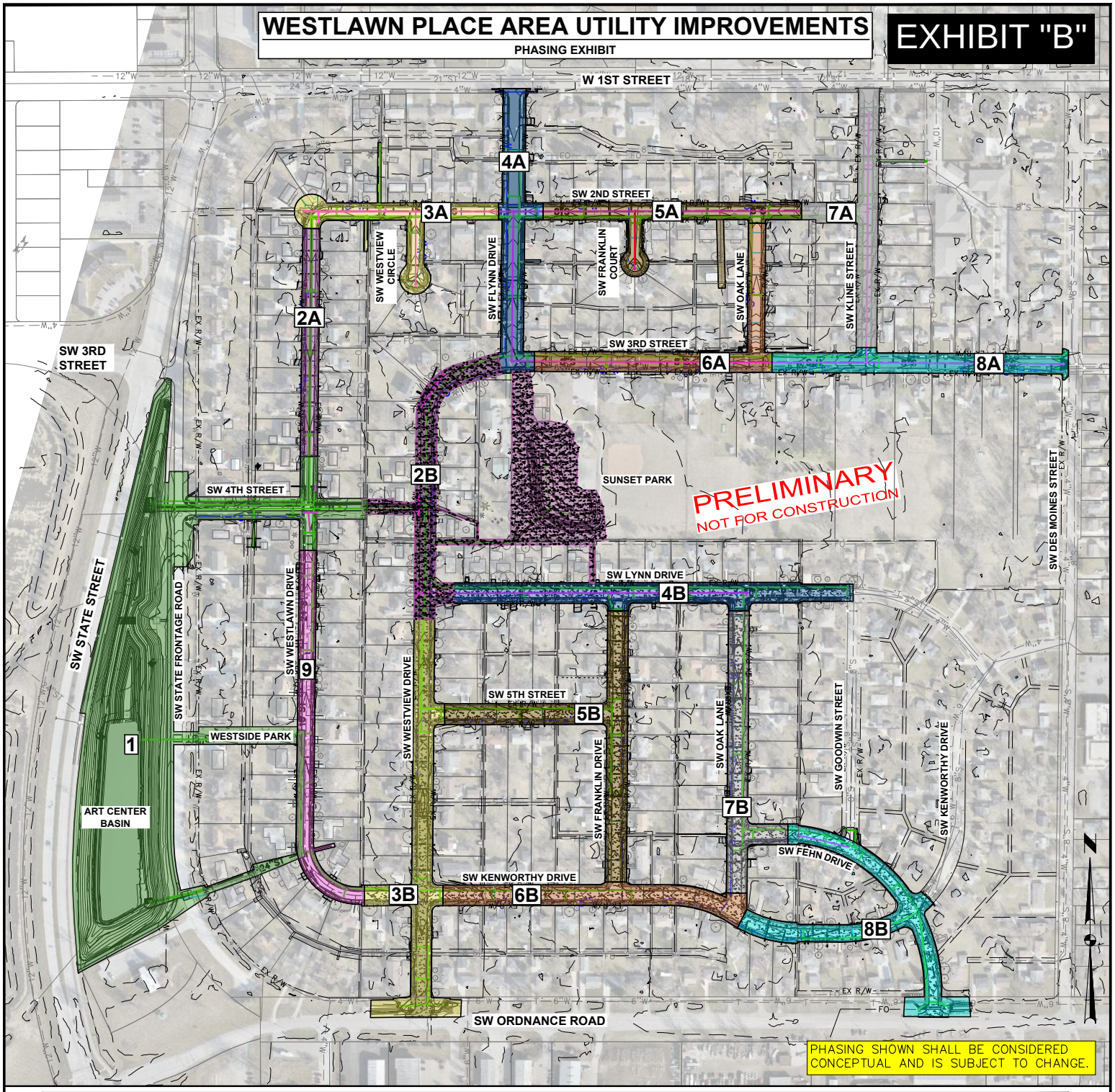
Standard Fee Schedule
2025-2026
Civil Design Advantage, LLC

Classification	Billing Rate		Unit
Principal	$225	/	hour
Senior Engineer	$215	/	hour
Engineer 8	$195	/	hour
Engineer 7	$181	/	hour
Engineer 6	$167	/	hour
Engineer 5	$155	/	hour
Engineer 4	$141	/	hour
Engineer 3	$128	/	hour
Engineer 2	$114	/	hour
Engineer 1	$107	/	hour
Senior Technician	$164	/	hour
Technician 8	$151	/	hour
Technician 7	$139	/	hour
Technician 6	$127	/	hour
Technician 5	$117	/	hour
Technician 4	$105	/	hour
Technician 3	$90	/	hour
Technician 2	$79	/	hour
Technician 1	$65	/	hour
Senior Project Manager	$206	/	hour
Project Manager 8	$191	/	hour
Project Manager 7	$174	/	hour
Project Manager 6	$164	/	hour
Project Manager 5	$156	/	hour
Project Manager 4	$144	/	hour
Administrative 3	$104	/	hour
Administrative 2	$80	/	hour
Administrative 1	$54	/	hour
Mileage	Current IRS Rate	/	mile
Plots (Black & White)	$1.75	/	sheet
Plots (Color)	$35	/	sheet
Mylar Plots	$15	/	sheet
Copies (Black & White)	$0.10	/	page
Copies (Color)	$0.75	/	page

WESTLAWN PLACE AREA UTILITY IMPROVEMENTS

PHASING EXHIBIT

EXHIBIT "B"



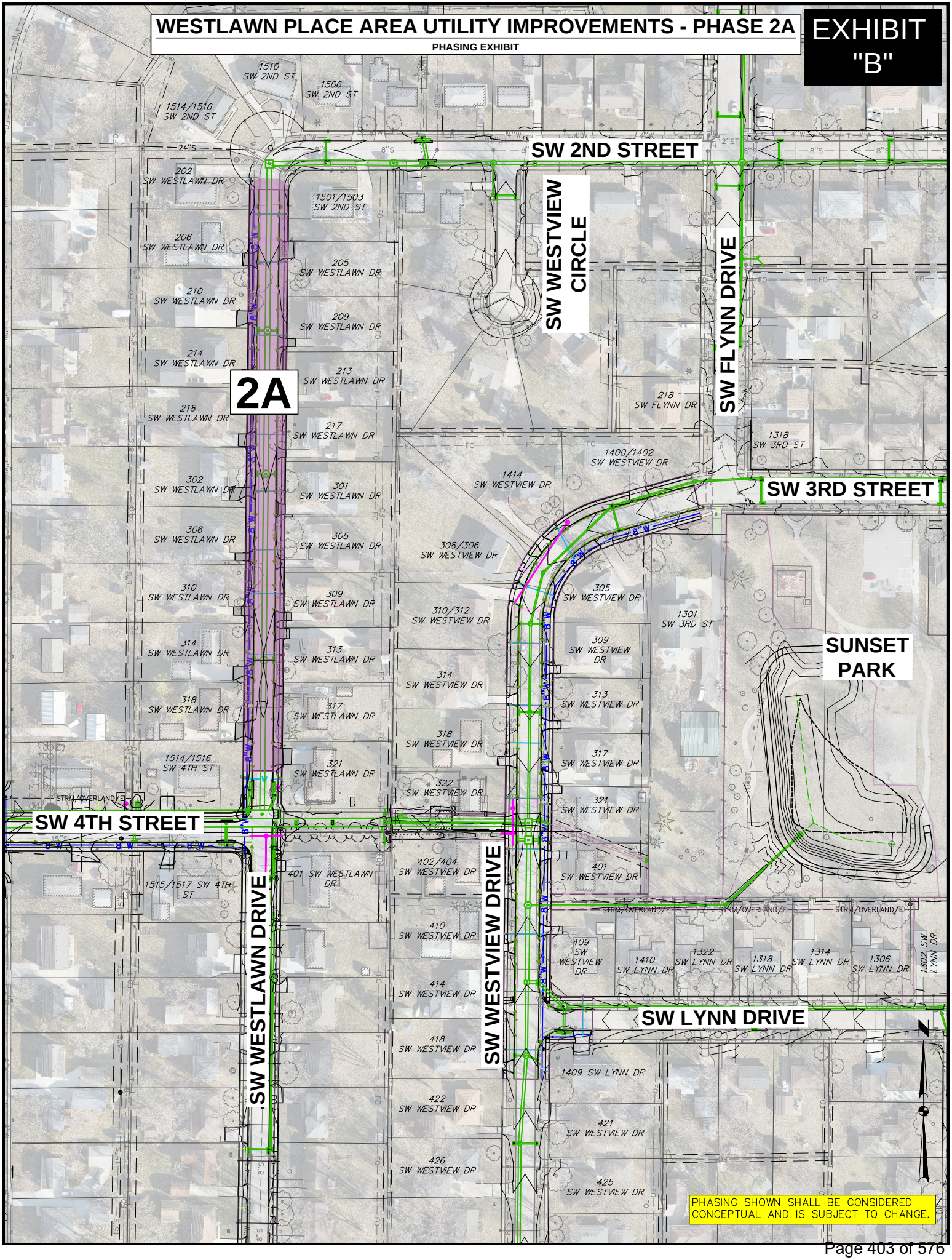
PHASING SUMMARY

YEAR	PHASE COLOR	PHASE # - COLOR
1 - 2026		PHASE 1 - GREEN
2 - 2027		PHASE 2A - PURPLE
		PHASE 2B - PURPLE W/ DOTS
3 - 2028		PHASE 3A - YELLOW
		PHASE 3B - YELLOW W/ DOTS
4 - 2029		PHASE 4A - BLUE
		PHASE 4B - BLUE W/ DOTS
5 - 2030		PHASE 5A - BROWN
		PHASE 5B - BROWN W/ DOTS
6 - 2031		PHASE 6A - ORANGE
		PHASE 6B - ORANGE W/ DOTS
7 - 2032		PHASE 7A - GRAY
		PHASE 7B - GRAY W/ DOTS
8 - 2033		PHASE 8A - CYAN
		PHASE 8B - CYAN W/ DOTS
9 - 2034		PHASE 9 - PINK

WESTLAWN PLACE AREA UTILITY IMPROVEMENTS - PHASE 2A

PHASING EXHIBIT

EXHIBIT "B"



PHASING SHOWN SHALL BE CONSIDERED CONCEPTUAL AND IS SUBJECT TO CHANGE.

Exhibit "C"

Additional Services

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Monitoring of the Storm Water Pollution Prevention Plan
- Subdivision Platting
- Separate Site Plan Preparation
- Playground Design
- Traffic Engineering/Studies
- Submittal/Permitting Fees
- Structural Engineering
- Geotechnical Engineering
- Right-of-way Services
- Technical Specification Preparation (Refer to SUDAS)
- Private Utility Design
- Easement Verbiage Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation

EXHIBIT "D"

City of Ankeny Insurance Requirements for Professional Services

1. Civil Design Advantage (CDA) shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Attachment A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Attachment A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Attachment A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000

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

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

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

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

Exhibit "E"

Estimate of Hours by Task/Employee Classification

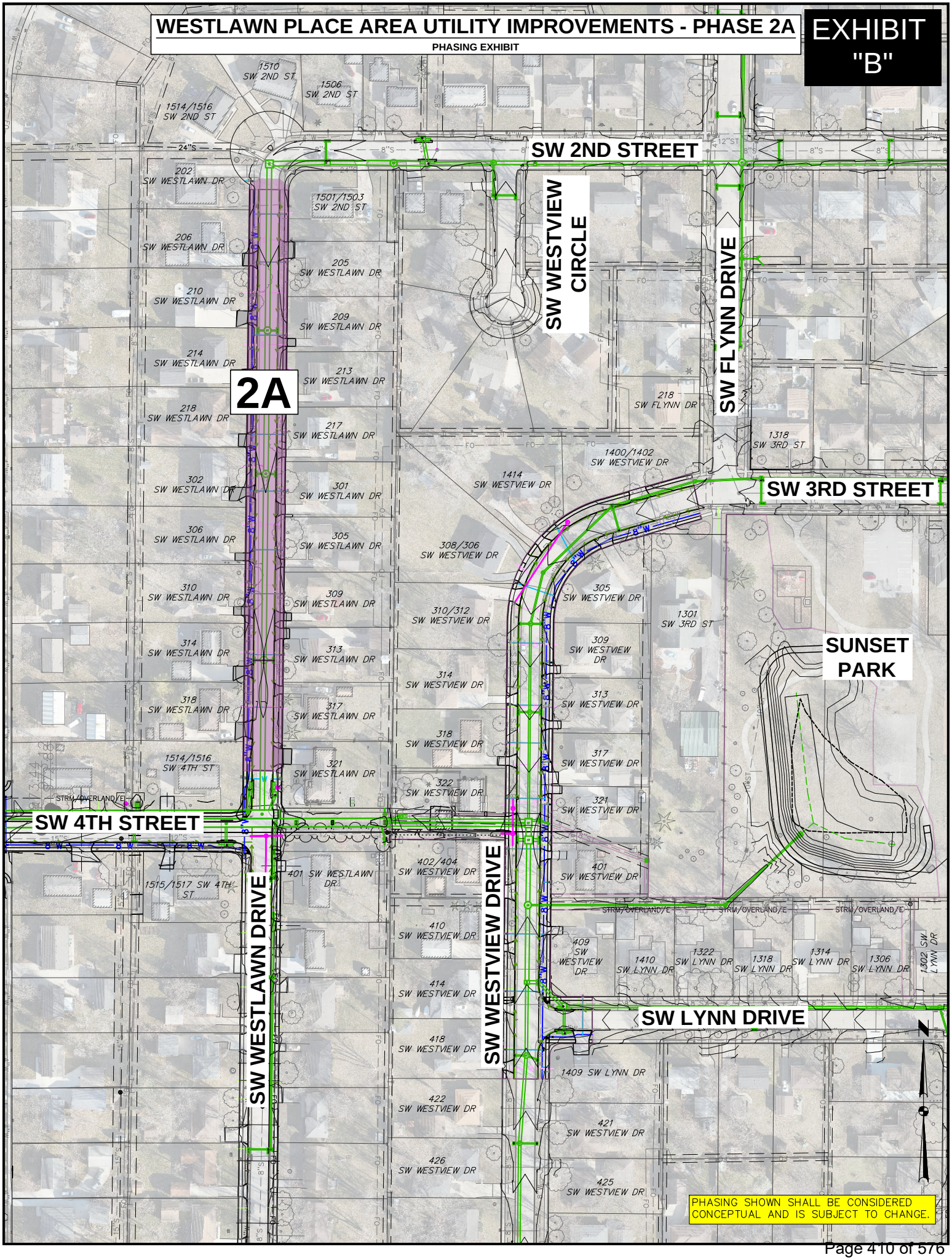
	Principal	Proj. Mngr.	Land Surveyor	Project Engineer	Design Technician	Survey Field Crew	Clerical	Subconsultant Fee	Total Fee
Task 1 - Limited Topographic Survey						16			$3,760
Task 2 - Existing SWMP Verification		8		24					$5,248
Task 3 - Private Utility Coordination		24		12					$6,444
Task 4 - Public Outreach	2	8		8					$3,218
Task 5 - Construction Drawing Preparation (Prelim Plans)	4	80		120	80		4		$47,276
Task 6 - Construction Drawing Preparation (Check Plans)	2	50		80	40		4		$28,856
Task 7 - Construction Drawing Preparation (Final Plans)	2	40		40	40		4		$20,746
Task 8 - Meetings**	4	16		16					$6,436
							Subtotal		$121,984
							Estimated Expenses		$1,500
							Total		$123,484

* No construction phase services are included with this fee estimate
** Assume 4 meetings for Phase 2A.

WESTLAWN PLACE AREA UTILITY IMPROVEMENTS - PHASE 2A

PHASING EXHIBIT

EXHIBIT "B"



ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC for the preliminary design engineering services of the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project in an amount not to exceed $388,200.00.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement with Foth Infrastructure and Environment, LLC for the preliminary design engineering services of the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project.

The NW 36th Street Widening - NW Abilene Road to NW Ash Drive project will be constructed in 2028.

The NW 36th Street Widening - NW Abilene Road to NW Ash Drive project will widen NW 36th Street from the existing 2 lanes to a proposed 4 lanes from NW Abilene Road to NW Ash Drive, with medians and dedicated left and right turn lanes at intersections. The project will also include adding permanent traffic signals at the NW 36th Street intersections of NW Abilene Road and NW State Street.

The preliminary design engineering services for the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project needs to be undertaken at this time to maintain the following project schedule:

- 2026 - preliminary design
- 2027 - final design, right-of-way acquisitions, and utility relocation.
- 2028 - construction

The Public Works Department proposes to use Foth Infrastructure and Environment, LLC to complete the preliminary design for the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project, including the following items:

- Project Management
- Design Survey and Mapping
- Project Coordination Meetings with City Staff
- Topographic and Boundary Survey
- Utility Coordination
- Functional and Preliminary Plan Preparation

The scope of the preliminary design engineering services, and corresponding fees, are shown in the attached Professional Services Agreement. The total fee for the preliminary design engineering services is $388,200.00.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC for the preliminary design engineering services of the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project in an amount not to exceed $388,200.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. NW 36th Street Widening - NW Abilene Road to NW Ash Drive - Foth Professional Services Agreement
2. NW 36th Street Widening - NW Abilene Road to NW Ash Drive - location map

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NW 36th Street Widening
NW Abilene Road to NW Ash Drive
Design Engineering Services

This Agreement is made and entered into this 6th day of April, 2026, by and between the CITY OF ANKENY, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

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

2. SCHEDULE

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

3. COMPENSATION

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

I.	**Basic Services of the Consultant**	
	A. Project Management	**$54,100**
	B. Project Coordination	**$20,100**
	C. Design Surveys	**$67,000**
	D. ROW Research and Mapping	**$23,000**
	E. Functional Design	**$80,000**
	F. Preliminary Design	**$144,000**
	TOTAL	**$388,200**

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

   C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of

this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

A. Consultant shall provide insurance as specified in the City of Ankeny Insurance Requirements For Professional Services provisions attached to and made part of this Agreement.

B. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:		FOR THE CONSULTANT:	
Name:	City of Ankeny	Name:	Foth Infrastructure and Environment, LLC
Attn:	Matt Grgurich, P.E.	Attn:	Adam Schott, P.E.
Address:	1210 NW Prairie Ridge Drive	Address:	106 SW 7th Street, Suite 200
City, State:	Ankeny, IA 50023	City, State:	Des Moines, IA 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using

Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.

B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.

B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.

B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.

C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.

D. In the event that this Agreement is terminated in accordance with paragraph 3 of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with the contract documents.

E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. MISCELLANEOUS HEADINGS

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

22. FURTHER ASSURANCES

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

23. COUNTERPARTS

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

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

Foth Infrastructure and Environment, LLC	CITY OF ANKENY, IOWA
BY: Andy Floy	BY:
Andy S. Floy, P.E. Senior Transportation Engineer	Bobbi B. Bentz, Mayor
WITNESS	ATTEST
Name: Brad Hopkey, P.E.	Name: Michelle Yuska
Title: Senior Transportation Engineer	Title: City Clerk

ATTACHMENT 1

SCOPE OF SERVICES

The work to be performed by the Consultant under this Agreement shall encompass and include detailed work, services, materials, equipment, and supplies necessary to complete the following Scope of Services for the Project.

The Project consists of the widening of NW 36th Street from NW Abilene Road to just west of NW Ash Drive in Ankeny, Iowa. Services to be completed by the Consultant as part of this Scope of Services includes project coordination, design survey and mapping, boundary surveys, functional roadway design, preliminary storm water design, private utility coordination, and preliminary roadway design. This scope is based on the following project assumptions.

Project assumptions:

- NW 36th Street widening length is approximately 1 mile (see exhibit below). The beginning of project is the beginning of the 25:1 redirecting taper, just west of NW Abilene Road. The end of project is just west of NW Ash Drive, connecting to the previously constructed 4-lane boulevard section and includes extending right-turn-lane for westbound to northbound traffic at the intersection of NW Ash Drive.
- The existing two-lane 26-ft wide roadway will be used as constructed and become the new eastbound lanes for NW 36th Street.
- Posted and design speed for the NW 36th Street corridor is 35 mph.
- The widening of NW 36th Street will occur entirely on the north side of the corridor.
- The typical section for NW 36th Street will match the 4-lane boulevard section used on the previously constructed NW 36th Street Project between NW Ash Drive and N Ankeny Boulevard.
- Most side streets are assumed to reconnect within 100-ft of the NW 36th Street curb line. Side streets within the project limits are NW Abilene Road, NW State Street, and NW Des Moines Street.
- No curb opening or approach is needed on the north leg of the NW 36th Street and NW Fieldstream Lane intersection.
- Turning movements will be analyzed at the NW 36th Street intersections with NW Abilene Road and NW State Street. The NW Abilene Road intersection will use a school bus (S-BUS 40) and WB-67 design vehicle. The NW State Street intersection will use a combination of WB-67 and passenger car at the dual left turn lane. No turning movement analysis will be conducted at the NW Ash Drive intersection.
- Previously designed horizontal geometrics at the intersection of NW 36th Street and NW State Street in the NW State Street Extension Study will be utilized including return radii, sidewalk locations, storm intakes, traffic signal poles & push button locations, etc. Modifications will be made to accommodate turning movements and existing underground utilities.
- Median openings will be designed to provide recommended sightlines for left-turning drivers. Exhibits showing the sightlines will be prepared for City review.
- The one (1) commercial driveway to Heartland Church on the north side of NW 36th Street is assumed to reconnect at the south edge of the existing sidewalk. It is assumed the location of the Prairie Ridge Church commercial driveway on the south side of NW 36th Street will remain in place.
- Existing 5-ft sidewalk on the north side will be used as constructed with improvements made only at the side street intersections. The sidewalk on the south side will be used as constructed. Side street sidewalk reconstruction will end at the limits of the roadway pavement reconstruction. Any existing sidewalk within the project limits along the north side that is less than 5-ft wide will be reconstructed.
- One-year construction project in the 2028 calendar year.
- Tentative letting is currently planned for November 9, 2027 and awarded on November 15, 2027.

- The majority of mainline construction along NW 36th Street will not impact traffic, allowing for 1-lane in each direction on the existing pavement. However, construction staging will be required at intersections and private accesses in order to maintain traffic. NW 36th Street traffic may be detoured for short durations to expedite construction.
- The existing 12-inch water main and appurtenances within the NW 36th Street project limits will be used as constructed. A new fire hydrant will be installed on the north side NW 36th Street at the NW Fieldstream Lane intersection on the existing 8" water stub out. New water main is anticipated along the north leg of NW State Street only.
- Televising of the existing storm sewer system will be performed by the City. Inspection of the existing system and recommendation of spot repairs will be performed by the City. The Consultant will inspect condition of existing storm sewer intakes and manholes and sanitary manholes.
- The proposed drainage study will only analyze the areas that directly drain to the NW 36th Street corridor within the project limits. Flows from Off-site areas with detention ponds will utilize prior approved SWMP.
- Analysis of the existing storm sewer system along NW 36th Street will be included only within project limits. The analysis will not include the pipe outlet north along NW Ash Street.
- Design of the future NW Ash Drive storm sewer extension is not included in this scope.
- The existing storm sewer system within the project limits will remain in operation following construction. The project will include any repairs to existing storm sewer as determined after televising and structure inspections are completed. The new storm sewer system will include an 8-inch longitudinal subdrain.
- Design of water quality infrastructure is not included.
- Sanitary structure improvements within project limits will include adjustments of most manholes.
- The City will provide turn-lane warrant analysis at each intersection and storage lengths for proposed turn lanes.
- The City will provide geotechnical reports and analyses already completed along the corridor.
- The City will provide private development agreements for any turn-lane accommodations along the NW 36th Street corridor.
- Final design including preparation of acquisition plats and easements, bidding services, and construction period services will be completed under a future Professional Services Agreement.



The Scope of Services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

I. BASIC SERVICES OF THE CONSULTANT.

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

A. Project Coordination

The Consultant will complete the following project coordination activities:

Task 1 – Design Development Coordination

Maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Functional Design Phase – One (1) in-person meeting
- Preliminary Design Phase – One (1) in-person meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project. It is assumed the in-person meetings will be held at City offices. The Consultant will also maintain communications with the City with regularly scheduled teleconferences.

Task 2 - Utility Coordination Meetings

Conduct two (2) joint utility coordination meetings with representatives of each utility company. The two joint utility meetings shall be held on the same day with the option for private utility companies to attend a morning session or afternoon session. The meetings will be to advise the utility of the nature and extent of the proposed improvements, solicit mapping, and collect input from the utility to develop an understanding of the order of magnitude and limitations of their facilities located within the project corridor. The meetings will also review the collected field data, identify any missing information, share with each utility the proposed functional layout of the project, and begin initial assessments of impacts to each utility. Known utilities in the corridor include:

- MidAmerican Energy Electric
- MidAmerican Energy Gas
- City of Ankeny Traffic
- Lumen (CenturyLink)
- Windstream Enterprise
- Metronet Fibernet, LLC
- Iowa Communications Network
- Aureon Network Services
- Internet Consulting Services, LLC
- Unite Private Networks, LLC
- City of Ankeny
- Ankeny Community School District
- Mediacom Communications
- Huxley Communications
- Forged Fiber 37 LLC
- Nexgen Integrated Communications
- Van Maanen Electric, Inc.

It is anticipated that additional utility coordination meetings will be completed as part of the future final design tasks.

Task 3 – Individual Property Owner Meetings – Future Task

Task 4 – Periodic Meetings with Local Elected Officials – Task completed by City Staff.

Task 5 – Maintain and Update Project Mailing List – Task completed by City Staff.

Task 6 - Project Management
The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, coordinating with sub-consultants, review of progress, and senior review of deliverables.

Project duration is anticipated to be nine (9) months for this phase of the project. (April 2026 – December 2026)

B. Design Survey and Mapping

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the Project. The City shall provide aerial photographic information and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 – Project Control
Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. The City shall supply information on any datums, benchmarks, or control points they want to see utilized in design and plans.

The vertical datum for this survey is relative to NAVD88, computed using Geoid 18. The horizontal datum is NAD83.

Mobile LiDAR control shall be based on base/rover GNSS survey system to establish coordinates on target points identified to be utilized for the mobile LiDAR system. Each photo control point will be observed twice separated by a 3 to 4-hour window to allow different satellite geometry to verify coordinate accuracy.

Task 2 - Topographic Survey
Perform topographic surveys required for the development of the Project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the digital terrain model.

a. LiDAR Acquisition
   Utilizing existing mobile lidar data collected on past projects and collecting supplemental Aerial LiDAR of newly constructed features the Consultant will produce a point cloud that will be extracted and used to create a design grade base map and DTM file. By utilizing LiDAR technology, the Consultant will limit the need for traffic obstructions and lane closures.

b. Traditional Field Survey
   This task includes field survey to supplement the LiDAR Survey as necessary for the project design. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the photogrammetric data for incorporation in the digital terrain model as necessary.

Task 3 - Utility Survey
Utilize the Iowa One-Call Design Request System to identify utility owners of record, obtain existing utility mapping information, and request that buried utilities be marked in the field. Field survey marked utilities, incorporate into project base map, and document utility name and contact information on the utility legend. This task includes establishing manhole and intake elevations for existing sanitary sewer, storm sewer, and roadway culverts.

Anticipated utilities to be surveyed include phone, gas, fiber optic, water main and appurtenances, overhead/underground electrical, sanitary sewer manholes, and storm sewer intakes and manholes.

Task 4 – Subsurface Utility Investigations – Future Task

Task 5 - Wetland Delineation Survey – Task not included.

Task 6 - Property Ownership and Research
Research City, County, and State records to review all surveys of record pertaining to the survey corridor, including right-of-way strip maps, County Auditor's Subdivision Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey, section corner ties, and road establishment records; locate existing boundary corner monuments; establish property lines, right-of-way lines, section lines, and easements; and determine ownership of the properties affected by the project. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 7 - Right-of-Way Survey
Perform right-of-way surveys required for the development of the project. The right-of-way surveys shall be in-depth legal surveys for which acquisition plats are to be developed.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 8 - Project Base Map
Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that twenty-nine (29) parcels are within the project limits.

Task 9 - Soil-Boring Location Survey – Task Not Included.

Task 10 – Right-of-Way/Easement Staking – Future task.

Task 11 – Utility Relocation Staking – Future task.

Task 12 – Public Notice of Project
The City will prepare a project notice letter for property owners directly adjacent to the project. The City will distribute the letter and be responsible for responding to property owner communications. The Consultant will prepare a project location exhibit that will include proposed improvements, property lines and owners, and right-of-way information on an aerial background.

Task 13 – Report of Record Ownership and Liens (Title Searches) – Future Task

C. Environmental Services (Task Not Included)

D. Traffic Engineering Services (Task Not Included)

E. Functional Design – (30% Complete)

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will summarize and submit to the City the design criteria used to develop the project. Criteria will conform to the City, SUDAS, and AASHTO design standards. The criteria to be addressed include:

- Functional classification and design type
- Design speed and regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas, and right-of-way
- Preferred and acceptable clear zone
- Pedestrian and bicycle facilities
- Street lighting requirements
- Utility corridor locations
- Storm sewer, water main, sanitary sewer, fiber optic, and traffic signal requirements

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

Task 2 - Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, and clear-zones. This task does not include pavement and subgrade design. It is assumed that the pavement section will match the previous NW 36th Street plans, specifically the NW Ash Drive to N Ankeny Boulevard drawings. This task also includes identifying potential storm sewer, sanitary sewer, water main, fiber optics, and other utility locations in the development of the typical sections. Detailed design calculations and capacity analysis for storm sewer, water main, or sanitary sewer is not included as part of this task.

It is anticipated that two (2) typical cross sections will be developed for NW 36th Street that includes one (1) 4-lane divided boulevard section and one (1) 4-lane undivided section with turn lanes for the transition section on the west limits of the project. It is assumed that the existing north curb line will remain in its current location and the widening will be located to the north side of the existing roadway along the corridor.

Typical cross sections will also be developed for each of the side street connections.

Task 3 - Develop Functional Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is design vehicle turning templates at the NW Abilene Road and NW State Street intersections. The design vehicle to be used will be finalized in the design criteria memo.

Task 4 - Develop Horizontal Alignments

Utilizing functional geometrics and design survey, develop horizontal alignments for the mainline and connecting roadways. The alignments will be developed based on the technical memorandum summarizing the design criteria.

Task 5 – Preliminary Drainage Analysis

Review record plans and previous projects to inventory existing stormwater systems and established existing drainage patterns. In addition to infrastructure within the project limits, field locate stormwater structures and measure pipe sizes outside of the vicinity of the NW 36th Street project limits to incorporate into hydraulic model. Complete preliminary Rational Method hydraulic analysis of the drainage basin based on Chapter 2 of the SUDAS Design Manual. Quantify stormwater runoff for the 5-yr, 10-yr, 50-yr, and 100-yr recurrence intervals. Review preliminary analysis with City and identify potential deficiencies. Determine order of magnitude storm sewer size, costs, and/or potential detention facility storage requirements for stated recurrence intervals. Review and determine capacity improvements to take forth into preliminary and final design.

Based on review of the City GIS information and available mapping, it is assumed that the drainage basin limits for this project are generally bounded by adjacent properties on the south and the north, NW Greenwood Street on the west, and NW Ash Drive on the east. In general, from NW State Street west, the existing NW 36th Street system outlets south into a retention pond of 36 West Plat 1, and from NW State Street east, the existing NW 36th Street system outlets north along the west side of NW Ash Drive.

Analysis of the existing storm sewer system along NW 36th Street will be included. The east outlet of this system on the west side of NW Ash Drive is not included.

The flows for the system from adjacent developments will be assumed to be that approved release rate from SWMP's.

The Consultant will prepare a memorandum to document the analysis of the overall existing drainage basin. The report will document the drainage area boundaries, identify current deficiencies and make recommendations of future improvements. The memorandum shall include:

a) Project Purpose and Background/History
b) Discussion of Existing Conditions
c) Exhibit of Current Deficiencies
d) Recommendations for Future Improvements

Complete additional field work to validate/resolve GIS storm sewer invert and flowline information outside the immediate Project limits. Additional field work will be limited to the major public infrastructure only and will not include minor structures such as roof drains or cleanouts or accessing private property or private infrastructure. Assumed additional field effort is based on two (2) field members for sixteen (16) hours each to complete this task.

Task 6 – Functional Traffic Signal System Layouts

Develop functional layouts of the traffic signal systems for the intersection of NW 36th Street and NW Abilene Road. The functional layout shall consist of traffic signal pole locations, pedestrian pushbutton locations, traffic signal heads, luminaires, traffic signal control cabinets, and traffic signal service cabinets. The layout at the NW State Street intersection is assumed to not need changes from the NW State Street Extension design project, with the exception of minor changes due to possible underground changes.

The layout of minor revisions for the intersection of NW 36th Street at NW Ash Drive will also be shown in the functional traffic signal system layouts.

Task 7 – Water Main Layout
Review the existing water distribution system with City staff and identify changes that the proposed roadway improvements will have on the existing system. Determine locations of hydrants, valves, water services, and other key connections and develop a staging plan to maintain water service throughout the duration of construction. No water main demand and sizing is anticipated as part of this project. New water main is anticipated along the north leg of NW State Street only.

Task 8 – Sanitary Sewer Review
Review and identify existing manhole structures that need to be adjusted or replaced. No sanitary sewer flow calculations or sizing is anticipated as part of this project.

Task 9 – Functional Design Exhibits
Prepare functional design exhibits that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, storm sewer locations, sanitary sewer locations, fiber optic locations, property lines, property ownership, anticipated right-of-way needs, and changes in accesses (if necessary). Also included are exhibits showing sightlines for left turns at median openings along the corridor.

Task 10 – Functional Staging Plan Exhibit
Prepare high-level overview of anticipated staging necessary to construct the project. Identify the number of major stages and how traffic, utility service, and property access will be maintained during construction. Document any special consideration that public or private utilities will require during construction.

F. Preliminary Design – (60% Complete)

The Consultant will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect corridor improvements, including property impacts, construction staging, and traffic control operations. The preparation of preliminary design plans will depict the proposed grading, drainage, paving, pavement markings, signing, utility relocation, and other features of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks:

Task 1 – Preliminary Roadway Geometrics
Refine roadway geometrics for the project based on the preferred alternative from the functional design phase and approved design criteria.

Task 2 – Preliminary Horizontal Alignments and Vertical Profiles
Utilizing the preliminary geometric layout, refine horizontal alignments and develop vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

Task 3 – Preliminary Water Main Design
Develop preliminary design modifications for existing water main systems within the project corridor. Includes water main layout of new water main along north leg of NW State Street only.

Task 4 – Preliminary Sanitary Sewer Modification Design
Develop preliminary design modifications for existing sanitary sewer systems within the project corridor. Includes minor and major adjustments and not complete relocation or reconstruction of these utilities.

Task 5 – Preliminary Storm Sewer Design
Based on the preliminary drainage analysis, develop storm sewer system layout plan and major crossroad connections based on Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Repairs to existing storm sewers, as determined by city inspections, will be included with this task.

Task 6 – Roadway Lighting Photometric Design
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, and preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and MidAmerican Energy Company to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

The existing roadway lights along the south side of NW 36th Street will be included in the photometric analysis and preliminary layout. The proposed layout will include 250WEQ LED fixtures in a staggered pattern which may require upgrading the existing fixtures along the north side of NW 36th Street

Task 7 – Utility Conflict Identification
The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purpose of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer, fiber optic, and all private utilities including gas, electric, and communications.

Task 8 – Construction Staging Plan Development
The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadway, storm sewer, water main, and sanitary sewer improvements, as well as property access and private utility relocations. With review and acceptance by the City, the concepts developed in preliminary plans will serve as the basis for preparing the final traffic control plan in final design.

Task 9 – Acquisition Requirements Identification
The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into consideration proposed utilities, construction staging and access, utility relocations, and other critical construction elements.

Property impact exhibits will be developed for six (6) parcels. Acquisition plats will be completed during final design under a separate amendment.

Task 10 – Preliminary Plan Preparation
Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant will consist of the following tasks:

Title Sheets (A Sheets)
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, and Design Traffic data.

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

Preliminary Mainline/Side Road Plan and Profiles (D and E Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the survey or the office relocation centerline. Proposed Right-of-Way and Construction Easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements.

Preliminary Survey Sheets (G Sheets)
This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Preliminary Right-of-Way Sheets (H Sheets)
This item consists of the preliminary plan for right-of-way and easements needed for the construction of the project.

Preliminary Traffic Control and Staging (J Sheets)
Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. The staging plan will include provisions for maintaining access to adjacent properties during construction. The plan sheets will include construction staging sections and high-level plan exhibits. It is assumed that a minimum of 2 lanes of traffic on NW 36th Street (1-lane in each direction)will be maintained during construction, as it is today. Staging of construction and changes in traffic control patterns will be necessary at the beginning and end of the project along with the sideroads. Plan exhibits will include pavement markings and signing plans for each major stage of construction.

Preliminary Geometric and Staking (L Sheets)
Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct the intersections. Design turning movements will be included for the NW 36th Street and NW Abilene Road intersection. Jointing layouts are not included in this task.

Preliminary Storm Sewer Plan and Profiles (M Sheets)
Develop preliminary plan and profile sheets for storm sewer information.

Preliminary Water Main Plan and Profiles (MWM Sheets)
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements of the water main. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. Anticipated new water main includes the north leg of NW State Street only.

Preliminary Traffic Signal and Fiber Optic Infrastructure (N Sheets)
This task consists of refining the traffic signal layouts for the intersections of NW 36th Street and NW Abilene Road, NW 36th Street and NW State Street, and NW 36th Street and NW Ash Drive. The preliminary plans will add handholes, conduits, fiber optic infrastructure modifications, and other general layout information. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City and the Manual on Uniform Traffic Control Devices (MUTCD).

Preliminary Lighting Layout Sheets (P Sheets)
This task consists of the development of preliminary lighting layout plan sheets showing photometric analysis.

Preliminary Pavement Marking Sheets (PM Sheets)
This task consists of development of permanent pavement marking and signing plans to be placed into service following construction.

Preliminary Sidewalk Plans (S Sheets)
Develop preliminary curb ramp layout in accordance with Chapter 12 of the Iowa SUDAS Design Manual. Design ramp geometric configuration alternatives, identify surface requirement, review general horizontal curb openings, and identify sidewalk width and passing space within the corridor. The NW and NE quadrants of NW Abilene Road, all 4 quadrants of NW State Street, and the NW and NE quadrants of NW Des Moines Street are included in the sidewalk design task.

Preliminary Cross Sections (W and X Sheets)
This task consists of the design and drafting associated with the assembly of detailed cross sections (25-foot increments and at the centerlines of all private driveways) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 11 – Submit Preliminary Plans to the City
The Consultant will prepare a cover letter and submit the plans with cost estimate to the City for review.

Task 12 – Budget Review
The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant will make recommendations pertaining to modifications in the Project to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Task 13 – Quality Control
Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submitting the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task G. Geotechnical Services (Task Not Included)

PROJECT DELIVERABLES

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

1. Design Criteria Technical Memorandum
2. Drainage Memorandum
3. Typical Sections Exhibit
4. Functional Design Exhibit
5. Functional Staging Plan Exhibit
6. Preliminary Plans and Preliminary Opinion of Probable Construction Costs for the roadway project
7. Tabular text file of existing infrastructure collected during the completion of topographic survey for the project in accordance with the City's Pre-Construction Submittal Requirements effective January 1, 2024.
8. Utility Structure Information worksheets collected during the completion of topographic survey.
9. Parcel Impact Displays

ADDITIONAL SERVICES:

Additional Services are ***not*** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

1.) Final Design
2.) Preparation of Acquisition Plats and Easement Documents
3.) Title Searches
4.) Real Estate Acquisition Services
5.) Phase I Cultural Resource Survey
6.) Phase II Archeological Investigations
7.) Wetland Delineation/Mitigation, Evaluation, and 404 Permitting
8.) Threatened and Endangered Species Survey
9.) Structural/Retaining Wall Design
10.) Geotechnical Exploration & Analysis
11.) Bidding Services
12.) Construction Period Services
13.) Hydro-Excavation of Existing Utilities

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide televising of storm sewer or sanitary sewer if needed.
4. Provide existing topographic base mapping, aerial photo images, and other available electronic files pertinent to the Project.
5. Provide turn lane warrants and storage lengths.
6. Provide private development agreements with developments along corridor.
7. Geotechnical Report & Analyses

ATTACHMENT 2

SCHEDULE

The Consultant shall complete the following phases of the Project in accordance with the schedule shown; assuming notice to proceed is issued by the City on or before April 6, 2026. If notice to proceed is given at a later date, time of completion shall be extended accordingly.

Notice to Proceed	April 6, 2026
Project Coordination	April 2026 – December 2026
Design Survey and Mapping	April 2026 – May 2026
Design Criteria Technical Memorandum	May 4, 2026
Drainage Memorandum	May 2026
Functional Design	June 2026 – August 2026
Typical Sections Exhibit	July 2026
Functional Design (30%) Submittal	Early August 2026
Functional Design (30%) Review Meeting	Late August 2026
Preliminary Design	September 2026 – December 2026
Preliminary Plans (60%) Submittal	November 13, 2026
City Return Preliminary Pans (60%) Comments	December 18, 2026
Parcel impact Displays	Late December 2026
Tabular Text File Submittal	December 2026
Final Design Professional Services Agreement	December 2026

ATTACHMENT 3
SCHEDULE OF FEES

FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C
2026 HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Engineer	$123 - $298
Technician	$92 - $225
Scientist	$123 - $298
Land Surveyor	$153 - $253
Planner	$123 - $298
Construction Manager	$153 - $253
Project Administration	$65 - $125

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Personal vehicle mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2026. Rates subject to change annually on January 1.



city of Ankeny
bringing it all together

NW 36th St Widening - NW Abilene to NW Ash
Map is for Locational Purposes Only.

W S N E

1 in = 600 ft
Date: 3/31/2026

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for traffic engineering services for the N Ankeny Boulevard & Reinhart Drive Traffic Signal & Turn Lanes in an amount not to exceed $108,206.59 and authorize the Mayor to execute said agreement.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

The action before the City Council is the approval of a Professional Services Agreement (PSA) with Snyder & Associates, Inc. for the design engineering services for the N Ankeny Boulevard & Reinhart Drive Traffic Signal & Turn Lanes. The project will include a new traffic signal installation, with widening for a southbound right-turn lane and an eastbound left-turn lane. At this time, the proposed schedule for the project includes design and purchase of equipment in 2026, with implementation and construction in 2027, and the PSA fees are not to exceed $108,206.59. The project was approved in the Annual Traffic Signal Improvement Program in the 2026-2030 Capital Improvement Program.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve a motion to approve the Professional Services Agreement with Snyder & Associates, Inc. for design engineering services for the N Ankeny Boulevard & Reinhart Drive Traffic Signal & Turn Lanes in an amount not to exceed $108,206.59 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The project was approved in the Annual Traffic Signal Improvement Program in the 2026-2030 Capital

Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Professional Services Agreement
2. Location Map

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 6th day of April, 2026, **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: N Ankeny Boulevard and NW Reinhart Drive Traffic Signal & Turn Lane Improvements

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal**.**

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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)
Bobbi B. Bentz, Mayor
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

Digitally signed by Mark A. Land
Date: 2026.03.30 10:39:45 -05'00'

By: _____
(Authorized agent)
Mark A Land, P.E., CFM
(Printed or typed signature)

Route executed copy to:Andrew Houchin

Attest: _____
Michelle Yuska, City Clerk

EXHIBIT A – SCOPE OF SERVICES OF THE PROFESSIONAL SERVICES AGREEMENT TO N ANKENY BOULEVARD AND NW REINHART DRIVE TRAFFIC SIGNAL AND TURN LANE IMPROVEMENTS

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below and shown in Exhibit A-1.

1. The PROJECT includes the signalization of the N Ankeny Blvd and Reinhart Dr intersection and a fiber optic communications connection to the CLIENT's existing fiber optic network. The fiber optic connection is expected to be routed along the west side of N Ankeny Blvd to N 18th St.

2. The PROJECT includes evaluating the existing curb ramps and sidewalks in all four quadrants of the intersection to comply with ADA requirements and proposed pedestrian pushbutton locations. Sidewalks and ramps will be replaced if necessary for ADA compliance or signalization. Existing median noses will be modified if in conflict with new crosswalk locations.

3. The PROJECT includes adding a southbound right turn lane on N Ankeny Blvd and widening the west leg to lengthen the storage length for the eastbound left turn lane to 150 feet. Storage length for the southbound right turn lane will be evaluated based on deceleration distance needed with a minimum of 150 feet.

4. Existing storm sewer will be modified to facilitate roadway improvements.

5. Significant water main and sanitary sewer work is not anticipated in the scope of this PROJECT. Vertical adjustments of fixtures and appurtenances are included.

The PROFESSIONAL shall provide Professional Services as described below.

1. Complete topographic and boundary survey for the PROJECT at the intersection of N Ankeny Blvd & Reinhart Dr. Additionally, topographic and boundary survey along the one side of N Ankeny Blvd between N 18th St and N 36th St can be completed if needed for fiber optic connection design. Coordinate with Iowa One Call to request that private utility companies locate their facilities along the corridor. Detailed survey services are listed in Article I.B.

2. Design, prepare plans, contract documents, specifications, and perform bid phase assistance, as defined in Article I.B.

3. Provide survey plats and to support right-of-way and easement acquisition as-needed for parcels affected by the traffic signalization, roadway improvements, or

sidewalk improvements. It is understood the CLIENT will perform any right-of-way acquisitions necessary. Detailed services to provide survey plats are listed in Article I.B.

4. The construction services for the PROJECT will be completed under a separate Agreement or amendment to this 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 survey within the area shown in the survey limits in the vicinity of the N Ankeny Blvd & Reinhart Dr intersection. Survey data will be acquired using traditional survey and remote sensing methods. This service includes:

a. Horizontal Datum will be provided using Iowa Regional Coordinate System, Ames-DSM Zone 8.

b. Vertical Datum will be provided using the North American Vertical Datum of 1988 (NAVD88).

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 1000 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 50-foot grid will be used to create 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 structure 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. 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.

h. The PROFESSIONAL shall 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; perform 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 38-22, constitutes a Quality Level "C" Subsurface Utility Engineering survey.

i. Location of trees 6 inches and greater not lying within the wooded area will be noted as deciduous or coniferous.

j. The drip line or perimeter outline of wooded/brush areas will be shown.

k. Letters of public notification of survey work being performed for the PROJECT will be provided to the CLIENT and distributed by the CLIENT.

l. Iowa DOT permit Application to Perform Work Within State Highway Right-Of-Way will be prepared for CLIENT and Iowa DOT approval.

3. RIGHT-OF-WAY ESTABLISHMENT

a. The PROFESSIONAL shall field verify the existing right-of-way line(s) to facilitate design or concept needs and enable creation of said construction documents. This service includes: research the public records in the county courthouse to acquire the current recorded deed(s), subdivision plat(s), recorded survey(s), county engineer information, DOT information and section corner certificate(s); perform a field survey locating existing monuments and the best available evidence needed to re-establish the record right-of-way lines; Graphically show the right-of-way line on the construction documents for design purpose only.

4. MONUMENT PRESERVATION SURVEY

a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document shall identify existing monuments found within the PROJECT corridor prior to construction and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

5. ROADWAY DESIGN AND PLANS

a. The PROFESSIONAL will collect available record drawings for the improvement area utilizing the Iowa DOT portal. The CLIENT shall assist in providing any available record drawings.

b. The PROFESSIONAL will make site visits, as needed, to gather existing site conditions, including but not limited to pavement condition review, removal limits, and existing utility locations based on surface information.

c. It is understood that the existing storm sewer will be used as constructed, and this PROJECT will extend the existing storm sewer system within the widening areas with new structures/intakes.

d. Significant water main and sanitary sewer work is not anticipated in the scope of this PROJECT. Vertical adjustments of fixtures and appurtenances are included.

e. The PROFESSIONAL will prepare a functional geometry plan showing widening areas, truck turning movements, and pedestrian ramp improvements for review and approval by the CLIENT before continuing with preliminary design.

f. The PROFESSIONAL will use the topographic survey, base mapping, field data collection, and record drawings to prepare plans that are in substantial conformance with the approved functional geometry plans. The plans shall include:

i. A Sheets: Title sheet, general notes, and legend sheet.

ii. B Sheets: Typical sections including pavement type and thickness, possible subbase materials and thickness, possible subgrade preparation, subdrain, and grading information.

iii. C Sheets: Project bid items, quantities, and estimate reference information. No quantity tabulations are anticipated with this PROJECT. C Sheets will be included in the Check Plan submittal.

iv. D and E Sheets: Plan and profile sheets for N Ankeny Blvd (US69) and the west leg of Reinhart Drive showing base mapping, pavement replacement limits, pavement widening limits, sidewalk limits, construction limits, signal equipment, existing right-of-way, protection of existing features, storm sewer intake replacement and pipe routing, and other pertinent notes and information.

v. F Sheets: Removal sheets showing pavement, sidewalk, intake removals with saw cut locations.

vi. G Sheets: Survey benchmark information and alignment data.

vii. H Sheets: Right of Way sheets showing existing and proposed (if necessary) right-of-way information.

viii. J Sheets: Traffic control and staging sheets including general traffic control and staging notes, general schematic for traffic control during construction. Final staging and traffic control will be completed during final design.

ix. L Sheets: Intersection design detail sheets including staking, geometry, and jointing plans. L Sheets will be included in the Check Plan submittal.

x. M Sheets: No storm sewer plans are included in this agreement.

xi. MSA Sheets: No sanitary sewer plans are included in this agreement.

xii. MWM Sheets: No water main plans are included in this agreement.

xiii. N Sheets: Traffic signal sheets. See other sections of this agreement for detailed scope items regarding traffic signalization.

xiv. R Sheets: Erosion control plan showing general best management practices implemented for the PROJECT. The PROJECT is not anticipated to require an NPDES Permit.

xv. S Sheets: Pedestrian ramp compliance sheets and tabulations. Compliance tabulations will be included in the Check Plan submittal.

xvi. W and X Sheets: Cross-section sheets will be provided for the southbound right turn lane along N Ankeny Blvd (US 69). No cross sections are anticipated along Reinhart Drive as the widening required is anticipated to be minimal and covered with other sheets. W Sheets will be included in the Check Plan submittal.

xvii. A proposed surface model deliverable will be prepared for the southbound right turn lane along N Ankeny Blvd (US 69). No proposed surface model is anticipated for the localized widening along Reinhart Drive. Widening details along Reinhart Drive will be provided through special plan details.

g. The PROFESSIONAL shall submit Preliminary Plans (60% complete) 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 judgment as a design professional familiar with the construction industry.

h. Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare final construction documents for the PROJECT addressing all review comments.

i. The PROFESSIONAL shall submit Check Plans (95% complete) to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency along with a working day recommendation for the construction schedule. Statements of probable construction costs and working day recommendations prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

j. The PROFESSIONAL shall submit Final Plans to the CLIENT with any necessary updates to the opinion of probable construction costs or working day recommendation for the construction schedule.

6. TRAFFIC SIGNAL AND FIBER OPTIC DESIGN AND PLANS

a. The PROFESSIONAL will prepare traffic signal and fiber optic connection sheets (N-Sheets) for Preliminary Plans. Preliminary N-Sheets are anticipated to show proposed traffic signal pole locations, proposed signal cabinet location, and general fiber optic connection plan.

b. The PROFESSIONAL will prepare traffic signal sheets (N-Sheets) for Check and Final Plans. N-Sheets for Check and Final Plans are anticipated to include:

   i. Signal Notes and Estimated Quantities Sheet
   ii. Signal Layout Sheet
   iii. Signal Wiring, Phasing, and Detection Sheet
   iv. Signal Details Sheet(s)
   v. Fiber Optic Connection Sheet(s)

c. The PROFESSIONAL will prepare an opinion of probable construction costs for the signal and fiber optic improvements to be included with the cost opinion for the PROJECT.

7. PHOTOMETRIC ANALYSIS AND STREET LIGHT EXHIBIT

a. The PROFESSIONAL will perform photometric analysis for the PROJECT intersection and crosswalks based on existing and proposed lighting in the area. It is anticipated the CLIENT will provide minimum desirable lighting level criteria for the intersection and crosswalks to compare with the proposed lighting levels.

b. The PROFESSIONAL will prepare an exhibit for the MidAmerican Energy Company showing street light relocations and/or removals required due to the PROJECT.

8. UTILITY COORDINATION

a. 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.

b. The PROFESSIONAL will work with the CLIENT and Iowa DOT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will organize and conduct one (1) group utility meeting to address specific issues and coordinate relocation efforts. Meeting minutes will be prepared and shared with all attendees and the CLIENT. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

9. UTILITY VERIFICATION TEST HOLES

a. 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 eight (8) utility test holes (two per corner). Test holes shall be performed prior to check plan submittals. 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 (see Exhibit A-2). These fees may vary due to factors in finding the utility and the existing depth of the utility.

10. 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 and information for this process, other than what is provided by the CLIENT in Paragraph 10.c. This includes but is not limited to PROJECT plans, quantities, opinion of probable construction cost, and recommendation of working days for the construction schedule.

b. Advertising. PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services. PROFESSIONAL shall issue addenda as needed during the bidding phase.

c. CLIENT Responsibilities. This PROJECT will utilize an electronic bidding process. It is understood the CLIENT will prepare the notice to bidders, prepare other front-end documents, post the PROJECT and documents for virtual bidding, and pay associated fees for posting the PROJECT.

11. RIGHT-OF-WAY ACQUISITION SUPPORT

At the time of development of this scope, the PROFESSIONAL is uncertain whether right-of-way acquisition will be necessary to accommodate roadway and sidewalk improvements in the northeast, southeast, and southwest corners of the intersection. The PROFESSIONAL will evaluate potential right-of-way acquisition needs during the design process and will coordinate with the CLIENT to determine whether right-of-way acquisition will be necessary. If it is agreed that right-of-way acquisition is required, the following services can be provided:

a. Survey Plat Drawings

i. The PROFESSIONAL will provide survey plat drawing(s) in accordance with the Iowa Code. This service includes a certified drawing at a suitable scale depicting the need(s) for the PROJECT. The description used in the survey plat drawing(s) can be provided in Word format, if requested. The signed survey plat drawing(s) will be provided to the CLIENT for the recording at the county recorder's office. The CLIENT is encouraged to seek the advice of an attorney in order to determine what, if any, additional documents may be needed and to establish the rights and responsibilities of said survey plat drawing(s). Monuments will be set at the location shown on the Acquisition Plat as required by Iowa Code. The PROFESSIONAL will provide Legal Description(s), if needed. The estimated budget for this service is based on a unit price for each type of survey plat drawing(s) created for the PROJECT, assuming one of each plat type per intersection corner.

	Item	Estimated Number of Plats	Amount
a)	Acquisition Plats	4	$1,200 Ea
b)	Temporary Construction Plats	4	$800 Ea
c)	Permanent Easement Plats	4	$800 Ea

CLIENT'S RESPONSIBILITIES FOR RIGHT-OF-WAY ACQUISTION:

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

i. Unless produced by PROFESSIONAL survey and engineering staff, provide to PROFESSIONAL all known and existing plans, specifications and data pertaining to the project that may affect PROFESSIONAL's Services to be provided. Unless otherwise noted by CLIENT, PROFESSIONAL may rely upon the plans, specifications and data provided being accurate and complete;

ii. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;

iii. Unless produced by PROFESSIONAL survey and engineering staff, provide to PROFESSIONAL legal descriptions and acquisition plats for each parcel to be acquired, unless CLIENT requests PROFESSIONAL to provide said legal descriptions and acquisition plats and incorporates this request as a part of PROFESSIONAL's scope of work.

iv. 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.

v. Coordinate the timing and sequence of PROFESSIONAL's Services with the Services of others to the Project;

vi. Make interim and final decisions utilizing information supplied by PROFESSIONAL.

vii. Process Board Roll Calls/Requisitions.

viii. 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.

II. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. Approximate anticipated schedule is below, which assumes a notice to proceed received April 7. A November 2026 project letting is targeted with this schedule.

- May 1, 2026 Survey complete
- May 29, 2026 Preliminary plans to CLIENT
- June 12, 2026 Receive comments on preliminary plans from CLIENT
- June 26, 2026 Utility verification test holes complete
- July 24, 2026 Check plans to CLIENT
- August 14, 2026 Receive comments on check plans from CLIENT
- August 28, 2026 Survey plats (if needed) to CLIENT
- September 4, 2026 Final plans to CLIENT
- November 10, 2026 Target Letting Date

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	$3,500
2.	Topographic Survey and Base Drawings	$8,800
3.	Right-of-Way Establishment	$3,400
4.	Monument Preservation Survey	$800
5.	Roadway Design and Plans	$28,900
6.	Traffic Signal and Fiber Optic Design and Plans	$25,300
7.	Photometric Analysis and Street Light Exhibit	$3,000
8.	Utility Coordination	$5,000
9a.	Utility Verification Test Holes (Coordination/Survey)	$2,400
10.	Bid Period Assistance	$2,400
11a.	Acquisition Plats (Assuming four plats)	$4,800
11b.	Temporary Construction Plats (Assuming four plats)	$3,200
11c.	Permanent Easement Plats (Assuming four plats)	$3,200
	TOTAL	$94,700

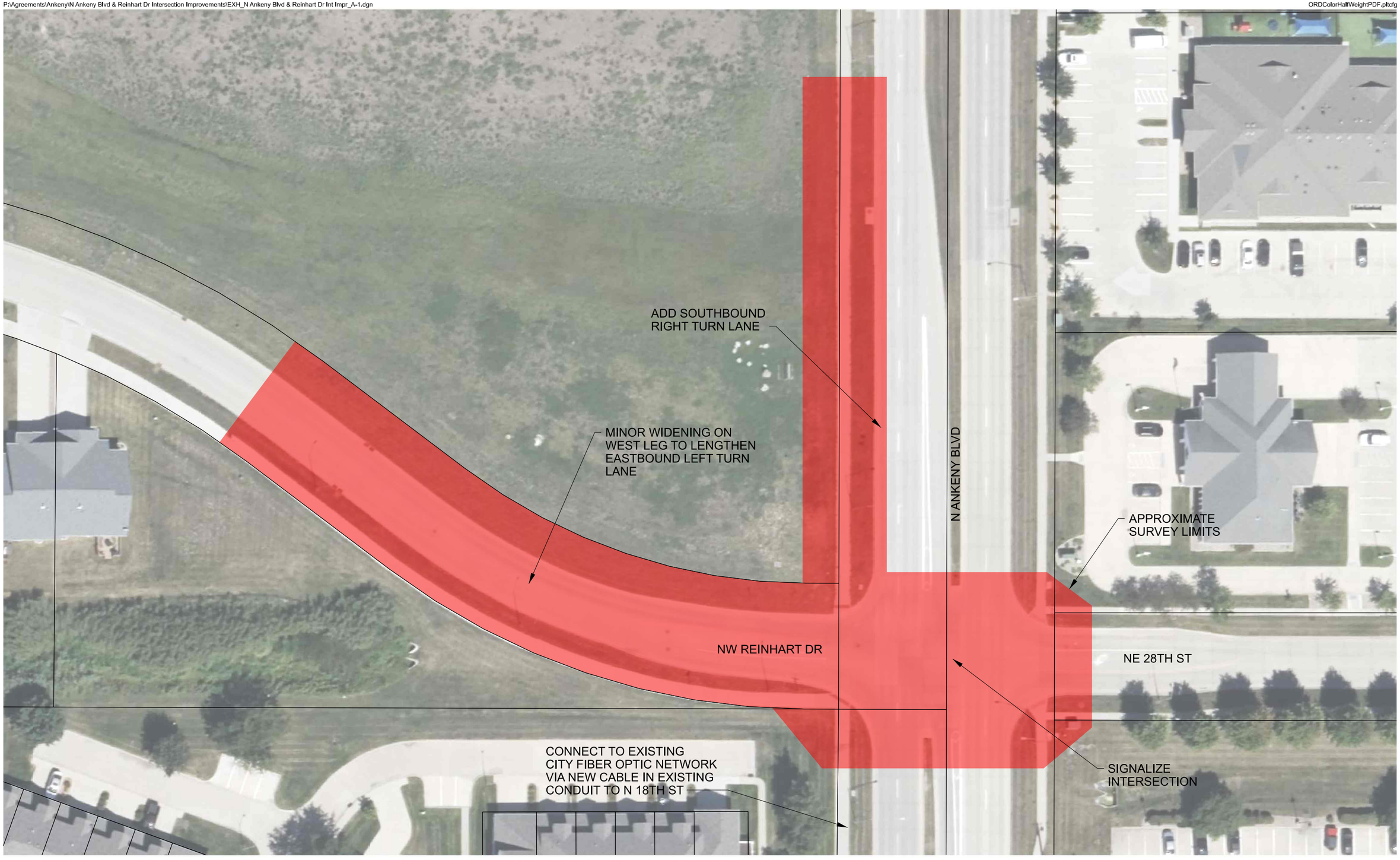
B. ESTIMATED EXPENSES

The below direct expenses are estimated based on a contractor quote (Exhibit A-2) assuming two test holes per corner for a total of eight holes. Actual costs may vary depending on actual number of test holes and factors such as effort to find the utility and the depth of the utility. Final costs will be based on time and materials as invoiced by the contractor.

9b.	Utility Verification Test Holes (Contractor Cost)	$13,506.59
	TOTAL	$13,506.59

C. CONSTRUCTION SERVICES

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



SNYDER & ASSOCIATES

0 25 50
FEET

N Ankeny Blvd & NW Reinhart Dr

City of Ankeny / Polk Co, Iowa

Exhibit A-1

© 2026 Microsoft Corporation © 2026 Maxar ©CNES (2026) Distribution Airbus DS

Badger Hydrovac Statement Of Work

United States

RE: Master Services Agreement

Prepared By:	Logan Fitchett
Email:	lfitchett@badgerinc.com
Phone:	515-380-1512
Date:	03/27/2026
Estimate Number:	CPQ-259192v2
Project Name:	NW Reinhart Dr. & NW Ankeny Blvd

Exhibit A-2

Badger Daylighting Corp
DES MOINES IA CORP
627 N 19th Ave East
Newton, IA 50208
"An equal opportunity employer"
IA License #C114463

Statement of Work Exclusively For:
SNYDER AND ASSOCIATES INC
Account #: 24142
Terry Coady

tlcoady@snyder-associates.com
+1 (515) 669-3256

Prepared By:
lfitchett@badgerinc.com

03/27/2026

This Statement of Work is entered into with reference to that certain Master Services Agreement by and between SNYDER AND ASSOCIATES INC and Badger Daylighting Corp. Unless otherwise provided for herein, this Statement of Work shall be governed by the terms of the Master Services Agreement and the Standard Terms and Conditions referenced therein.

Scope Of Work

Badger has been requested to provide a proposal to Snyder & Associates with locating utilities at the intersection of NW Reinhart Dr & NW Ankeny Blvd in Ankeny, Iowa.

Upon completion of each pothole, Snyder & Associates will document and record utility elevations and locations. Following documentation, Badger will proceed with proper backfilling and site restoration

Badger's Responsibilities Include:
Obtaining all required permits
Providing and maintaining traffic control
Disposal of all excavated materials
Coordinating and verifying OneCall utility locates
Backfilling and restoration of excavation areas

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	First 8hrs M-F PORT-TO-PORT	$295.00	HR	16.0	$4,720.00
BADGER HYDROVAC WITH OPERATOR OVERTIME	Over 8hrs M-F & Saturday PORT-TO-PORT	$355.00	HR	4.0	$1,420.00
ADDITIONAL OPERATOR	First 8hrs M-F PORT-TO-PORT	$105.00	HR	16.0	$1,680.00
ADDITIONAL OPERATOR OVERTIME	Over 8hrs M-F & Saturday PORT-TO-PORT	$145.00	HR	4.0	$580.00
DISPOSITION	Per load taken offsite	$300.00	EA	2.0	$600.00
CONSUMABLE MATERIALS	PPE, Material and Supplies	$45.00	EA	4.0	$180.00
FLUCTUATING FUEL RECOVERY		$1,439.59	EA	1.0	$1,439.59
SUPPLY WATER	If not supplied onsite	$93.50	EA	2.0	$187.00
REMOTE HOSE	6" Diameter	$5.00	FT	0.0	$0.00
ADDITIONAL SERVICE - TRAFFIC CONTROL		$600.00	EA	2.0	$1,200.00
ADDITIONAL SERVICE - BACKFILLING	Per Ton	$150.00	EA	10.0	$1,500.00
			Total		$13,506.59

Exhibit A-2

General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at a contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
7. Zero (0) % retainage is withheld.
8. Taxes – tax will be added to quote pricing as required by State/Local governments.
9. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wage.
14. Additional insurance requirements over what Badger already has in place.

Customer Representative		**Badger Representative**	
Printed Name:	_____	Printed Name:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

I am authorized to bind the Company

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS’ COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

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

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

Exhibit C

SNYDER & ASSOCIATES | **2026 STANDARD FEE SCHEDULE**

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Historian, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	$285.00/hour
Principal I	$265.00/hour
Senior	$236.00/hour
VIII	$216.00/hour
VII	$204.00/hour
VI	$195.00/hour
V	$182.00/hour
IV	$167.00/hour
III	$155.00/hour
II	$140.00/hour
I	$126.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	$164.00/hour
Senior	$158.00/hour
VIII	$146.00/hour
VII	$136.00/hour
VI	$122.00/hour
V	$110.00/hour
IV	$100.00/hour
III	$89.00/hour
II	$82.00/hour
I	$72.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	$84.00/hour
I	$69.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	*Current IRS Standard Rate*
Outside Services	*As Invoiced*



city of Ankeny
bringing it all together

N Ankeny Blvd & Reinhart Dr Traffic Signal & Turn Lanes

Map is for Locational Purposes Only.

N
W E
S

1 in = 500 ft

Date: 3/30/2026

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of $125,720.00 for the construction of the 2026 Sidewalk Gaps and Replacements Improvements Program.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution

LEGAL
No review required

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution accepting a proposal from Concrete Connection, LLC for the 2026 Sidewalk Gaps and Replacements Improvements Program project.

The 2026 Sidewalk Gaps and Replacements Improvements Program project includes the construction of new 8’ wide sidewalk, and the removal and replacement of pedestrian ramps at six (6) separate sites, generally located at or on:

Site 1 – NW 36th Street & NW Abilene Road Intersection
Site 2 – NW 36th Street & NW Des Moines Street Intersection
Site 3 – NW State Street & NW Reinhart Drive Intersection
Site 4 – NW 8th Street & NW Abbie Drive Intersection
Site 5 – NW Singing Hill Circle & NW Boulder Drive Intersection
Site 6 – SW Magazine Road

The construction improvements include the construction of approximately 60 LF of 7” thick PCC Class C-SUD curb and gutter replacement, 50 LF of 8” thick PCC Class C-SUD curb and gutter replacement, 380 SY of sidewalk removal, 30 SY of driveway removal, 270 SY of 4” thick PCC Class C sidewalk, 370 SY of 5” thick PCC Class C sidewalk, 130 SY of 6” thick PCC Class C sidewalk, 30 SY of 6” thick PCC Class C residential driveway, 70 SY of 7” thick PCC Class C-SUD full depth patches, and 150 SY of 8” thick PCC Class C-SUD full depth patches. Other associated improvements include Class 10 excavation, removal and replacement of storm sewer structures, minor adjustments to existing sanitary sewer structures, ADA compliant pedestrian ramps, temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to fifteen (15) contractors. On Tuesday, March 31, 2026, six (6) bids were received as follows:

1. Concrete Connection, LLC	$ 125,720.00
2. Howser Concrete Unlimited, LLC	$ 141,708.00
3. MNM Concrete Specialist	$ 145,321.00
4. TK Concrete, Inc.	$ 150,970.00
5. Howery Concrete, Inc.	$ 155,050.50
6. I-80 Concrete	$ 156,071.00

The Engineer's Estimate for the project was $159,240.00. The bids ranged from approximately 21% below to 2% below the estimate. Concrete Connection, LLC has completed similar projects in the City of Ankeny and has the technical experience to complete this project. The Public Works Department recommends awarding the 2026 Sidewalk Gaps and Replacements Improvements Program project to Concrete Connection, LLC of Johnston, Iowa.

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued following the preconstruction conference, which is expected to occur in April 2026, and shall be completed as stated below.

Sites 1-4 – Work shall begin no earlier than June 1, 2026 and no later than July 6, 2026.
Sites 5-6 – Work shall begin no earlier than April 20, 2026 and no later than June 1, 2026.

The Contractor shall substantially complete each of the six (6) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – five (5) Working Days
Site 2 – five (5) Working Days
Site 3 - five (5) Working Days
Site 4 – fifteen (15) Working Days
Site 5 – fifteen (15) Working Days
Site 6 – ten (10) Working Days

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with all new pavement fully open to vehicular and pedestrian traffic. The Contractor shall fully complete the overall project no later than August 21, 2026. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Consider motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection in the amount of $125,720.00 for the construction of the 2026 Sidewalk Gaps and Replacements Improvements Program project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the current Capital Improvement Program with construction scheduled for 2026.

PUBLIC OUTREACH EFFORTS

Property owners and residents have received letters notifying them of this project in the spring of 2025 and will receive another letter before construction commences in the summer of 2026.

ACTION REQUESTED

ATTACHMENTS

1. 2026 Sidewalk Gaps and Replacements Improv Prog - Resolution
2. 2026 Sidewalk Gaps and Replacements Improvements Program Bid Tab
3. Concrete Connection- 2026 Sidewalk Gaps Proposal
4. Location Map
5. Contract
6. COI

RESOLUTION 2026-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM CONCRETE CONNECTION, LLC IN THE AMOUNT OF $125,720.00 FOR THE CONSTRUCTION OF THE 2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM PROJECT.

WHEREAS, the City of Ankeny desires to construct new 8' wide sidewalk, and the removal and replacement of pedestrian ramps at six (6) separate sites, generally located at or on:

Site 1 – NW 36th Street & NW Abilene Road Intersection
Site 2 – NW 36th Street & NW Des Moines Street Intersection
Site 3 – NW State Street & NW Reinhart Drive Intersection
Site 4 – NW 8th Street & NW Abbie Drive Intersection
Site 5 – NW Singing Hill Circle & NW Boulder Drive Intersection
Site 6 – SW Magazine Road, and;

WHEREAS, a request for proposal was sent out to fifteen (15) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Concrete Connection, LLC	$125,720.00
Howser Concrete Unlimited, LLC	$141,708.00
MNM Concrete Specialist	$145,321.00
TK Concrete, Inc.	$150,970.00
Howery Construction, Inc.	$155,050.50
I-80 Concrete	$156,071.00
Engineer's Estimated Cost	$159,240.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Concrete Connection, LLC in the amount of $125,720.00 be accepted for the construction of the 2026 Sidewalk Gaps and Replacements Improvements Program project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 6th day of April, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Bid Tabulation
2026 Sidewalk Gaps and Replacements Improvements Program

March 31, 2026

				Engineer's Estimate			Concrete Connection, LLC			Howser Concrete Unlimited, LLC			MNM Concrete Specialist			TK Concrete, Inc.		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	49	$ 200.00	$ 9,800.00	49	$ 100.00	$ 4,900.00	49	$ 60.00	$ 2,940.00	49	$ 20.00	$ 980.00	49	$ 20.00	$ 980.00
		SEWERS AND DRAINS																
4.01	4020-999-A	Storm Sewer, Trenched, 15 Degree Prefabricated RCP Bend, 12 In. Diameter	LF	8	$ 400.00	$ 3,200.00	8	$ 175.00	$ 1,400.00	8	$ 500.00	$ 4,000.00	8	$ 190.00	$ 1,520.00	8	$ 200.00	$ 1,600.00
4.02	4030-B	Pipe Apron, RCP, 12 In. Diameter	EA	1	$ 1,500.00	$ 1,500.00	1	$ 2,500.00	$ 2,500.00	1	$ 3,500.00	$ 3,500.00	1	$ 5,000.00	$ 5,000.00	1	$ 1,500.00	$ 1,500.00
4.03	4030-C	Footing for Concrete Pipe Apron, 2'-4" Wide	EA	1	$ 1,000.00	$ 1,000.00	1	$ 750.00	$ 750.00	1	$ 1,500.00	$ 1,500.00	1	$ 1,800.00	$ 1,800.00	1	$ 1,000.00	$ 1,000.00
4.04	4999-A	Removal of Pipe Apron, RCP, 12" Diameter	EA	1	$ 1,000.00	$ 1,000.00	1	$ 750.00	$ 750.00	1	$ 1,900.00	$ 1,900.00	1	$ 600.00	$ 600.00	1	$ 250.00	$ 250.00
		WATER MAINS AND APPURTENANCES																
5.01	5010-999-A	Water Service Curb Box and Operating Rod Replacement	EA	1	$ 1,000.00	$ 1,000.00	1	$ 1,250.00	$ 1,250.00	1	$ 1,200.00	$ 1,200.00	1	$ 3,500.00	$ 3,500.00	1	$ 1,250.00	$ 1,250.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	$ 2,000.00	$ 4,000.00	2	$ 1,500.00	$ 3,000.00	2	$ 2,150.00	$ 4,300.00	2	$ 2,000.00	$ 4,000.00	2	$ 2,500.00	$ 5,000.00
		STREETS AND RELATED WORK																
7.01	7010-E	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 7" Thick	LF	57	$ 50.00	$ 2,850.00	57	$ 40.00	$ 2,280.00	57	$ 45.00	$ 2,565.00	57	$ 40.00	$ 2,280.00	57	$ 100.00	$ 5,700.00
7.02	7010-E	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 8" Thick	LF	45	$ 55.00	$ 2,475.00	45	$ 40.00	$ 1,800.00	45	$ 45.00	$ 2,025.00	45	$ 45.00	$ 2,025.00	45	$ 100.00	$ 4,500.00
7.03	7030-A-1	Removal of Sidewalk	SY	377	$ 15.00	$ 5,655.00	377	$ 18.00	$ 6,786.00	377	$ 12.00	$ 4,524.00	377	$ 50.00	$ 18,850.00	377	$ 15.00	$ 5,655.00
7.04	7030-A-3	Removal of Driveway	SY	32	$ 15.00	$ 480.00	32	$ 18.00	$ 576.00	32	$ 18.00	$ 576.00	32	$ 50.00	$ 1,600.00	32	$ 20.00	$ 640.00
7.05	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	271	$ 60.00	$ 16,260.00	271	$ 54.00	$ 14,634.00	271	$ 55.00	$ 14,905.00	271	$ 55.00	$ 14,905.00	271	$ 70.00	$ 18,970.00
7.06	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	368	$ 65.00	$ 23,920.00	368	$ 58.50	$ 21,528.00	368	$ 58.00	$ 21,344.00	368	$ 65.00	$ 23,920.00	368	$ 72.50	$ 26,680.00
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	127	$ 80.00	$ 10,160.00	127	$ 63.00	$ 8,001.00	127	$ 95.00	$ 12,065.00	127	$ 85.00	$ 10,795.00	127	$ 75.00	$ 9,525.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	160	$ 60.00	$ 9,600.00	160	$ 54.00	$ 8,640.00	160	$ 50.00	$ 8,000.00	160	$ 50.00	$ 8,000.00	160	$ 55.00	$ 8,800.00
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	27	$ 80.00	$ 2,160.00	27	$ 63.00	$ 1,701.00	27	$ 70.00	$ 1,890.00	27	$ 70.00	$ 1,890.00	27	$ 100.00	$ 2,700.00
7.10	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	66	$ 100.00	$ 6,600.00	66	$ 110.00	$ 7,260.00	66	$ 102.00	$ 6,732.00	66	$ 86.00	$ 5,676.00	66	$ 100.00	$ 6,600.00
7.11	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	155	$ 110.00	$ 17,050.00	155	$ 125.00	$ 19,375.00	155	$ 110.00	$ 17,050.00	155	$ 90.00	$ 13,950.00	155	$ 115.00	$ 17,825.00
7.12	7040-I	Curb and Gutter Removal, 1.5' Wide	LF	102	$ 15.00	$ 1,530.00	102	$ 15.00	$ 1,530.00	102	$ 25.00	$ 2,550.00	102	$ 15.00	$ 1,530.00	102	$ 22.50	$ 2,295.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 10,000.00	$ 10,000.00	1	$ 5,000.00	$ 5,000.00	1	$ 5,990.00	$ 5,990.00	1	$ 8,000.00	$ 8,000.00	1	$ 3,000.00	$ 3,000.00
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 100.00	$ 1,000.00	10	$ 150.00	$ 1,500.00	10	$ 150.00	$ 1,500.00	10	$ 200.00	$ 2,000.00	10	$ 200.00	$ 2,000.00
		SITE WORK AND LANDSCAPING																
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.2	$ 20,000.00	$ 4,000.00	0.2	$ 20,000.00	$ 4,000.00	0.2	$ 16,000.00	$ 3,200.00	0.2	$ 15,000.00	$ 3,000.00	0.2	$ 15,000.00	$ 3,000.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 20,000.00	$ 20,000.00	1	$ 4,500.00	$ 4,500.00	1	$ 15,852.00	$ 15,852.00	1	$ 6,000.00	$ 6,000.00	1	$ 16,000.00	$ 16,000.00
11.02	11,050-A	Concrete Washout	LS	1	$ 3,000.00	$ 3,000.00	1	$ 809.00	$ 809.00	1	$ 1,000.00	$ 1,000.00	1	$ 1,500.00	$ 1,500.00	1	$ 4,500.00	$ 4,500.00
11.03	11,999-A	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	10	$ 100.00	$ 1,000.00	10	$ 125.00	$ 1,250.00	10	$ 60.00	$ 600.00	10	$ 200.00	$ 2,000.00	10	$ 100.00	$ 1,000.00
		TOTAL AMOUNT BID =				**$ 159,240.00**			**$ 125,720.00**			**$ 141,708.00**			**$ 145,321.00**			**$ 150,970.00**

Calculation error on Proposal form.

Bid Tabulation
2026 Sidewalk Gaps and Replacements Improvements Program

March 31, 2026

				Howery Construction, Inc.			I-80 Concrete											
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	49	$ 130.00	$ 6,370.00	49	$ 20.00	$ 980.00	49		$ -	49		$ -	49		$ -
		SEWERS AND DRAINS																
4.01	4020-999-A	Storm Sewer, Trenched, 15 Degree Prefabricated RCP Bend, 12 In. Diameter	LF	8	$ 260.00	$ 2,080.00	8	$ 420.00	$ 3,360.00	8		$ -	8		$ -	8		$ -
4.02	4030-B	Pipe Apron, RCP, 12 In. Diameter	EA	1	$ 2,450.00	$ 2,450.00	1	$ 1,848.00	$ 1,848.00	1		$ -	1		$ -	1		$ -
4.03	4030-C	Footing for Concrete Pipe Apron, 2'-4" Wide	EA	1	$ 1,250.00	$ 1,250.00	1	$ 960.00	$ 960.00	1		$ -	1		$ -	1		$ -
4.04	4999-A	Removal of Pipe Apron, RCP, 12" Diameter	EA	1	$ 825.00	$ 825.00	1	$ 600.00	$ 600.00	1		$ -	1		$ -	1		$ -
		WATER MAINS AND APPURTENANCES																
5.01	5010-999-A	Water Service Curb Box and Operating Rod Replacement	EA	1	$ 2,200.00	$ 2,200.00	1	$ 900.00	$ 900.00	1		$ -	1		$ -	1		$ -
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E-1	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	$ 1,750.00	$ 3,500.00	2	$ 1,500.00	$ 3,000.00	2		$ -	2		$ -	2		$ -
		STREETS AND RELATED WORK																
7.01	7010-E	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 7" Thick	LF	57	$ 60.00	$ 3,420.00	57	$ 70.00	$ 3,990.00	57		$ -	57		$ -	57		$ -
7.02	7010-E	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 8" Thick	LF	45	$ 62.50	$ 2,812.50	45	$ 70.00	$ 3,150.00	45		$ -	45		$ -	45		$ -
7.03	7030-A-1	Removal of Sidewalk	SY	377	$ 14.00	$ 5,278.00	377	$ 75.00	$ 28,275.00	377		$ -	377		$ -	377		$ -
7.04	7030-A-3	Removal of Driveway	SY	32	$ 25.00	$ 800.00	32	$ 80.00	$ 2,560.00	32		$ -	32		$ -	32		$ -
7.05	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	271	$ 75.00	$ 20,325.00	271	$ 75.00	$ 20,325.00	271		$ -	271		$ -	271		$ -
7.06	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	368	$ 65.00	$ 23,920.00	368	$ 75.00	$ 27,600.00	368		$ -	368		$ -	368		$ -
7.07	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	127	$ 125.00	$ 15,875.00	127	$ 75.00	$ 9,525.00	127		$ -	127		$ -	127		$ -
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	160	$ 35.00	$ 5,600.00	160	$ 62.00	$ 9,920.00	160		$ -	160		$ -	160		$ -
7.09	7030-H-1	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	27	$ 100.00	$ 2,700.00	27	$ 130.00	$ 3,510.00	27		$ -	27		$ -	27		$ -
7.10	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	66	$ 175.00	$ 11,550.00	66	$ 88.00	$ 5,808.00	66		$ -	66		$ -	66		$ -
7.11	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	155	$ 135.00	$ 20,925.00	155	$ 88.00	$ 13,640.00	155		$ -	155		$ -	155		$ -
7.12	7040-I	Curb and Gutter Removal, 1.5' Wide	LF	102	$ 35.00	$ 3,570.00	102	$ 60.00	$ 6,120.00	102		$ -	102		$ -	102		$ -
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$ 5,500.00	$ 5,500.00	1	$ 2,000.00	$ 2,000.00	1		$ -	1		$ -	1		$ -
8.02	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 185.00	$ 1,850.00	10	$ 250.00	$ 2,500.00	10		$ -	10		$ -	10		$ -
		SITE WORK AND LANDSCAPING																
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.2	$ 25,000.00	$ 5,000.00	0.2	$ 2,500.00	$ 500.00	0.2		$ -	0.2		$ -	0.2		$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$ 6,000.00	$ 6,000.00	1	$ 3,000.00	$ 3,000.00	1		$ -	1		$ -	1		$ -
11.02	11,050-A	Concrete Washout	LS	1	$ 1,000.00	$ 1,000.00	1	$ 1,000.00	$ 1,000.00	1		$ -	1		$ -	1		$ -
11.03	11,999-A	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	10	$ 25.00	$ 250.00	10	$ 100.00	$ 1,000.00	10		$ -	10		$ -	10		$ -
		TOTAL AMOUNT BID =				**$ 155,050.50**			**$ 156,071.00**			**$ -**			**$ -**			**$ -**

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The **City of Ankeny**, hereinafter called the "Jurisdiction," has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes 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, at the prices hereinafter provided in Part C of the Proposal, for the following described improvement:

2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM

The 2026 Sidewalk Gaps and Replacements Improvements Program project includes the construction of new 8' wide sidewalk, and the removal and replacement of pedestrian ramps at six (6) separate sites, generally located at or on:

Site 1 – NW 36th Street & NW Abilene Road Intersection
Site 2 – NW 36th Street & NW Des Moines Street Intersection
Site 3 – NW State Street & NW Reinhart Drive Intersection
Site 4 – NW 8th Street & NW Abbie Drive Intersection
Site 5 – NW Singing Hill Circle & NW Boulder Drive Intersection
Site 6 – SW Magazine Road

The construction improvements include the construction of approximately 60 LF of 7" thick PCC Class C-SUD curb and gutter replacement, 50 LF of 8" thick PCC Class C-SUD curb and gutter replacement, 380 SY of sidewalk removal, 30 SY of driveway removal, 270 SY of 4" thick PCC Class C sidewalk, 370 SY of 5" thick PCC Class C sidewalk, 130 SY of 6" thick PCC Class C sidewalk, 30 SY of 6" thick PCC Class C residential driveway, 70 SY of 7" thick PCC Class C-SUD full depth patches, and 150 SY of 8" thick PCC Class C-SUD full depth patches. Other associated improvements include Class 10 excavation, removal and replacement of storm sewer structures, minor adjustments to existing sanitary sewer structures, ADA compliant pedestrian ramps, temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive bidder; and

2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and

3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and

2. Commence the work on this project on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall substantially complete each of the six (6) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – five (5) Working Days
Site 2 – five (5) Working Days
Site 3 - five (5) Working Days
Site 4 – fifteen (15) Working Days
Site 5 – fifteen (15) Working Days
Site 6 – ten (10) Working Days

Working Days will be tracked separately for each Site. No more than two (2) Sites shall be worked on simultaneously, unless approved by the Engineer.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with all new pavement fully open to vehicular and pedestrian traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays and Sundays if the Contractor elects to perform bid item work on Saturdays or Sundays.** Should the Contractor fail to substantially complete the work at each Site within these timeframes, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work at each Site not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project **no later than August 21, 2026**. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars ($250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this Proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and

2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

4. That this Proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and

5. That the individual(s) executing this Proposal have the authority to execute this Proposal on behalf of the Bidder.

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- ☐ Individual, Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☑ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and execute all documents
- ☐ Other

The Bidder shall enter its Public Registration Number C 1 1 1 7 - 6 2 issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A Contract will not be executed until the Contractor is registered.

Concrete Connection LLC
Bidder

David Bartholomew
Signature

By David Bartholomew
Name (Print/Type)

Member
Title

5170 NW Beaver Drive
Street Address

Johnston, Iowa, 50131
City, State, Zip Code

515/202-1279
Telephone Number

bart@yourconcreteconnection.com
E-mail

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Name

Title

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on page IB-2).

☒ Yes ☐ No My company has an office to transact business in Iowa.

☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 4 / 15 / 16 to Present — Address: 5170 NW Beaver Drive

(mm/dd/yyyy) — City, State, Zip: Johnston, Iowa, 50131

Dates: ___ / ___ / ___ to ___ / ___ / ___ — Address: _____

(mm/dd/yyyy) — City, State, Zip: _____

Dates: ___ / ___ / ___ to ___ / ___ / ___ — Address: _____

(mm/dd/yyyy) — City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Concrete Connection LLC

Signature: [signature] Date: 3/31/26

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Excavation, Class 10	CY	49	$ 100.00	$ 4,900.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, 15 Degree Prefabricated RCP Bend, 12 In. Diameter	LF	8	$ 175.00	$ 1,400.00
4.02	Pipe Apron, RCP, 12 In. Diameter	EA	1	$ 2,500.00	$ 2,500.00
4.03	Footing for Concrete Pipe Apron, 2'-4" Wide	EA	1	$ 750.00	$ 750.00
4.04	Removal of Pipe Apron, RCP, 12" Diameter	EA	1	$ 750.00	$ 750.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Service Curb Box and Operating Rod Replacement	EA	1	$ 1,250.00	$ 1,250.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	$ 1,500.00	$ 3,000.00
	STREETS AND RELATED WORK				
7.01	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 7" Thick	LF	57	$ 40.00	$ 2,280.00
7.02	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 8" Thick	LF	45	$ 40.00	$ 1,800.00
7.03	Removal of Sidewalk	SY	377	$ 18.00	$ 6,066.00
7.04	Removal of Driveway	SY	32	$ 18.00	$ 576.00
7.05	Sidewalk, PCC, Class C, 4" Thick	SY	271	$ 54.00	$ 14,634.00
7.06	Sidewalk, PCC, Class C, 5" Thick	SY	368	$ 58.50	$ 21,528.00
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	127	$ 63.00	$ 8,001.00
7.08	Detectable Warnings, Galvanized Steel	SF	160	$ 54.00	$ 8,640.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	27	$ 63.00	$ 1,701.00
7.10	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	66	$ 110.00	$ 7,260.00
7.11	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	155	$ 125.00	$ 19,375.00
7.12	Curb and Gutter Removal, 1.5' Wide	LF	102	$ 15.00	$ 1,530.00

	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$ 5,000.00	$ 5,000.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$ 150.00	$ 1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.2	$ 20,000.00	$ 4,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 4,500.00	$ 4,500.00
11.02	Concrete Washout	LS	1	$ 809.00	$ 809.00
11.03	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	10	$ 125.00	$ 1,250.00

TOTAL AMOUNT BID = $ 125,000.00

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☒ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of State nor had its authority revoked.

☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa, and a statement of cancellation has not been filed.

☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of State that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

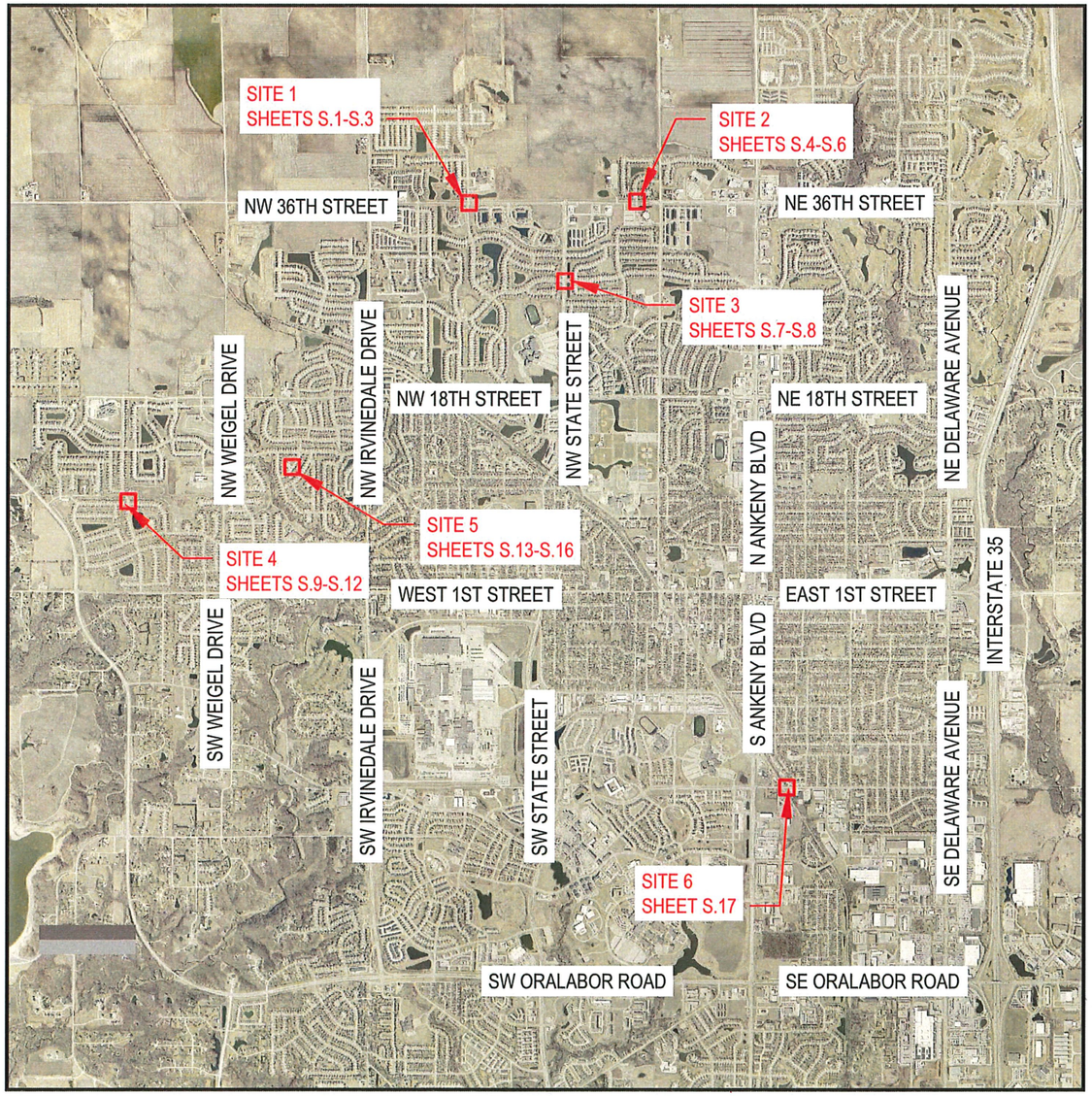
☒ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa, and the certificate has not been revoked or canceled.

PUBLIC IMPROVEMENT PLANS FOR

2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM

CITY OF ANKENY
POLK COUNTY, IOWA
PROJECT NO. 2026-008



VICINITY MAP
1 INCH = 4,000 FEET

APPLICABLE SUDAS FIGURES

3010.101	TRENCH BEDDING AND BACKFILL ZONES
3010.102	RIGID GRAVITY PIPE TRENCH BEDDING
6010.601	CASTINGS FOR SANITARY SEWER MANHOLES
7010.101	JOINTS
7010.102	PCC CURB DETAILS
7010.901	PCC PAVEMENT JOINTING
7010.904	TYPICAL JOINTING LAYOUT
7030.101	CONCRETE DRIVEWAY, TYPE A
7030.104	RIGHT-OF-WAY GRADING
7030.201	CLASSES OF SIDEWALK
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.206	CURB RAMPS OUTSIDE OF INTERSECTION RADIUS
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.208	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK
7030.210	DETECTABLE WARNING PLACEMENT
7040.101	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
8030.101	TEMPORARY TRAFFIC CONTROL GENERAL INFORMATION
8030.102	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.104	LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)
8030.111	LANE CLOSURE AT AN INTERSECTION
8030.112	LANE CLOSURE ON THE FAR SIDE OF AN INTERSECTION
8030.117	SIDEWALK DETOUR
8030.119	CLOSURE OF MARKED OR UNMARKED CROSSWALK

INDEX OF SHEETS

A.1	TITLE SHEET
A.2	LEGEND AND SYMBOL INFORMATION SHEET
B.1	TYPICAL CROSS SECTIONS AND DETAILS
C.1-C.5	QUANTITIES AND GENERAL INFORMATION
J.1	TRAFFIC CONTROL PLAN AND STAGING PLAN
J.2-J.8	SUDAS TEMPORARY TRAFFIC CONTROL FIGURES
S.1-S.3	NW 36TH STREET & NW ABILENE ROAD INTERSECTION
S.4-S.6	NW 36TH STREET & NW DES MOINES STREET INTERSECTION
S.7-S.8	NW STATE STREET & NW REINHART DRIVE INTERSECTION
S.9-S.12	NW 8TH STREET & NW ABBIE DRIVE INTERSECTION
S.13-S.16	NW SINGING HILL CIRCLE & NW BOULDER DRIVE INTERSECTION
S.17	SW MAGAZINE ROAD

IOWA ONE CALL
1-800-292-8989
811
www.iowaonecall.com

The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an Iowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).

LICENSED PROFESSIONAL ENGINEER
MATTHEW J GRGURICH
P28127
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Matthew J. Grgurich, P.E. — Date 3/12/26

License Number: P28127
My license renewal date is December 31, 2026.
Pages or sheets covered by this seal:
ALL

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

TITLE SHEET
2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM

SHEET A.1

S:\PUBWORKS\ENGINEERINGDIVISION\PUBLIC WORKS PROJECTS\2026 PUBLIC WORKS\2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM\DESIGN INFO\2026-008\2 - 2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVE PROGRAM.DWG

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of April, 2026, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Concrete Connection, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM

The 2026 Sidewalk Gaps and Replacements Improvements Program project includes the construction of new 8' wide sidewalk, and the removal and replacement of pedestrian ramps at six (6) separate sites, generally located at or on:

Site 1 – NW 36th Street & NW Abilene Road Intersection
Site 2 – NW 36th Street & NW Des Moines Street Intersection
Site 3 – NW State Street & NW Reinhart Drive Intersection
Site 4 – NW 8th Street & NW Abbie Drive Intersection
Site 5 – NW Singing Hill Circle & NW Boulder Drive Intersection
Site 6 – SW Magazine Road

The construction improvements include the construction of approximately 60 LF of 7" thick PCC Class C-SUD curb and gutter replacement, 50 LF of 8" thick PCC Class C-SUD curb and gutter replacement, 380 SY of sidewalk removal, 30 SY of driveway removal, 270 SY of 4" thick PCC Class C sidewalk, 370 SY of 5" thick PCC Class C sidewalk, 130 SY of 6" thick PCC Class C sidewalk, 30 SY of 6" thick PCC Class C residential driveway, 70 SY of 7" thick PCC Class C-SUD full depth patches, and 150 SY of 8" thick PCC Class C-SUD full depth patches. Other associated improvements include Class 10 excavation, removal and replacement of storm sewer structures, minor adjustments to existing sanitary sewer structures, ADA compliant pedestrian ramps, temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Hundred Twenty-Five Thousand Seven Hundred Twenty and 00/100 DOLLARS ($125,720.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall substantially complete each of the six (6) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – five (5) Working Days
Site 2 – five (5) Working Days
Site 3 - five (5) Working Days
Site 4 – fifteen (15) Working Days
Site 5 – fifteen (15) Working Days
Site 6 – ten (10) Working Days

Working Days will be tracked separately for each Site. No more than two (2) Sites shall be worked on simultaneously, unless approved by the Engineer.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with all new pavement fully open to vehicular and pedestrian traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays and Sundays if the Contractor elects to perform bid item work on Saturdays or Sundays.** Should the Contractor fail to substantially complete the work at each Site within these timeframes, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work at each Site not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project **no later than August 21, 2026**. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars ($250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____
Bobbi B. Bentz, Mayor

(Seal)
ATTEST:

_____
Michelle Yuska, City Clerk

CONTRACTOR:

Concrete Connection LLC
Contractor

By _____
Signature

Member
Title

5170 NW Beaver Dr.
Street Address

Johnston, Iowa 50131
City, State, Zip Code

515-202-1279
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1117-62 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 1st day of April, 2026, before me a Notary Public in and for said county, personally appeared David Berthelsen, to me personally known, who being by me duly sworn did say that person is Member of said Concrete Connection, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Concrete Connection, and that said instrument was signed and sealed on behalf of the said Concrete Connection, by authority of its managers and the said Concrete Connection acknowledged the execution of said instrument to be the voluntary act and deed of said David Berthelsen, by it voluntarily executed.

William Becker
Notary Public in and for the State of Iowa
My commission expires January 29, 2028

NOTARIAL SEAL IOWA
WILLIAM BECKER
Commission Number 862160
My Commission Expires
January 29, 2028

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Excavation, Class 10	CY	49	$100.00	$4,900.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, 15 Degree Prefabricated RCP Bend, 12 In. Diameter	LF	8	$175.00	$1,400.00
4.02	Pipe Apron, RCP, 12 In. Diameter	EA	1	$2,500.00	$2,500.00
4.03	Footing for Concrete Pipe Apron, 2'-4" Wide	EA	1	$750.00	$750.00
4.04	Removal of Pipe Apron, RCP, 12" Diameter	EA	1	$750.00	$750.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Service Curb Box and Operating Rod Replacement	EA	1	$1,250.00	$1,250.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, SELFLEVEL® Casting	EA	2	$1,500.00	$3,000.00
	STREETS AND RELATED WORK				
7.01	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 7" Thick	LF	57	$40.00	$2,280.00
7.02	Curb and Gutter, PCC, Class C-SUD, 1.5' Wide, 8" Thick	LF	45	$40.00	$1,800.00
7.03	Removal of Sidewalk	SY	377	$18.00	$6,786.00
7.04	Removal of Driveway	SY	32	$18.00	$576.00
7.05	Sidewalk, PCC, Class C, 4" Thick	SY	271	$54.00	$14,634.00
7.06	Sidewalk, PCC, Class C, 5" Thick	SY	368	$58.50	$21,528.00
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	127	$63.00	$8,001.00
7.08	Detectable Warnings, Galvanized Steel	SF	160	$54.00	$8,640.00
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	27	$63.00	$1,701.00
7.10	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	66	$110.00	$7,260.00
7.11	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	155	$125.00	$19,375.00
7.12	Curb and Gutter Removal, 1.5' Wide	LF	102	$15.00	$1,530.00

	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	$5,000.00	$5,000.00
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.2	$20,000.00	$4,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$4,500.00	$4,500.00
11.02	Concrete Washout	LS	1	$809.00	$809.00
11.03	Conduit Pipe for Repair of Irrigation Lines, PVC, 2" Diameter	EA	10	$125.00	$1,250.00

TOTAL CONTRACT AMOUNT = $125,720.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Concrete Connection, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Farmington Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Twenty-Five Thousand Seven Hundred Twenty and 00/100 DOLLARS ($125,720.00), 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 6th day of April, 2026, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2026 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM

The 2026 Sidewalk Gaps and Replacements Improvements Program project includes the construction of new 8' wide sidewalk, and the removal and replacement of pedestrian ramps at six (6) separate sites, generally located at or on:

Site 1 – NW 36th Street & NW Abilene Road Intersection
Site 2 – NW 36th Street & NW Des Moines Street Intersection
Site 3 – NW State Street & NW Reinhart Drive Intersection
Site 4 – NW 8th Street & NW Abbie Drive Intersection
Site 5 – NW Singing Hill Circle & NW Boulder Drive Intersection
Site 6 – SW Magazine Road

The construction improvements include the construction of approximately 60 LF of 7" thick PCC Class C-SUD curb and gutter replacement, 50 LF of 8" thick PCC Class C-SUD curb and gutter replacement, 380 SY of sidewalk removal, 30 SY of driveway removal, 270 SY of 4" thick PCC Class C sidewalk, 370 SY of 5" thick PCC Class C sidewalk, 130 SY of 6" thick PCC Class C sidewalk, 30 SY of 6" thick PCC Class C residential driveway, 70 SY of 7" thick PCC Class C-SUD full depth patches, and 150 SY of 8" thick PCC Class C-SUD full depth patches. Other associated improvements include Class 10 excavation, removal and replacement of storm sewer structures, minor adjustments to existing sanitary sewer structures, ADA compliant pedestrian ramps, temporary traffic control, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the

Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands this 6th day of April, 20 26.

PRINCIPAL:

Concrete Connection, LLC
Contractor

By _____
Signature

Member
Title

SURETY:

Farmington Casualty Company
Surety Company

By _____
Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. **All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

2. **This Bond must be sealed with the Surety's raised, embossing seal.**

3. **The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**

4. **The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

TRAVELERS

Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint JOHN CORD, ANNE CROWNER, BRIAN M DEIMERLY, JAY D FREIERMUTH, ZACHARY R FULLER, JAMIE L GIFFORD, SARA HUSTON, TIMOTHY J MCCULLOH, SETH ROOKER, DIONE R YOUNG and KATE ZANDERS of WAUKEE, IOWA, its true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this **21st** day of **April, 2021.**

FARMINGTON CASUALTY COMPANY INCORPORATED 1982 CONNECTICUT

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this **6th** day of **April** , **2026** .

FARMINGTON CASUALTY COMPANY INCORPORATED 1982 CONNECTICUT

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** accepting a proposal from TK Concrete, Inc. in the amount of $89,071.00 for the construction of the Sunrise Park Parking Lot Reconstruction project.

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required.

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution accepting a proposal from TK Concrete, Inc. for the Sunrise Park Parking Lot Reconstruction project.

The Sunrise Park Parking Lot Reconstruction project project includes demolition and removal of the existing parking lot and construction of a new PCC parking lot with PCC curb, ADA-compliant parking signage, pavement markings, surface restoration, and miscellaneous associated work necessary.

Bid invitations were sent to twenty (20) contractors. On Monday, March 30, 2026, ten (10) bids were received as follows:

- TK Concrete, Inc. $89,071.00
- Absolute Concrete Construction $96,178.00
- Oscar's Concrete LLC $96,671.00
- JAS Construction LLC $107,691.68
- Con-Struct, Inc. $108,093.00
- The Concrete Company $112,363.50
- Howser Concrete Unlimited LLC $114,111.00
- I-80 Concrete $114,370.50
- Howrey Construction, Inc. $114,500.00

- Nehring Construction, Inc. $121,578.00

The Engineer's Estimate for the project was $147,065.00. The bids ranged from approximately 40% below to 18% below the estimate. TK Concrete, Inc. has completed similar projects in the City of Ankeny and has the technical experience to complete this project. The Parks & Recreation Department recommends awarding the Sunrise Park Parking Lot Reconstruction project to TK Concrete, Inc. of Pella, Iowa.

The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April, 2026. The Contractor shall fully complete the overall project no later than June 30, 2026. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Consider motion to adopt RESOLUTION accepting a proposal from TK Concrete, Inc. in the amount of $89,071.00 for the construction of the Sunrise Park Parking Lot Reconstruction project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the current Capital Improvement Program with construction scheduled for 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Bid Tabulation
3. Location Map
4. Contract
5. COI

RESOLUTION 2026 -

A RESOLUTION ACCEPTING A PROPOSAL FROM TK CONCRETE, INC. IN THE AMOUNT OF $89,071.00 FOR THE SUNRISE PARK PARKING LOT RECONSTRUCTION PROJECT

WHEREAS, the City of Ankeny has determined that the reconstruction of the Sunrise Park parking lot is necessary to improve safety, accessibility, and infrastructure, and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors for the Sunrise Park Parking Lot Reconstruction project, and;

WHEREAS, the results of the request for proposal are as follows:

TK Concrete, Inc.	$89,071.00
Absolute Concrete Construction	$96,178.00
Oscar's Concrete LLC	$96,671.00
JAS Construction LLC	$107,691.68
Con-Struct, Inc.	$108,093.00
The Concrete Company	$112,363.50
Howser Concrete Unlimited LLC	$114,111.00
I-80 Concrete	$114,370.50
Howrey Construction, Inc.	$114,500.00
Nehring Construction, Inc.	$121,578.00
Engineer's Estimated Cost	$147,065.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from TK Concrete, Inc. in the amount of $89,071.00 be accepted for the Sunrise Park Parking Lot Reconstruction project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 6th day of April, 2026.

_____
Bobbi B. Bentz, Mayor

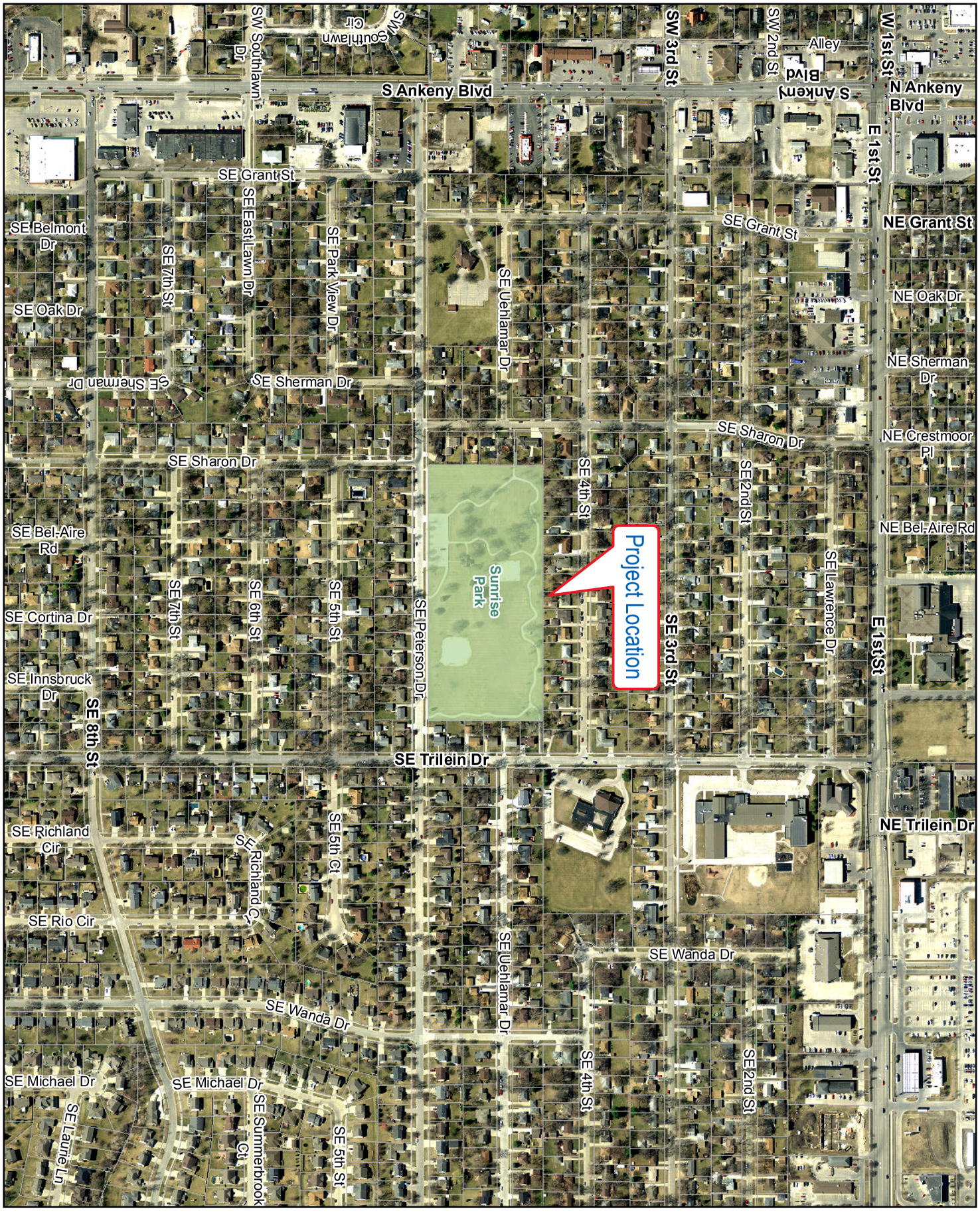
ATTEST:

_____
Michelle Yuska, City Clerk

TABULATION OF BIDS
Sunrise Park Parking Lot Reconstruction
City of Ankeny
126.0174.01
March 30, 2026 10:30 pm

						1		2		3		4		5	
				ENGINEER'S ESTIMATE		TK CONCRETE, INC. PELLA, IA		ABSOLUTE CONCRETE CONST DBA ABSOLUTE GROUP GRANGER, IA		OSCAR'S CONCRETE LLC MARSHALLTOWN, IA		JAS CONSTRUCTION LLC BONDURANT, IA		CON-STRUCT, INC. MARSHALLTOWN, IA	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DEMOLITION														
1.1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 14,000.00	$ 14,000.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
1.2	Demolition Existing HMA Parking Lot & PCC Curb	SY	1,242	$ 20.00	$ 24,840.00	$ 5.50	$ 6,831.00	$ 9.00	$ 11,178.00	$ 15.50	$ 19,251.00	$ 7.29	$ 9,054.18	$ 12.00	$ 14,904.00
1.3	6" Depth PCC Parking Lot	SF	11,050	$ 8.50	$ 93,925.00	$ 6.20	$ 68,510.00	$ 5.00	$ 55,250.00	$ 5.20	$ 57,460.00	$ 7.45	$ 82,322.50	$ 6.50	$ 71,825.00
1.4	PCC Standard Curb	LF	320	$ 40.00	$ 12,800.00	$ 1.50	$ 480.00	$ 30.00	$ 9,600.00	$ 38.00	$ 12,160.00	$ 34.50	$ 11,040.00	$ 30.00	$ 9,600.00
1.5	Pavement Striping & Parking Signs	LS	1	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 2,240.00	$ 2,240.00	$ 2,500.00	$ 2,500.00	$ 1,725.00	$ 1,725.00	$ 2,464.00	$ 2,464.00
1.6	Surface Restoration & Erosion Control	LS	1	$ 2,500.00	$ 2,500.00	$ 1,250.00	$ 1,250.00	$ 3,910.00	$ 3,910.00	$ 1,800.00	$ 1,800.00	$ 1,550.00	$ 1,550.00	$ 4,300.00	$ 4,300.00
	TOTAL BASE BID:				**$ 147,065.00**		**$ 89,071.00**		**$ 96,178.00**		**$ 96,671.00**		**$ 107,691.68**		**$ 108,093.00**

						6		7		8		9		10	
				ENGINEER'S ESTIMATE		THE CONCRETE COMPANY GRIMES, IA		HOWSER CONCRETE UNLIMITED, LLC JORDAN, MN		I-80 CONCRETE CLIVE, IA		HOWREY CONSTRUCTION, INC. BONDURANT, IA		NEHRING CONSTRUCTION, INC DES MOINES, IA	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DEMOLITION														
1.1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 4,875.00	$ 4,875.00	$ 6,490.00	$ 6,490.00	$ 1,850.00	$ 1,850.00	$ 11,750.00	$ 11,750.00	$ 6,000.00	$ 6,000.00
1.2	Demolition Existing HMA Parking Lot & PCC Curb	SY	1,242	$ 20.00	$ 24,840.00	$ 18.00	$ 22,356.00	$ 13.00	$ 16,146.00	$ 16.00	$ 19,872.00	$ 10.00	$ 12,420.00	$ 11.50	$ 14,283.00
1.3	6" Depth PCC Parking Lot	SF	11,050	$ 8.50	$ 93,925.00	$ 6.65	$ 73,482.50	$ 6.50	$ 71,825.00	$ 6.25	$ 69,062.50	$ 6.50	$ 71,825.00	$ 7.20	$ 79,560.00
1.4	PCC Standard Curb	LF	320	$ 40.00	$ 12,800.00	$ 20.00	$ 6,400.00	$ 40.00	$ 12,800.00	$ 57.00	$ 18,240.00	$ 28.50	$ 9,120.00	$ 48.00	$ 15,360.00
1.5	Pavement Striping & Parking Signs	LS	1	$ 3,000.00	$ 3,000.00	$ 3,250.00	$ 3,250.00	$ 2,500.00	$ 2,500.00	$ 1,846.00	$ 1,846.00	$ 4,000.00	$ 4,000.00	$ 2,200.00	$ 2,200.00
1.6	Surface Restoration & Erosion Control	LS	1	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 4,350.00	$ 4,350.00	$ 3,500.00	$ 3,500.00	$ 5,385.00	$ 5,385.00	$ 4,175.00	$ 4,175.00
	TOTAL BASE BID:				**$ 147,065.00**		**$ 112,363.50**		**$ 114,111.00**		**$ 114,370.50**		**$ 114,500.00**		**$ 121,578.00**



city of Ankeny
bringing it all together

Sunrise Park Improvements - 506 SE Peterson

Map is for Locational Purposes Only.

1 in = 500 ft

Date: 6/29/2016

DEPARTMENT OF PARKS AND RECREATION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of April, 2026, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and TK Concrete, Inc., 1608 Fifield Road, Pella, IA 50219, 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:

SUNRISE PARK PARKING LOT RECONSTRUCTION

Sunrise Park Parking Lot Reconstruction project includes demolition and removal of the existing parking lot and construction of a new PCC parking lot with PCC curb, ADA-compliant parking signage, pavement markings, surface restoration, and miscellaneous associated work necessary.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eighty-nine Thousand, Seventy-one DOLLARS ($89,071.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall fully complete the overall project no later than **June 30, 2026.** Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Eight Hundred Dollars ($800.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____
Bobbi B. Bentz, Mayor

(Seal)
ATTEST:

_____
Michelle Yuska, City Clerk

CONTRACTOR:

TK Concrete, Inc.
Contractor

By Tony VerMeer
Signature

President
Title

1608 Fifield Rd P.O. Box 111
Street Address

Pella, IA 50219
City, State, Zip Code

641-628-4590
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0923-36 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 1 day of April, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Vermeer and _____, to me known, who, being by me duly sworn, did say that they are the President, 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 Anthony Vermeer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
BLANE REUTTER
Commission Number
788949
My Commission Expires
3-10-27

Notary Public in and for the State of Iowa
My commission expires 3-10, 2027

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
1.1	Mobilization	LS	1	$10,000.00	$10,000.00
1.2	Demolition Existing HMA Parking Lot & PCC Curb	SY	1,242	$5.50	$6,831.00
1.3	6" Depth PCC Parking Lot	SF	11,050	$6.20	$68,510.00
1.4	PCC Standard Curb	LF	320	$1.50	$480.00
1.5	Pavement Striping & Parking Signs	LS	1	$2,000.00	$2,000.00
1.6	Surface Restoration & Erosion Control	LS	1	$1,250.00	$1,250.00

TOTAL CONTRACT AMOUNT = $89,071.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eighty-nine Thousand, Seventy-one DOLLARS ($89,071.00), 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 6th day of April, 2026, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SUNRISE PARK PARKING LOT RECONSTRUCTION

Sunrise Park Parking Lot Reconstruction project includes demolition and removal of the existing parking lot and construction of a new PCC parking lot with PCC curb, ADA-compliant parking signage, pavement markings, surface restoration, and miscellaneous associated work necessary.

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 **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands this 6th day of April, 2026.

PRINCIPAL:	SURETY:
TK Concrete, Inc. Contractor	Great Midwest Insurance Company Surety Company
By Tony VerMeer Signature	By Signature Attorney-in-Fact Officer
President Title	Polly Mason Printed Name of Attorney-in-Fact Officer
	Zip Bonds, LLC Company Name
	3737 Woodland Ave. Suite 505 Company Address
	West Des Moines, IA 50266 City, State, Zip Code
	888-435-4191 Company Telephone Number

NOTE:

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Zach Matter, Zach Mefferd, Tina Bockholt, Havilah Watson, Jimmy Brown, Isaac Wood, Polly Mason, Brenda Risa

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 6th Day of April 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** of the City of Ankeny, Iowa, to approve a Property Use Agreement with "Uptown Ankeny Inc.", for the purpose of operating a Farmer's Market in "Elwell Family Park at Uptown".

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

With the current Farmer's Market serving approximately 25,000 people annually, the Ankeny Market & Pavilion (AMP) will provide better access to local produce, homemade baked goods and hand-crafted specialty items. The Ankeny Farmer's Market is operated by the Uptown Ankeny Association Members. The first year of operation for the Farmer's Market at the AMP site was in 2016 and its popularity continues to grow as a destination location each Saturday during the growing season.

The proposed agreement extends the lease of the AMP site for five additional years and outlines the terms and conditions for the use of the City's park and facilities contained within the AMP site for the purpose of operating Ankeny's annual Farmers' Market.

CITY MANAGER/STAFF RECOMMENDATIONS:

Staff is supportive of the agreement and recommends approval.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

City Council approved a similar lease agreement with Uptown Ankeny Inc., in 2017 and 2021 for operation of Farmers' Market at the AMP site.

FISCAL IMPACT

The annual anticipated lease agreement for usage of the AMP site is $3,800.00.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution
2. Agreement

RESOLUTION 2026 –

A RESOLUTION OF THE CITY OF ANKENY, IOWA TO APPROVE A PROPERTY USE AGREEMENT WITH "UPTOWN ANKENY, INC.", FOR THE PURPOSE OF OPERATING A FARMER'S MARKET IN "ELWELL FAMILY PARK AT UPTOWN"

WHEREAS, the Uptown Association currently operates a Farmer's Market within the City of Ankeny, and;

WHEREAS, the City of Ankeny is owner of park property, located at 715 West 1st Street, that has been redeveloped to better serve the community as a family gathering space, regional trailhead and Farmer's Market venue, and;

WHEREAS, the Farmer's Market also serves as a unique opportunity for members of the community to gather and experience the historic and special environment of Uptown, and;

WHEREAS, the City Council finds that the Farmer's Market is a valuable benefit to the citizens of Ankeny and contributes to the economic development of the community, and;

WHEREAS, the Farmer's Market at the park site is a great success and both parties from the City and Uptown Association have agreed to renew their lease agreement for an additional five years, and;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby approve the attached agreement between the City of Ankeny and "Uptown Association, Inc.", to provide a Farmer's Market in "Elwell Family Park At Uptown" for the 2026-2030 growing seasons, and that the Mayor hereby is authorized to sign said agreement.

DATED this 6th day of April 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

FARMERS' MARKET AGREEMENT

This AGREEMENT, made and entered into this 6th day of April, 2026, by and between the City of Ankeny, Iowa a municipal corporation (hereinafter "City"), and Uptown Ankeny, Inc. doing business as Uptown Ankeny Association, (hereinafter "Uptown").

WHEREAS, the City is the owner of the park known as the Ankeny Market & Pavilion located in the area known as Uptown Ankeny ("City Park"); and

WHEREAS, the City of Ankeny has agreed to allow Uptown the use of the City Park for the purpose of a Farmers' Market; and

WHEREAS, the City and Uptown have agreed to certain terms and conditions for the use of the City Park by Uptown.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement**: The term of this Agreement shall commence on May 23, 2026 and end on September 28, 2030 ("Term").

2. **Location; Use**: Uptown is hereby authorized to use the City Park, located at 715 West 1st Street, solely for a Farmers' Market on each Saturday during the Term and as the Ankeny Farmer's Market manager.

3. **Farmer's Market Hours of Operation**: The Farmers' Market normal hours of operation shall be from 9:00 AM – 12:00 PM, every Saturday, except the Saturday of the City of Ankeny's Annual SummerFest celebration, beginning in May through September. Set up and tear down for the Farmer's Market shall be allowed during the two hours before and the one hour after each market. The City reserves the right to alter or exclude certain hours and/or days as the City deems necessary. The City will give Uptown at least 60 days advance notice for such instances, except when the site has become dangerous and maintenance is required or it must be utilized as a City emergency management site. Uptown shall notify the City, as soon as possible, if Uptown desires/intends to deviate from the normal hours/days of operation.

    a) **Anticipated Farmers' Market Dates**
        i. 2026: May 23 – September 26
        ii. 2027: May 22 – September 25
        iii. 2028: May 20 – September 30
        iv. 2029: May 19 – September 29
        v. 2030: May 18 – September 28

4. **Duties and Obligations of Uptown**: Uptown shall report directly to the Parks & Recreation Director of the City of Ankeny who shall oversee Uptown's duties to ensure compliance with Ankeny City Code. Uptown duties shall include, but are not limited to, those as described herein:

a) Acts as the administrator of the Farmers' Market, thereby exercising general supervision over the Farmer's Market and all of its activities. Keeps the operation of the Farmers' Market functioning smoothly and effectively.
b) Creates rules and regulations governing vendor operations. Makes necessary judgements and decisions if questions or concerns arise.
c) Solicits potential vendors providing local products, including but not limited to produce, plants, flowers, seafood, food for sale, arts and crafts, baked goods, breads, pastas, jellies and any other products deemed to add value to the Farmers' Market.
d) Establishes and collects vendor fees from all vendors.
e) Requires that all vendors maintain general liability insurance.
f) Keeps all vendor general liability insurance documentation on file.
g) Informs vendors that they may be subject to background checks.
h) Has an authorized representative available and accessible by phone all hours of market operation.
i) Monitors and reports any damage to park facilities.
j) Manages cleanliness of the pavilions and is responsible for returning it to the same condition prior to Farmers' Market activities.
k) Shall not authorize the pavilions to be used for any other purpose during Farmers' Market hours without prior written consent from the City.
l) Safeguards that during the Farmers' Market the City's electrical sources are utilized in a safe manner.
m) Ensures that vehicles are only allowed to drive into the park on paved surfaces to drop off and pick up vendor's booth supplies. During the Farmers' Market operating hours, vendors' vehicles will be parked in the parking lot and not under the pavilions to help prevent grease and oil from staining the concrete.
n) Uptown further agrees that they shall not knowingly condone any illegal activities to occur in the City Park during Farmers' Market activities.
o) Secures all licenses and permits required by governmental authorities to operate the Farmers' Market upon said premises. Any use different from that stated herein shall not be made without prior written consent from the City.

5. **Duties and Obligations of City:** City shall contribute the following to the Farmers' Market:

a) Provide space within City Park, located at 715 West 1st Street, and surrounding areas to accommodate the Farmers' Market.
b) Authorize the use of City-funded electricity at the Farmers' Market site to provide power for vendor activities.
c) Provide restroom facilities, trash receptacles, and at least one trash dumpster.

6. **Rights Reserved by City:** In addition to other rights reserved herein, City reserves the following rights:

a) To terminate, with cause provided to Uptown, any vendor's right to participate in the Farmers' Market.
b) To terminate the relationship between the City and Uptown at any time for any reason, upon written notice provided 90 days in advance of the said action.

c) To maintain and operate a vendor's booth at the Farmers' Market, at no charge, to support the City's efforts, special programs, and/or events. Booth would be located in a location so it does not interfere with Farmers' Market operations.

7. **Payment**: Uptown agrees to pay City of Ankeny as rent for the City Park, the sum of Two Hundred Dollars ($200.00) per Saturday that the pavilions are utilized. Payments shall be made to City of Ankeny at 410 West First Street, Ankeny, Iowa 50023 annually at the conclusion of each market season.

8. **Graffiti**: Street and graffiti artists will not be allowed as vendors for the Farmers' Market. The marking of vendors' stalls may be designated with sidewalk chalk or alternative signage to minimize markings and impact on Park property. Permanent markings of any kind are not allowed.

9. **Liability of City**: The City of Ankeny shall not be liable for any damage, loss or injury to the person, property or effects of Uptown or any vendor, agent, servant, employee or patron of Uptown on, in or about the City Park during Farmers' Market activities other than through the negligence attributed to the City. To the fullest extent permitted by law, Uptown shall defend and hold harmless the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by Uptown, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, Uptown shall not be required to indemnify the City from the consequences of the City's own negligence.

10. **Insurance**: Uptown shall carry and maintain during the entire term hereof at Uptown's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars ($2,000,000). City shall be named as an additional insured on said policy. Uptown shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of the season for the Farmers' Market. Uptown shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

11. **Completeness of Agreement and Modification**: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

12. **Certification of Authority**: The undersigned certify that the persons executing this agreement on behalf of City and Uptown have legal authority to enter into this agreement on behalf of City and Uptown respectively and have full authority to bind City and Uptown in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By:_____
Bobbi B. Bentz, Mayor

Uptown Ankeny, Inc.

By:_____
Teresa Davis, President

Attest:

By:_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to adopt **RESOLUTION** approving an event agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce regarding SummerFest 2026.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Resolution
LEGAL
No Legal Review Required

EXECUTIVE SUMMARY

This item is requested for City Council consideration as a means to formalize the long-standing relationship that exists between the City of Ankeny and the Ankeny Area Chamber of Commerce for the annual SummerFest event. The Agreement outlines the public benefit received for the in-kind services provided, outlines expectations for the parties, and ensures proper insurance and indemnification is agreed upon. This type of Agreement is a requirement to account for the use of public funds in this manner with a non-profit organization.

The City and Chamber have a decades long relationship of promoting and celebrating the community. This relationship includes partnering on past SummerFest events and activities as well as the Celebrate Ankeny 2021 event held during COVID. The event is held annually and the City's participation includes hosting activities on City-owned property, closing certain streets for the event and parades, and providing in-kind support services through the Police, Fire/EMS, Public Works, Communications, Utilities, and Parks & Recreation departments. Staff from the City Manager's Office are also involved in event planning, accounting, and reporting.

An accounting of the City's obligation of resources, operational impacts, and costs associated with supporting the event is maintained for cost allocation purposes. This cost is reviewed with the City Council after the event, which occurs through a presentation of a financial report that is requested to be received and filed. The most recent 2025 report is attached to this agenda item. The in-kind services and miscellaneous costs for the SummerFest and Celebrate Ankeny events are paid from the City Council authorized funds allocated from the Hotel/Motel Tax Fund that is discussed during the City's annual budget process.

CITY MANAGER/STAFF RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce regarding SummerFest 2026.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

Resolution No. 2007-201; SummerFest Policy approved by Motion of Council of 03/07/2011; Resolution No. 2024-123; Resolution 2025-284; and Annual SummerFest Reports - most recently SummerFest Memo 2025.

FISCAL IMPACT

Costs associated with supporting the SummerFest event are specifically included in the City Manager recommended FY2027 budget. Funds from the Hotel/Motel Tax Fund are used to offset the staff resources and miscellaneous expenses incurred. Excluding the 2021 Celebrate Ankeny event, the five-year average expenditure to support SummerFest has been approximately $50,000 annually. The in-kind support provided to the 2025 SummerFest event was approximately $49,329.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Summerfest Resolution 2026
2. SummerFest Contract Ankeny Chamber 2026
3. 2025 Summerfest Report

RESOLUTION 2026-XXX

Resolution authorizing the Mayor to sign an event agreement to provide in-kind services to the Ankeny Area Chamber of Commerce in support of Summerfest 2026 and Summerfest parades

---

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, Uptown, and on City streets; and

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District and Uptown have been requested by the Chamber to be approved for closure during SummerFest; and

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest; and

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during Summerfest at The District; and

WHEREAS, the City is the owner of the park known as the Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night in Uptown during SummerFest; and

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, and City Parks, be used for the purpose of SummerFest and SummerFest Parades; and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of SummerFest and the SummerFest Parades and have agreed to a set of terms and conditions, a copy of which agreement is hereto attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Event Agreement on behalf of the City of Ankeny, Iowa, authorizing the Chamber the use of City Streets, City Parking Lots, and City Parks as set forth in the Event Agreement.

PASSED AND APPROVED on this 6th day of April, 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Ankeny, an Iowa municipal corporation (hereinafter "City"), and the Ankeny Area Chamber of Commerce (hereinafter "Chamber").

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, City parks, and on City streets;

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during SummerFest (collectively referred to herein as the "City Streets");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest (collectively referred to herein as the "City Parking Lots");

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during SummerFest (referred to herein as the "City Park");

WHEREAS, the City is the owner of the park known as Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night during SummerFest (referred to herein as the "AMP");

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, AMP, and City Park (collectively referred to herein as the "Event Property") be used for the purpose of SummerFest (the "Event") and SummerFest Parades (the "Event Parades"); and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement**: The term of this Agreement shall commence on the 5th day of July 2026, and shall last the duration of the Event, terminating on the 13th day of July 2026 (the "Term").

2. **Location; Use**: The Chamber is hereby authorized to use the Event Property for the purposes of the Event and Event Parades during the Term.

3. **Duties and Obligations of Chamber**: Duties and obligations of the Chamber shall include, but are not limited to, those as described herein:

    a) Organize, staff, manage, promote and pay for costs associated with the Event and Event Parades that are not otherwise covered by the City's in-kind resource allocation.

iv. Stop signs at the Event site as required by the City;
v. Traffic control design assistance for the Event Parades; and
vi. Temporary posts and barrier ropes around the safety zone for the Event firework display area.

k) City Municipal Utility Department resources as deemed necessary and available by the City, including temporary water meter installations at a maximum of six locations for the Event.

5. **Liability of City**: The City shall not be liable for any damage, loss or injury to the person, property or effects of Chamber or any vendor, agent, servant, employee, patron or participant in the Event or Event Parades on, in or about the Event Property during the Event or Event Parades activities other than through the negligence attributed to the City. To the fullest extent permitted by law, the Chamber shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by the Chamber, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, the Chamber shall not be required to indemnify the City from the consequences of the City's own negligence.

6. **Insurance**: The Chamber shall carry and maintain during the entire term hereof at Chamber's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars ($2,000,000). City shall be named as an additional insured on said policy. The Chamber shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Event and Event Parades. The Chamber shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

7. **Completeness of Agreement and Modification**: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

8. **Certification of Authority**: The undersigned certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber respectively and have full authority to bind the City and the Chamber in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By:_____
Bobbi B. Bentz, Mayor

Attest:

By:_____
Michelle Yuska, City Clerk

Ankeny Area Chamber of Commerce

By:_____
Jamie Anderson, Executive Director

Jennifer Sease
Administrative Services Director
515-965-6409
jsease@ankenyiowa.gov

Memorandum

To: Mayor and City Council
Date: August 12, 2025
Re: SummerFest 2025 Report

Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny SummerFest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a SummerFest Policy, which established that the City would continue to provide an annual subsidy, within its fiscal capacity, as long as the Ankeny Area Chamber of Commerce managed the event. The policy capped the City's maximum contribution for in-kind services at $50,000 per year, funded by the hotel/motel tax fund. The FY 2026 maximum contribution has been adjusted approximately 7% and is approved in the hotel/motel tax fund budget.

Financial and Operational Impacts

The table below represents the history of the City's SummerFest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

SummerFest 2011	$ 41,768.11	SummerFest 2018	$ 58,657.37
SummerFest 2012	49,595.20	SummerFest 2019	59,180.95
SummerFest 2013	61,251.89	Celebrate Ankeny 2021	12,838.13
SummerFest 2014	47,392.21	SummerFest 2022	54,630.06
SummerFest 2015	46,918.98	SummerFest 2023	38,988.49
SummerFest 2016	45,615.81	SummerFest 2024	49,470.40
SummerFest 2017	58,742.52	SummerFest 2025	49,329.48

The table below represents the departmental costs related to SummerFest 2025:

Department	Personnel Costs Regular	Personnel Costs Overtime	Miscellaneous Costs	Total
City Clerk	$ 541.45	$ -	$ -	$ 541.45
Fire	3,339.65	1,494.25	1,180.88	6,014.78
IT	494.61	22.69	-	517.30
Park Maintenance	1,339.78	-	1,248.20	2,587.98
Police	3,319.97	22,470.92	-	25,790.89
Public Works	1,184.17	5,054.26	4,653.84	10,892.27
Water	237.10	796.93	663.87	1,697.90
Wastewater	-	744.35	542.56	1,286.91
Total	$ 10,456.73	$ 30,583.40	$ 8,289.35	$ 49,329.48

The FY 2026 budget allocated $54,000 from the hotel/motel tax fund for SummerFest 2025. Actual departmental expenditures for SummerFest 2025 totaled $49,329.48, coming in $4,670.52 under budget. This event marks the fourth year at The District at Prairie Trail. Increased familiarity with the venue and improved operational efficiencies, particularly within the Police Department, have helped stabilize total costs year over year. Looking ahead, the FY 2027 budget allocation for SummerFest 2026 is expected to increase to accommodate cost-of-living salary adjustments and inflation.

Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with SummerFest 2025. It also demonstrates the City's commitment to SummerFest and provides valuable information to the Ankeny Area Chamber of Commerce.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to set public hearings on the 2026 Tobacco Compliance Checks and direct the City Clerk to provide notice of such hearings. (date of hrg: 5/18/26 @ 5:30 p.m.)

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Motion

LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the City Council is to set public hearings on violations of tobacco sales.

In accordance with the Iowa Code Section 453A.2(1) and the City of Ankeny Code of Ordinances, Chapter 46.01 Cigarettes and Tobacco, 2026 Tobacco Compliance Checks were performed and the Ankeny Police Department has filed the following Complaints with the City Clerk:

1. ABC Smoke, 1325 SW Oralabor Rd, Ste 204, Ankeny - January 23, 2026 - first violation
2. Casey's #3934, 1515 SE Corporate Woods Dr., Ankeny - February 15, 2026 - first violation
3. Fareway #909, 109 SE Oralabor Rd, Ankeny - January 23, 2026 - first violation
4. First Smoke & Liquor, 316 S Ankeny Blvd, Ankeny – February 15, 2026 – second violation
5. Git-N-Go, 2811 SW Oralabor Rd, Ankeny - January 23, 2026 - first violation
6. Git-N-Go, 2811 SW Oralabor Rd, Ankeny - March 10, 2026 - second violation
7. Jake's Pub, 605 N Ankeny Blvd, Ankeny - February 15, 2026 - first violation
8. Kwik Star #1016, 202 SE Oralabor Rd, Ankeny - January 23, 2026 - first violation
9. Kwik Star #1016, 202 SE Oralabor Rd, Ankeny - March 10, 2026 - second violation

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the motion to set public hearings on the 2026 Tobacco Compliance Checks and direct the City Clerk to provide notice of such hearings.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Approval of this specific item, setting Public Hearings, does not carry a financial impact. However, subsequent action could impact future revenue received by the City. The City may receive a payment in the amount of three-hundred dollars ($300) for each first violation and one-thousand five-hundred ($1,500) for each second violation.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. NOH - Tobacco Violation - 1st Violation
2. Hearing Complaint & Acknowledgement-Settlement Agreement - 1st violation
3. NOH - Tobacco Violation - 2nd Violation
4. Hearing Complaint & Acknowledgement-Settlement Agreement - 2nd violation

April 7, 2026

NOTICE OF HEARING

FIRST VIOLATION

Re: Permit Holder

The City of Ankeny has scheduled a hearing before the City Council at 5:30 p.m. on May 18, 2026, to be held in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa. The Hearing Complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving or otherwise supplying any tobacco, tobacco products or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgement/Settlement Agreement, returning the original copy, properly signed and dated, to:

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

no later than (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of $300.00, made payable to the "City of Ankeny". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

Should you have any questions, you may reach me by phone at (515) 965-6405.

City of Ankeny, Iowa

cc
2/encs:

Michelle Yuska, City Clerk
City of Ankeny
410 W 1st Street
Ankeny, Iowa 50023-1557

HEARING COMPLAINT
1st VIOLATION

IN RE:
Permit Holder
Street Address
Ankeny, Iowa

Legal Owner
Legal Address
(Obtained from permit)

HEARING COMPLAINT

The City of Ankeny hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."

2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars ($300.00) for a first violation of Iowa Code Section 453A.2(1).

3. On or about January 23, 2026, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the Compliance Check and Complaint is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ankeny requests the Ankeny City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of three hundred dollars ($300.00) against Retail Permit Holder.

City of Ankeny

_____
Michelle Yuska, City Clerk
410 W 1st Street
Ankeny, Iowa 50023

ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT
1st VIOLATION

IN RE:

Permit Holder
Street Address
Ankeny, Iowa

Legal Owner
Legal Address
(Obtained from permit)

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on January XX, 2026 will count as an official "First Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I/(we) have enclosed a check for the amount of $300.00 made payable to the City of Ankeny to settle the above-referenced complaint. I (We) understand that in order to conclude this matter the Mayor of the City of Ankeny must approve this settlement agreement.

_____ _____

_____ _____

_____
DATE

NOTE: This must be signed by an individual cigarette/tobacco/nicotine/vapor permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the City of Ankeny should be returned to

City of Ankeny
Attn: City Clerk
410 W 1st Street
Ankeny, Iowa 50023

April 7, 2026

NOTICE OF HEARING

SECOND VIOLATION

Re: Permit Holder

The City of Ankeny has scheduled a hearing before the City Council at 5:30 p.m. on May 18, 2026, to be held in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa. The Hearing Complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory civil penalty of a $1,500.00 fine or a 30 day cigarette permit suspension prescribed by Iowa Code section 453A.22(2)(b) for the violation of Iowa Code section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgement/Settlement Agreement, returning the original copy, properly signed and dated, to:

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

no later than (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of $1,500.00, made payable to the "City of Ankeny". Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a second violation under Iowa Code section 453A.22(2), and will conclude the matter.

Should you have any questions, you may reach me by phone at (515) 965-6405.

City of Ankeny, Iowa

Michelle Yuska, City Clerk
City of Ankeny
410 W 1st Street
Ankeny, Iowa 50023-1557

2/encs

HEARING COMPLAINT
2nd VIOLATION

IN RE:
Permit Holder
Street Address
Ankeny, Iowa

Legal Owner
Legal Address
(Obtained from permit)

HEARING COMPLAINT

The City of Ankeny hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."

2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of a one thousand, five hundred dollars ($1,500.00) fine or a thirty day cigarette permit suspension for a second violation of Iowa Code section 453A.2(1) within two years.

3. On or about January 23, 2026, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to a person under twenty-one years of age. A copy of the Compliance Check and Complaint is attached and incorporated herein.

4. On *Month, Day, Year,* the permittee was issued a sanction for a first violation of Iowa Code section 453A.2.

5. Therefore, in accordance with Iowa law, the City of Ankeny requests the Ankeny City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of a one thousand, five hundred dollars ($1,500.00) fine or a thirty day cigarette permit suspension against Retail Permit Holder.

City of Ankeny

_____
Michelle Yuska, City Clerk
410 W 1st Street
Ankeny, Iowa 50023

ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT
2nd VIOLATION

IN RE:
Permit Holder
Street Address
Ankeny, Iowa

Legal Owner
Legal Address
(Obtained from permit)

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I (We) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (We) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (We) understand that the violation on January XX, 2026 will count as an official "Second Violation" of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22. I (We) understand that the penalty for this second violation is a $1,500.00 fine or a suspension of my (our) cigarette/tobacco/nicotine/vapor permit for 30 days, beginning on the date that will be specified in the official City of Ankeny order that I will receive. I (We) understand that in order to conclude this matter the Mayor must approve this settlement agreement.

_____ _____

_____ _____

_____
DATE

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:
□ $1,500 fine

□ 30-day cigarette/tobacco/nicotine/vapor permit suspension

NOTE: This must be signed by an individual cigarette/tobacco/nicotine/vapor permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, as well as a check in the amount of $1,500.00 (if choice of penalty is fine) made payable to the City of Ankeny should be returned to

City of Ankeny
Attn: City Clerk
410 W 1st Street
Ankeny, Iowa 50023

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to set public hearing on Amendment of Current City Budget for Fiscal Year July 1, 2025 - June 30, 2026 and direct City Clerk to publish notice of such hearing (date of hrg: 4/20/26 @ 5:30 p.m.).

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

The FY 2026 budget amendment includes the following changes:

- Amended revenues include increases in the use of money and property due to interest income, as well as increases in intergovernmental revenues due to a special census refund and payroll reimbursements from the Polk County Aviation Authority. The decrease in charges for service is due to reduced water usage resulting from the Central Iowa Water Works lawn watering ban.
- Amended expenditures include increases due to the carryover of capital equipment purchases from FY 2025 to FY 2026 and the timing of capital projects in the capital projects fund and enterprise funds.
- Transfers in and transfers out include increases due to the transfer of funds from the general fund to the capital projects reserve fund.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend setting a public hearing on the proposed amendment of current city budget for fiscal year July 1, 2025 - June 30, 2026.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Overall, the budget amendment includes excess revenues and other sources under expenditures and transfers out of $4,395,462.

PUBLIC OUTREACH EFFORTS

Notice of public hearing will be published in the Des Moines Register on April 8, 2026.

ACTION REQUESTED

ATTACHMENTS

1. Notice of Public Hearing

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of ANKENY
Fiscal Year July 1, 2025 - June 30, 2026

The City of ANKENY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 4/20/2026 05:30 PM	**Contact:** Jennifer Sease	**Phone:** (515) 965-6400

Meeting Location: Ankeny Kirkendall Public Library Council Chambers

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	57,387,771	0	57,387,771
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	57,387,771	0	57,387,771
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	8,322,035	268,525	8,590,560
Other City Taxes	6	4,423,831	181,000	4,604,831
Licenses & Permits	7	2,028,600	45,800	2,074,400
Use of Money & Property	8	6,472,083	568,103	7,040,186
Intergovernmental	9	14,337,817	569,404	14,907,221
Charges for Service	10	52,508,679	-710,150	51,798,529
Special Assessments	11	0	76,685	76,685
Miscellaneous	12	5,228,899	-450,912	4,777,987
Other Financing Sources	13	43,417,878	-220,805	43,197,073
Transfers In	14	19,886,752	6,606,442	26,493,194
Total Revenues & Other Sources	15	214,014,345	6,934,092	220,948,437
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	35,885,283	378,396	36,263,679
Public Works	17	10,288,758	1,020,900	11,309,658
Health and Social Services	18	0	0	0
Culture and Recreation	19	12,457,080	283,566	12,740,646
Community and Economic Development	20	6,162,512	228,246	6,390,758
General Government	21	5,639,443	136,767	5,776,210
Debt Service	22	27,055,475	2,678	27,058,153
Capital Projects	23	29,219,591	-1,738,880	27,480,711
Total Government Activities Expenditures	24	126,708,142	311,673	127,019,815
Business Type/Enterprise	25	71,339,485	4,411,439	75,750,924
Total Gov Activities & Business Expenditures	26	198,047,627	4,723,112	202,770,739
Transfers Out	27	19,886,752	6,606,442	26,493,194
Total Expenditures/Transfers Out	28	217,934,379	11,329,554	229,263,933
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,920,034	-4,395,462	-8,315,496
Beginning Fund Balance July 1, 2025	30	143,289,087	23,756,733	167,045,820
Ending Fund Balance June 30, 2026	31	139,369,053	19,361,271	158,730,324

Explanation of Changes: Amended revenues include increases in the use of money and property due to interest income, as well as increases in intergovernmental revenues due to a special census refund and payroll reimbursements from the Polk County Aviation Authority. The decrease in charges for service is due to reduced water usage resulting from the Central Iowa Water Works lawn watering ban. Amended expenditures include increases due to the carryover of capital equipment purchases from FY 2025 to FY 2026 and the timing of capital projects in the capital projects fund and enterprise funds. Transfers in and transfers out include increases due to the transfer of funds from the general fund to the capital projects reserve fund.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Consider motion to set public hearing on Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2026 - June 30, 2027 and direct City Clerk to publish notice of such hearing (date of hrg: 4/20/26 @ 5:30 p.m.).

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

The fiscal year July 1, 2026 - June 30, 2027 property tax levy is proposed to remain at $9.90 per $1,000 of taxable valuation. Additional property tax revenue is necessary to maintain current service levels and meet the needs of a growing community.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend setting a public hearing on the proposed adoption of budget and certification of city taxes for fiscal year July 1, 2026 - June 30, 2027.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

The operating funds (general, road use tax, police and fire retirement and other employee benefits) budget workshop was held on February 9, 2026 and the hotel/motel tax fund and enterprise funds (solid waste, water, sewer and storm water) budget workshop was held on February 23, 2026.

FISCAL IMPACT

The proposed property tax levy for Fiscal Year July 1, 2026 - June 30, 2027 of $9.90 per $1,000 of taxable valuation generates total property taxes of $62,529,927 across all funds (general, police and fire retirement, other employee benefits and debt service).

PUBLIC OUTREACH EFFORTS

Notice of public hearing will be published in the Des Moines Register on April 8, 2026.

A budget public information meeting is scheduled for April 13, 2026.

ACTION REQUESTED

ATTACHMENTS

1. Notice of Public Hearing

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2026 - June 30, 2027

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library Council Chambers Meeting Date: 4/20/2026 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-budget-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per $1000 valuation on regular property 9.90000

The estimated tax levy rate per $1000 valuation on Agricultural property is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2027	Re-estimated FY 2026	Actual FY 2025
Revenues & Other Financing Sources				
Taxes Levied on Property	1	62,529,927	57,387,771	54,078,623
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	62,529,927	57,387,771	54,078,623
Delinquent Property Taxes	4	0	0	3,830
TIF Revenues	5	7,855,949	8,590,560	7,933,448
Other City Taxes	6	4,696,079	4,604,831	4,767,927
Licenses & Permits	7	2,231,638	2,074,400	2,782,499
Use of Money and Property	8	5,494,969	7,040,186	7,990,420
Intergovernmental	9	14,327,549	14,907,221	13,334,811
Charges for Fees & Service	10	55,978,320	51,798,529	52,001,676
Special Assessments	11	0	76,685	1,231,174
Miscellaneous	12	4,320,335	4,777,987	4,401,787
Other Financing Sources	13	48,198,004	43,197,073	24,375,157
Transfers In	14	17,137,477	26,493,194	18,058,790
Total Revenues and Other Sources	15	222,770,247	220,948,437	190,960,142
Expenditures & Other Financing Uses				
Public Safety	16	38,004,645	36,263,679	32,935,942
Public Works	17	11,102,258	11,309,658	9,594,099
Health and Social Services	18	0	0	0
Culture and Recreation	19	12,975,335	12,740,646	11,185,718
Community and Economic Development	20	5,218,763	6,390,758	6,077,754
General Government	21	6,385,628	5,776,210	5,039,967
Debt Service	22	28,750,303	27,058,153	26,083,554
Capital Projects	23	41,698,591	27,480,711	29,334,725
Total Government Activities Expenditures	24	144,135,523	127,019,815	120,251,759
Business Type / Enterprises	25	57,817,129	75,750,924	45,695,854
Total ALL Expenditures	26	201,952,652	202,770,739	165,947,613
Transfers Out	27	17,137,477	26,493,194	18,058,790
Total ALL Expenditures/Transfers Out	28	219,090,129	229,263,933	184,006,403
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	3,680,118	-8,315,496	6,953,739
Beginning Fund Balance July 1	30	158,730,324	167,045,820	160,092,081
Ending Fund Balance June 30	31	162,410,442	158,730,324	167,045,820

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Ord 2250 Consider motion to accept third consideration of **ORDINANCE 2250**, an Ordinance amending Chapter 132 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Peddler, Solicitor, and Transient Merchants, sending it on its final passage and publication as required by law.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

This ordinance amends the City's Transient Merchant regulations to establish a narrowly tailored exemption for vendors selling goods at permitted or approved craft fairs, vendor shows, festivals, and similar temporary events. The exemption applies only to transient merchants who operate exclusively during the event and under the authorization and oversight of the event organizer.

Under current regulations, transient merchants are generally required to obtain individual permits prior to conducting sales within the City. While appropriate for independent sales activity, this requirement can create duplicative administrative burdens for vendors participating in organized events that already operate under defined timeframes, locations, and oversight conditions.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve consideration of an Ordinance amending Chapter 132 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Peddler, Solicitor, and Transient Merchants

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Proposed Ordinance - Transient Merchants
2. 132.16 License Exemptions - current code of ordinances

ORDINANCE 2244

An Ordinance amending Chapter 132 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Peddler, Solicitor, and Transient Merchants

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

SECTION 1. SECTION MODIFIED: That Section 132.16 License Exemptions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

132.16 LICENSE EXEMPTIONS.

The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.

2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations.

3. Local Residents and Farmers. Local residents and farmers who offer for sale their own produce on private property.

4. Students. Students representing the local school district conducting projects sponsored by organizations recognized by the school.

5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.

6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purpose of selling products for resale or institutional use.

7. City-sponsored and/or community events held on City property.

8. Minor Businesses. An on-site transactional business traditionally operated exclusively by a person under the age of 18, operated on an occasional basis for no more than 89 calendar days in a calendar year.

9. Transient Merchants selling goods at a permitted or approved craft fair, vendor show, festival, or similar temporary event, where sales occur during the event and under the authorization of the event organizer.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 6th day of April, 2026.

Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the 10th day of April, 2026

1st Consideration 03/02/2026
2nd Consideration 03/16/2026
3rd Consideration 04/06/2026

132.16 LICENSE EXEMPTIONS.
The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.

2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations.

3. Local Residents and Farmers. Local residents and farmers who offer for sale their own produce on private property.

4. Students. Students representing the local school district conducting projects sponsored by organizations recognized by the school.

5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.

6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.

7. City-sponsored and/or community events held on City property.

8. Minor Businesses. An on-site transactional business traditionally operated exclusively by a person under the age of 18, operated on an occasional basis for no more than 89 calendar days in a calendar year.

(Code of Iowa, Sec. 364.3[13])

(Ord. 2067 - Sep. 21 Supp.)

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Ord 2252 An Ordinance amending Chapter 90 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to ownership of water service pipes.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL
No Legal Review Required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:
Consider motion to accept second consideration of ORDINANCE 2252.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)
November 17, 2025 Council Action Planning meeting

FISCAL IMPACT
The recommended policy change is expected to reduce ongoing City costs and staffing pressures associated with water service line/curb box excavations by shifting responsibility for the City-owned portion of the service line to the property owner.

Operationally, the City's partial ownership has created growing demands on excavation crews, staffing, and budgets. Service line and curb box work has represented an increasing share of City excavations and staff time—rising to 70% of all excavations done by Water staff in FY2025. In FY2025 alone, this work required approximately 1,777 hours of Water staff time and 522 hours of Public Works staff time.

Costs are also increasing. The average cost per excavation increased from $3,828 (2022) to $5,217 (2025 through 10/31), with an average total expense increase of 37% per year since 2022. Total costs for this work

increased from $145,471 (2022) to $380,490 (2025).

Staying with the current ownership practice will require additional staffing and equipment. In the short-term (1-2 years), there would be a request for two additional water staff to have a rotation to keep an excavation crew working additional time over the course of a year. In the long-term (2+ years), there would be a need to field a second excavation team of three to four water employees and equipment as well as additional Public Works staff for concrete work.

Changing ownership will allow staff to shift more time and resources to the following:

- Complete backlogged preventative work within the water system, benefiting all customers as opposed to individual customers.
- Exercise valves, paint hydrants, update the GIS system, and conduct water meter audits of commercial customers.
- Dedicate more time to meter change outs and hydrant flushing within older neighborhoods.

With staff's recommendation, some repair and replacement costs would shift from the City to individual property owners. Staff therefore recommends pairing the code amendment with a communication plan and providing information on service line protection program options to mitigate affordability concerns and reduce customer financial risk. The effective date of this proposed policy amendment would be July 1, 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2252.

ATTACHMENTS

1. Water Service Line Ordinance Amendments 2026
2. Chapter 90 Redline

ORDINANCE XXXX

An Ordinance Amending Chapter 90 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to ownership of water service pipes

---

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

SECTION 1. SECTION MODIFIED: That Section 90.01 Definitions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

90.01 DEFINITIONS

The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Administrator" means the Administrator of the City water system or any duly authorized assistant, agent or representative.
4. "Water main" means a water supply pipe provided for public or community use.
5. "Water service pipe" means the pipe from the water main to the building served including service saddle, corp stop and stop box assembly. For commercial fire or service pipe the connection is defined as the mechanical joint or flange connection to the water main tee. This includes the tapping sleeve assembly if used to make a connection to the existing water main.
6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, distributing and metering water.

SECTION 2. SECTION MODIFIED: That Section 90.06 Fee For Permit of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

90.06 FEE FOR PERMIT.

Before any permit is issued the person who makes the application shall pay the fee according to the current Fee Schedule plus the cost of the water meter for residential premises and the fee according to the current Fee Schedule plus the cost of the water meter for commercial premises to the City to cover the cost of issuing the permit and supervising, regulating, and inspecting the work and to reimburse the City for costs borne by the City in making water service available to the property served.

SECTION 3. SECTION MODIFIED: That Section 90.10 Tapping Mains of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

90.10 TAPPING MAINS.

All taps into water mains must use materials approved by SUDAS and City of Ankeny SUDAS Supplemental Specifications and shall be made by or under the direct supervision of the Administrator and in accord with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building or premises shall be supplied from one tap unless special written permission is obtained from the Administrator and unless provision is made so that each house, building or premises may be shut off independently of the other.

2. Sizes and Location of Taps. The size of the lateral and service lines shall be as follows:

A. For single-family dwellings, one-inch from water main to water meter;

B. For individual, attached dwellings, one-inch from water main to water meter, and each dwelling unit must be served by a separate service curb stop shutoff valve and meter;

C. For multi-family dwellings of 3 units and above sharing a single service line, the approved size shall be calculated and submitted to the Administrator for authorization.

D. Where a larger connection than a one-inch tap is desired, the size and method of tapping shall be authorized by the Administrator. All taps in the mains shall be made in the top half of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two (2) feet of the joint in the main. Saddles are required for taps up to and including two-inch diameter. Taps greater than two-inch diameter require tapping sleeve and valve.

3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Administrator, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.

4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Administrator in such form as the Administrator shall require.

5. Costs. All costs and expenses incident to the tapping into a water main and installation of the corporation stop, service pipe and curb stop shutoff valve shall be borne by the property owner.

6. Individual curb stop shutoff valves shall be located outside of buildings within an easement, right-of-way, or other location as approved by the Administrator.

SECTION 4. SECTION MODIFIED: That Section 90.12 Responsibility For Water Service Pipe of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

90.12 RESPONSIBILITY FOR WATER SERVICE PIPE.

All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the water main valve to the building served shall be borne by the property owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

SECTION 5. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 6. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th day of April, 2026.

Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the 5th day of February, 2026

1st Consideration 03/16/2026
2nd Consideration 04/06/2026
3rd Consideration 04/20/2026

CHAPTER 90

WATER SERVICE SYSTEM

90.01 Definitions
90.02 Administrator's Duties
90.03 Mandatory Connections
90.04 Abandoned Connections
90.05 Permit
90.06 Fee for Permit
90.07 Compliance with Plumbing Code
90.08 Plumber Required
90.09 Excavations
90.10 Tapping Mains
90.11 Installation of Water Service Pipe
90.12 Responsibility for Water Service Pipe
90.13 Failure to Maintain
90.14 Curb Stop Shutoff Valve
90.15 Interior Valve
90.16 Inspection and Approval
90.17 Completion by the City
90.18 Shutting off Water Supply
90.19 Operation of Curb Stop Shutoff Valve and Hydrants
90.20 Water Supply
90.21 Prohibited Acts
90.22 Reasons for Discontinuance of Water Service
90.23 Penalties

90.01 DEFINITIONS.
The following terms are defined for use in the chapters in this Code of Ordinances pertaining to the Water Service System:

1. "Combined service account" means a customer service account for the provision of two or more utility services.

2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.

3. "Administrator" means the Administrator of the City water system or any duly authorized assistant, agent or representative.

4. "Water main" means a water supply pipe provided for public or community use. ~~and includes service connections up to and including the curb stop shutoff valve.~~

5. "Water service pipe" means the pipe from the water main ~~curb stop shutoff valve~~ to the building served including service saddle, corp stop and stop box assembly. For commercial fire or service pipe the connection is defined as the mechanical joint or flange connection to the water main tee. This includes the tapping sleeve assembly if used to make a connection to the existing water main.

6. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating, distributing and metering water.

(Ord. 1719 – Apr. 12 Supp.)

90.02 ADMINISTRATOR'S DUTIES.
The Administrator shall supervise the installation of water service pipes and their connection to the water main and enforce all regulations pertaining to water services in the City in accordance with this chapter. This chapter shall apply to all replacements of existing water service pipes as well as to new ones. The Administrator shall make such rules, not in conflict with the provisions of this chapter, as may be needed for the detailed operation of the water system, subject to the approval of the Council. In the event of an emergency the Administrator may make temporary rules for the protection of the system until due consideration by the Council may be had.

(Code of Iowa, Sec. 372.13[4])

90.03 MANDATORY CONNECTIONS.
The owners of any houses, buildings or structures used for human occupancy, employment or use, situated within the City and abutting on any street, alley or right-of-way in which there is located a public water main are hereby required to connect such facilities to the City's public water system in accordance with the provisions of these Water Service chapters within sixty (60) days after the date of official notice to do so, provided that said public water main is located within two hundred (200) feet of the property line of such owner.

90.04 ABANDONED CONNECTIONS.
When an existing water service is abandoned or a service is renewed with a new tap in the main, all abandoned connections with the mains shall be turned off at the corporation stop, capped, and made absolutely watertight.

90.05 PERMIT.
Before any person makes a connection with the public water system, a written permit must be obtained from the City. The application for the permit shall include a legal description of the property, the name of the property owner, the name and address of the person who will do the work, and the general uses of the water. If the proposed work meets all the requirements of this chapter and if all fees required under this chapter have been paid, the permit shall be issued. Work under any permit must be completed within sixty (60) days after the permit is issued, except that when such time period is inequitable or unfair due to conditions beyond the control of the person making the application, an extension of time within which to complete the work may be granted. The permit may be revoked at any time for any violation of these chapters.

90.06 FEE FOR PERMIT.
Before any permit is issued the person who makes the application shall pay the fee according to the current Fee Schedule ~~$150.00~~ plus the cost of the water meter for residential premises and the fee according to the current Fee Schedule ~~$250.00~~ plus the cost of the water meter for commercial premises to the City to cover the cost of issuing the permit and supervising, regulating, and inspecting the work and to reimburse the City for costs borne by the City in making water service available to the property served.

(Code of Iowa, Sec. 384.84)

90.07 COMPLIANCE WITH PLUMBING CODE.
The installation of any water service pipe and any connection with the water system shall comply with all pertinent and applicable provisions, whether regulatory, procedural or enforcement provisions, of *International Plumbing Code* and the Iowa Public Health Department rules (IAC 641-25.5) for backflow prevention.

(Ord. 1719 – Apr. 12 Supp.)

90.08 PLUMBER REQUIRED.
All installations of water service pipes and connections to the water system shall be made by a plumber licensed by the State.

(Ord. 1987 – Mar. 20 Supp.)

90.09 EXCAVATIONS.
All trench work, excavation, and backfilling required in making a connection shall be performed in accordance with applicable excavation provisions as provided for installation of building sewers and/or the provisions of Chapter 151 of this Code of Ordinances.

90.10 TAPPING MAINS.
All taps into water mains must use materials approved by SUDAS and City of Ankeny SUDAS Supplemental Specifications and shall be made by or under the direct supervision of the Administrator and in accord with the following:

(Code of Iowa, Sec. 372.13[4])

1. Independent Services. No more than one house, building or premises shall be supplied from one tap unless special written permission is obtained from the Administrator and unless provision is made so that each house, building or premises may be shut off independently of the other.

2. Sizes and Location of Taps. The size of the lateral and service lines shall be as follows:

A. For single-family dwellings, one-inch from water main to water meter;

B. For ~~two-family~~individual, attached dwellings, one-inch from water main to water meter, and each dwelling unit must be served by a separate service curb stop shutoff valve and meter;

(Ord. 1719 – Apr. 12 Supp.)

C. For multi-family dwellings of 3 units and above sharing a single service line, the approved size shall be calculated and submitted to the Administrator for authorization.~~to 7 dwelling units, one-inch from water main to meter;~~

~~D. For multi-family dwellings of 8 to 24 dwelling units, two-inch copper pipe or three-inch C900 polyvinyl chloride (PVC) pipe from water main to curb stop shutoff valve and one-inch from each curb stop shutoff valve to each water meter if each unit is served by a separate curb stop shutoff valve and meter; or two-inch copper pipe or three-inch C900 PVC pipe from water main to water meter if all units are served by one meter;~~

~~***(Ord. 1719 – Apr. 12 Supp.)***~~

~~E. For multiple dwellings of 25 dwelling units and above, three-inch copper pipe or four-inch C900 PVC from water main to curb stop shutoff valve and one-inch from each curb stop shutoff valve to each water meter if each unit is served by a separate curb stop shutoff valve and meter; or three-inch copper pipe or four-inch C900 PVC pipe from water main to water meter if all units are served by one meter.~~

(Ord. 1719 – Apr. 12 Supp.)

~~F.~~D. Where a larger connection than a one-inch tap is desired, the size and method of tapping shall be authorized by the Administrator. All taps in the mains shall be made in the top half of the pipe, at least eighteen (18) inches apart. No main shall be tapped nearer than two (2) feet of the joint in the main. Saddles are required for taps up to and including two-inch diameter. Taps greater than two-inch diameter require tapping sleeve and valve.

(Ord. 1719 – Apr. 12 Supp.)

3. Corporation Stop. A brass corporation stop, of the pattern and weight approved by the Administrator, shall be inserted in every tap in the main. The corporation stop in the main shall be of the same size as the service pipe.

4. Location Record. An accurate and dimensional sketch showing the exact location of the tap shall be filed with the Administrator in such form as the Administrator shall require.

5. Costs. All costs and expenses incident to the tapping into a water main and installation of the corporation stop, service pipe and curb stop shutoff valve shall be borne by the property owner.

(Ord. 1719 – Apr. 12 Supp.)

6. Individual curb stop shutoff valves shall be located outside of buildings within an easement, right-of-way, or other location as approved by the Administrator.

(Ord. 1719 – Apr. 12 Supp.)

90.11 INSTALLATION OF WATER SERVICE PIPE.
Water service pipes from the curb stop shutoff valve to the meter setting must be laid sufficiently waving, and to such depth, as to

prevent rupture from settlement or freezing. After the main or lateral water service lines are laid, the excavation shall be refilled with dirt or manufactured sand. If refilled with dirt, it must be in layers with each layer thoroughly compacted to prevent settlement. The surface of the area excavated must be returned to its condition prior to the excavation and to the satisfaction of the City. The service line shall be of a material specified in the Ankeny Supplemental Specifications.

(Ord. 1987 – Mar. 20 Supp.)

90.12 RESPONSIBILITY FOR WATER SERVICE PIPE.
All costs and expenses incident to the installation, connection, and maintenance of the water service pipe from the ~~curb stop shutoff~~water main valve to the building served shall be borne by the property owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe.

(Ord. 1719 – Apr. 12 Supp.)

90.13 FAILURE TO MAINTAIN.
When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance the City may discontinue water service, correct the nuisance and assess the costs thereof to the property.

(Code of Iowa, Sec. 364.12[3a & h])

90.14 CURB STOP SHUTOFF VALVE.
There shall be installed within the public right-of-way, or within an easement granted to the City, a main curb stop shutoff valve on the water service pipe of a pattern approved by the Administrator. The curb stop shutoff valve shall be constructed to be visible and even with the pavement or ground.

(Ord. 1719 – Apr. 12 Supp.)

90.15 INTERIOR VALVE.
There shall be installed a shutoff valve on every service pipe inside the building as close to the entrance of the pipe within the building as possible and so located that the water can be shut off conveniently ahead of the meter installation. Where one service pipe supplies more than one customer within the building, there shall be separate valves for each such customer so that service may be shut off for one without interfering with service to the others.

(Ord. 1719 – Apr. 12 Supp.)

90.16 INSPECTION AND APPROVAL.
All water service pipes and their connections to the water system must be inspected and approved in writing by the code enforcement officer before they are covered, and the code enforcement officer shall keep a record of such approvals. If the code enforcement officer refuses to approve the work, the plumber or property owner must proceed immediately to correct the work. Every person who uses or intends to use the municipal water system shall permit the code enforcement officer to enter the premises to inspect or make necessary alterations or repairs at all reasonable hours and on proof of authority.

90.17 COMPLETION BY THE CITY.
Should any excavation be left open or only partly refilled for twenty-four (24) hours after the water service pipe is installed and connected with the water system, or should the work be improperly done, the City shall have the right to finish or correct the work, and the Council shall assess the costs to the property owner or the plumber. If the plumber is assessed, the plumber must pay the costs before receiving another permit. If the property owner is assessed, such assessment may be collected with and in the same manner as general property taxes.

(Code of Iowa, Sec. 364.12[3a & h])

90.18 SHUTTING OFF WATER SUPPLY.
The Administrator may shut off the supply of water to any customer because of any violation of the regulations contained in these Water chapters. The supply shall not be turned on again until all violations have been corrected and the Administrator has ordered the water to be turned on.

(Ord. 1719 – Apr. 12 Supp.)

90.19 OPERATION OF CURB STOP SHUTOFF VALVE AND HYDRANTS.
It is unlawful for any person except the Administrator to turn water on at the curb stop shutoff valve, and no person, unless specifically authorized by the City, shall open or attempt to draw water from any fire hydrant for any purpose whatsoever. The City shall maintain all fire hydrants. Maintenance performed on private fire hydrants shall be paid for by the property owner.

(Ord. 1719 – Apr. 12 Supp.)

90.20 WATER SUPPLY.
The City does not guarantee a constant supply of water to any customer and shall not be liable for failure to supply the same. The City may limit the use of water in the event of an emergency wherein the supply of water is limited or needed to meet the emergency.

90.21 PROHIBITED ACTS.
It is unlawful for any person to injure, destroy, deface, or disturb any portion of the waterworks system, to interfere with or obstruct the water supply, or to tamper with or turn a water valve for the purpose of turning on water service which has previously been disconnected, without permission of the City. Further, it is unlawful to make use of water which is provided through a shut-off valve which has been turned on without permission of the City. It is unlawful to interfere with normal distribution system pressures, to impede, obstruct, or otherwise cause any potential hazards to the water system.

90.22 REASONS FOR DISCONTINUANCE OF WATER SERVICE.
Water service may be discontinued by the City upon reasonable notice to the customer for any violation of any rule, regulation, or condition of service and especially for any of the following reasons:

1. Misrepresentation in the application as to the property or fixtures to be supplied or use to be made of water;

2. Failure to report to the City additions to the property or fixtures to the supplies or additional use to be made of water;

3. Resale or giving away of water;

4. Waste or misuse of water due to improper or imperfect service pipes and/or fixtures or failure to keep the same in a suitable state of repair;

5. Tampering with the meter, meter seal, service or valves, or permitting such tampering by others;

6. Connection, cross-connection or permitting the same, of any separate water supply to premises which receive water from the City;

7. Nonpayment of bills as provided in Section 92.09;

8. Failure to allow City access to service or install meters;

9. Failure to submit an application for utility service as provided in Section 92.02;

10. Any unlawful acts or violation of the regulations contained in these Water chapters or Sanitary Sewer chapters.

(Subsections 7-10 – Ord. 1719 – Apr. 12 Supp.)

90.23 PENALTIES.
Acts in violation of this chapter constitute a municipal infraction under Chapter 4 of the Municipal Code of the City of Ankeny, Iowa. In addition to the discontinuance of water service provided for under Section 90.18, the following schedule of civil penalties for specific prohibited acts are applicable under this chapter and shall be assessed by the issuance of a civil citation by an officer authorized by the City to enforce this Code:

1. Operation of a curb stop shutoff valve is subject to a $250.00 penalty for the first offense and $500.00 for each repeat offense.

2. Operation of a hydrant is subject to a $750.00 penalty for the first offense and $1,000.00 for each repeat offense.

3. Illegal use of water is subject to a $750.00 penalty for the first offense and $1,000.00 for each repeat offense.

4. Tampering with a meter is subject to a $750.00 penalty for the first offense and $1,000.00 for each repeat offense.

(Ord. 1758 - Apr. 13 Supp.)

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

Ord 2253 An Ordinance amending Chapter 76 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Bicycle and Electric Scooter Regulations.

ORIGINATING DEPARTMENT
Police

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL

EXECUTIVE SUMMARY

Chapter 76 establishes regulations governing the operation of bicycles, electric scooters, and other power-driven mobility devices within the city to promote safety and clarify how these devices interact with pedestrians and motor vehicles. The ordinance defines the devices covered, applies relevant state traffic laws to riders, and outlines where these devices may operate on roadways, sidewalks, and multi-use paths. This proposed ordinance includes definitions and proposed regulations of "E-Moto or Electric Motorcycles" within Ankeny City limits, such as prohibiting the use of operating E-Moto's or Electric Motorcycles on sidewalks, bicycle paths, and city parks or green spaces. It also sets standards for responsible riding, including safe speeds, yielding requirements, and prohibitions on reckless operation. Additional provisions address motor vehicle responsibilities around bicycle lanes, equipment requirements such as lights and brakes, and parking restrictions to ensure access to sidewalks, entrances, and public infrastructure. Violations of the chapter are subject to fines consistent with the city’s code.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2253.

ATTACHMENTS

1. Current Chapter 76 -
2. Chapter 76 Changes
3. Ord 2253 - Chapter 76 Bicycles and Scooters April 2026

CHAPTER 76

BICYCLE AND PERSONAL TRANSPORATION DEVICES REGULATIONS

76.01 Purpose
76.02 Definitions
76.03 Scope of Regulations
76.04 Traffic Code Applies
76.05 Motor Vehicle Operations
76.06 Actions Against Bicycles and Personal Transportation Devices
76.07 Responsible Riding
76.08 Place of Riding
76.09 Parking
76.10 Equipment Requirements
76.11 Violations

76.01 PURPOSE.
The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by Code of Iowa, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.
1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, electric scooters, personal transportation devices, and pedestrians.

4. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

5. "Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:

A. "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.

B. "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.

C. "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A])

6. "Multi-use trail" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.

7. "Other Power-Driven Mobility Device (OPDMD)" means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.

8. "Personal Transportation Device" means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.

9. "Roadway" means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

10. "Street" means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

11. "Sidewalk" means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8') in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.

12. "Residential district" means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.

13. "Business district" means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS.
These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.
1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.

4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.

5. A peace officer riding a police bicycle in the line of duty may do any of the following:

A. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.

B. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.
1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:

A. To prepare for a turn within a distance of 200 feet from the intersection.

2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.

3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle, electric scooter, or personal transportation device within any marked crosswalk or unmarked crosswalk at an intersection.

5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.
1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.

2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, personal transportation device, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.
1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a sidewalk. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane, bicycle path, or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(Code of Iowa, Sec. 321.235B[9.b.])

3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.

4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.

5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

A. Left Turn - left hand and arm extended horizontally to the left.

B. Right turn - left hand and arm extended upward to the left or right hand and arm extended horizontally to the right.

C. Stopping or slowing - left hand and arm extended downward.

9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.

10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter.

2. Roadways and Streets.

A. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless, a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:

(1) When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or

(2) When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.

B. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present.

C. This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.

3. Public Sidewalks and Bicycle Paths.

A. Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, electric scooter, or personal

transportation device. Careful and prudent manner shall be consistent with Section 76.07 Responsible Riding.

B. Electric scooters, low-speed electric bicycles, and personal transportation devices may be operated upon bicycle paths and multi-use trails that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path or multi-use trail.

C. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:

(1) When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.

(2) Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.

(3) When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.

(4) When it is necessary to enter or leave adjacent property.

D. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

76.09 PARKING
Parking locations for bicycles, electric scooters, or personal transportation devices shall retain access to:

1. an ADA-compliant pedestrian pathway
2. a fire hydrant
3. a US Postal Service mailbox
4. a crosswalk or curb ramp
5. loading zones
6. transit zones, including bus stops, shelters, or other passenger waiting areas
7. accessible parking spaces
8. street furniture or amenities that require pedestrian access
9. entryways
10. driveways.

76.10 EQUIPMENT REQUIREMENTS
Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.

3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS.
Violations of any provision of this chapter shall be punished by a fine as established by section 4.01 of this Code.

(Chapter 76 - Ord. 2134 - Apr. 23 Supp.)

CHAPTER 76
BICYCLE AND ~~PERSONAL TRANSPORTATION DEVICES~~ ELECTRIC SCOOTER REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
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76.01 PURPOSE.

The purpose of this Chapter is to set forth regulations for operating for operating bicycles, electric scooters, E-Moto or electric motorcycles, and motorized bicycles ~~and personal transportation devices~~ on the city's roadways, streets, sidewalks, and multi-use trails as enabled by Code of Iowa, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles or electric scooters ~~or personal transportation devices~~. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians.

4. "E-Moto or Electric Motorcycle" means a motor vehicle having a saddle or seat for the use of a rider, with a motor with peak power of 3kW-20kW, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

5. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with one, two or three wheels, with or without handlebars, with or without a seat or saddle, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

6. "Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor ~~of less than seven~~

~~hundred fifty watts that meets the requirements of one of the following classes:~~ with a top speed of 28mph or less.

~~A. "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.~~

~~B. "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.~~

~~C. "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.~~

~~*(Code of Iowa, Sec. 321.1[36A])*~~

~~6. "Multi-use trail" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.~~

7. “Motorized Bicycle” means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low speed electric bicycle.

8. "Other Power-Driven Mobility Device (OPDMD)" means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.

~~8. "Personal Transportation Device" means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.~~

9. "Roadway" means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

10. "Street" means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

11. "Sidewalk" means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8') in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.

12. "Residential district" means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.

13. "Business district" means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS.

These regulations shall apply whenever a bicycle, electric scooter, low-speed electric bicycle, OPDMD, E-Moto, Electric Motorcycle, Motorized Bicycle, is operated upon any public street, roadway, park road, any ~~multi-use trail~~, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, low-speed electric bicycle, electric scooter, or Other Power-Driven Mobility Device ("OPDMD"), ~~personal transportation device~~ upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or OPDMD ~~personal transportation device~~ in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, low-speed electric bicycles, electric scooters, or OPDMD's ~~personal transportation devices~~ are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

3. E-Motos, Electric Motorcycles and Motorized Bicycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

4. Riders of E-Motos, Electric Motorcycles and Motorized Bicycles are required to have possession of a driver's license or permit.

5. Riders of bicycles, low-speed electric bicycles, electric scooters, or OPDMD's ~~personal transportation devices~~ are not required to have possession of a driver's license or permit.

6. Whenever such person dismounts from a bicycle, low-speed electric bicycle, electric scooter, or OPDMD ~~personal transportation device~~, the person shall be subject to all regulations applicable to pedestrians.

7. A peace officer riding a police bicycle in the line of duty may do any of the following:

A. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.

B. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles~~,~~ and electric scooters~~, and personal transportation devices~~ in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:

A. To prepare for a turn within a distance of 200 feet from the intersection.

2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle~~,~~ or an electric scooter~~, or personal transportation device~~ that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.

3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle~~,~~ or electric scooter~~, or personal transportation device~~ within any marked crosswalk or unmarked crosswalk at an intersection.

5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle~~,~~ or electric scooter~~, or personal transportation device~~ on a roadway or street, including the adjacent shoulder.

2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, ~~personal transportation device,~~ or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or Other Power-Driven Mobility Device ("OPDMD") shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle~~,~~ or electric

scooter~~, or personal transportation device~~ in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, ~~personal transportation device,~~ or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. ~~A person shall not operate a class 3 low-speed electric bicycle on a sidewalk.~~ A person shall not operate a bicycle, low-speed electric bicycle, OPDMD ~~class 3 low-speed electric bicycle~~ on a bicycle lane, bicycle path or sidewalk ~~or multi-use trail~~ in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

3. Control of bicycle, electric scooter, ~~personal transportation device,~~ or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.

4. Improper riding. No person shall operate a bicycle, electric scooter, ~~personal transportation device,~~ or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.

5. Right of way. Riders of electric scooters, low speed electric bicycles, and other OPDMD shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or OPDMD emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

~~7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.~~

~~*(Code of Iowa, Sec. 321.235B[6])*~~

7. Hand Signals. Riders of bicycles~~,~~ or electric scooters~~, or personal transportation devices~~ may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

A. Left Turn - left hand and arm extended horizontally to the left.

B. Right turn - left hand and arm extended upward to the left or right hand and arm extended horizontally to the right.

C. Stopping or slowing - left hand and arm extended downward.

8. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or OPDMD shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle, electric scooter, or OPDMD within 500 feet of an emergency vehicle stopped in response to an emergency.

9. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, OPDMD to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle or electric scooter that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. ~~Paved Multi-use Trails~~ Bicycle Path. Bicycles, electric scooters, low-speed electric bicycles ~~personal transportation devices~~, and OPDMD's may be operated on Bicycle Paths ~~paved multi-use trails,~~ subject to the limitations of this Chapter.

2. Roadways and Streets.

A. When riding on the roadway or street, riders of bicycles, low-speed electric bicycles, electric scooters and OPDMD's shall ride in the same location and manner and follow the same state and local laws applicable to motorized vehicles, unless a ~~multi-use trail,~~ bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the bicycle path or bicycle lane according to applicable regulations and laws. ~~and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:~~

~~(1) When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or~~

~~(2) When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.~~

~~B. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present~~.

B. This section does not apply to the use of a bicycle, electric scooter or OPDMD's ~~personal transportation device~~ in a parade or special event authorized by the city.

3. Public Sidewalks and Bicycle Paths.

A. Public Sidewalks: Bicycles, low-speed electric bicycles, electric scooters, and ~~personal transportation devices~~ OPDMD's may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, low-speed electric bicycle, and electric scooter. ~~or personal transportation device.~~

B. Bicycle Paths: Bicycles, Electric scooters, low-speed electric bicycles, and ~~personal transportation devices~~ OPDMD's may be operated upon bicycle paths ~~and multi-use trails~~ that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path ~~or multi-use trail~~.

C. When operated inside city parks or green spaces where Bicycle Paths and Sidewalks exist, electric scooters and low-speed electric bicycles shall only be ridden on the paved portion of the Bicycle Paths and Sidewalks.

D. Any operation of a bicycle, low-speed electric bicycle or OPDMD shall at all times be subject to the limitations and obligations created by state law and municipal law, including the responsible Rider requirements of Section 76.07.

~~C. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:~~

~~(1) When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.~~

~~(2) Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.~~

~~(3) When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.~~

~~(4) When it is necessary to enter or leave adjacent property.~~

E. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

F. E-Motos, Electric Motorcycles, and Motorized Bicycles are expressly prohibited from operation on Sidewalks, Bicycle Paths, and City Parks or Green Spaces. E-Motos, Electric Motorcycles, and Motorized Bicycles and their riders, are subject to all requirements referenced in section 76.04(3).

76.09 PARKING.

Parking locations for bicycles~~,~~ or electric scooters~~, or personal transportation devices~~ shall retain access to:

1. an ADA-compliant pedestrian pathway
2. a fire hydrant
3. a US Postal Service mailbox
4. a crosswalk or curb ramp
5. loading zones
6. transit zones, including bus stops, shelters, or other passenger waiting areas
7. accessible parking spaces

8. street furniture or amenities that require pedestrian access
9. entryways
10. driveways.

76.10 EQUIPMENT REQUIREMENTS.

Every person riding a bicycle~~,~~ or electric scooter~~, or personal transportation device~~ shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.

3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS.

Violations of any provision of this chapter shall be punishable by a simple misdemeanor.

ORDINANCE 2253

An Ordinance Amending Chapter 76 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to bicycle and electric scooter regulations

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

SECTION 1. CHAPTER MODIFIED: That Chapter 76 BICYCLE AND PERSONAL TRANSPORTATION DEVICES REGULATIONS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76
BICYCLE AND ELECTRIC SCOOTER REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
76.03 Scope of Regulations	76.09 Parking
76.04 Traffic Code Applies	76.10 Equipment Requirements
76.05 Motor Vehicle Operations	76.11 Violations
76.06 Actions Against Bicycles and Electric Scooters	

76.01 PURPOSE.

The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters, E-Moto or electric motorcycles, and motorized bicycles on the city's roadways, streets, sidewalks, and multi-use trails as enabled by Code of Iowa, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, or electric scooters. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, and pedestrians.

4. “E-Moto or Electric Motorcycle” means a motor vehicle having a saddle or seat for the use of a rider, with a motor with peak power of 3kW-20kW, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

5. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with one, two or three wheels, with or without handlebars, with or without a seat or saddle, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

6. "Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor with a top speed of 28mph or less.

7. “Motorized Bicycle” means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low speed electric bicycle.

8. "Other Power-Driven Mobility Device (OPDMD)" means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.

9. "Roadway" means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

10. "Street" means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

11. "Sidewalk" means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8') in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.

12. "Residential district" means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.

13. "Business district" means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS.

These regulations shall apply whenever a bicycle, electric scooter, low-speed electric bicycle, OPDMD, E-Moto, Electric Motorcycle, Motorized Bicycle, is operated upon any public street, roadway, park road, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, low-speed electric bicycle, electric scooter, or Other Power-Driven Mobility Device ("OPDMD") upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or OPDMD in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, low-speed electric bicycles, electric scooters, or OPDMD's are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

3. E-Motos, Electric Motorcycles and Motorized Bicycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

4. Riders of E-Motos, Electric Motorcycles and Motorized Bicycles are required to have possession of a driver's license or permit.

5. Riders of bicycles, low-speed electric bicycles, electric scooters, or OPDMD's are not required to have possession of a driver's license or permit.

6. Whenever such person dismounts from a bicycle, low-speed electric bicycle, electric scooter, or OPDMD's, the person shall be subject to all regulations applicable to pedestrians.

7. A peace officer riding a police bicycle in the line of duty may do any of the following:

A. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.

B. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, and electric scooters in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:

A. To prepare for a turn within a distance of 200 feet from the intersection.

2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle or an electric scooter that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.

3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle or electric scooter or a person mounted on a bicycle or electric scooter within any marked crosswalk or unmarked crosswalk at an intersection.

5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND ELECTRIC SCOOTERS.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle or electric scooter on a roadway or street, including the adjacent shoulder.

2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, electric scooter, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or Other Power-Driven Mobility Device ("OPDMD") shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle or electric scooter in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a bicycle, low-speed electric bicycle, or OPDMD on a bicycle lane, bicycle path or sidewalk in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

3. Control of bicycle, electric scooter, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.

4. Improper riding. No person shall operate a bicycle, electric scooter, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.

5. Right of way. Riders of electric scooters, low speed electric bicycles, and other OPDMD shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or OPDMD emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Hand Signals. Riders of bicycles or electric scooters may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

A. Left Turn - left hand and arm extended horizontally to the left.

B. Right turn - left hand and arm extended upward to the left or right hand and arm extended horizontally to the right.

C. Stopping or slowing - left hand and arm extended downward.

8. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or OPDMD shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle, electric scooter, or OPDMD within 500 feet of an emergency vehicle stopped in response to an emergency.

9. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or OPDMD to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle or electric scooter that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Bicycle Path. Bicycles, electric scooters, low-speed electric bicycles, and OPDMD's may be operated on Bicycle Paths, subject to the limitations of this Chapter.

2. Roadways and Streets.

A. When riding on the roadway or street, riders of bicycles, low-speed electric bicycles, electric scooters, and OPDMD's shall ride in the same location and manner and follow the same state and local laws applicable to motorized vehicles, unless a bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the bicycle path or bicycle lane according to applicable regulations and laws.

B. This section does not apply to the use of a bicycle, electric scooter or OPDMD in a parade or special event authorized by the city.

3. Public Sidewalks and Bicycle Paths.

A. Public Sidewalks: Bicycles, low-speed electric bicycles, electric scooters, and OPDMD's may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, low-speed electric bicycle, and electric scooter.

B. Bicycle Paths: Bicycles, Electric scooters, low-speed electric bicycles, and OPDMD's may be operated upon bicycle paths that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path.

C. When operated inside city parks or green spaces where Bicycle Paths and Sidewalks exist, electric scooters and low-speed electric bicycles shall only be ridden on the paved portion of the Bicycle Paths and Sidewalks.

D. Any operation of a bicycle, low-speed electric bicycle or OPDMD shall at all times be subject to the limitations and obligations created by state law and municipal law, including the responsible Rider requirements of Section 76.07.

E. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

F. E-Motos, Electric Motorcycles, and Motorized Bicycles are expressly prohibited from operation on Sidewalks, Bicycle Paths, and City Parks or Green Spaces. E-Motos, Electric Motorcycles, and Motorized Bicycles and their riders, are subject to all requirements referenced in section 76.04(3).

76.09 PARKING.

Parking locations for bicycles or electric scooters shall retain access to:

1. an ADA-compliant pedestrian pathway
2. a fire hydrant
3. a US Postal Service mailbox
4. a crosswalk or curb ramp
5. loading zones
6. transit zones, including bus stops, shelters, or other passenger waiting areas
7. accessible parking spaces
8. street furniture or amenities that require pedestrian access
9. entryways
10. driveways.

76.10 EQUIPMENT REQUIREMENTS.

Every person riding a bicycle or electric scooter shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.

3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS.

Violations of any provision of this chapter shall be punishable by a simple misdemeanor.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th day of April, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the 24th day of April, 2026

1st Consideration 03/16/2026
2nd Consideration 04/06/2026
3rd Consideration 04/20/2026

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME
Call to the Public - Pavement Markings

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Reponse Memo - Glen McPhail

Mark Mueller, P.E.
Director of Public Works
515-963-3522
mmueller@ankenyiowa.gov

Memorandum

To: Mike Schrock, City Manager
Date: March 24, 2026
Re: March 16, 2026, City Council meeting – Response to Glen McPhail's comments

This memo is in response to comments made by Glen McPhail at the March 16, 2026, City Council meeting. Mr. McPhail stated his concerns about the visibility of pavement markings on major streets in Ankeny and asked when repainting will occur.

The Public Works Department has contracted with Quality Striping, Inc. (QSI) for repainting pavement markings on the following arterial streets in the Spring of 2026:

- East 1st Street, between Ankeny Boulevard and Frisk Drive
- SE Delaware Avenue, between SE Lorenz Drive and Magazine Road
- NW State Street, between West 1st Street and NW 18th Street
- SE Four Mile Drive, between SE Corporate Woods Drive and East 1st Street
- West 1st Street, between State Street and Scott Street

Also, there are collector streets, stop lines and school crosswalks where the pavement markings will be repainted this spring. The actual dates for the pavement marking work will be based on weather conditions, road surface temperatures, and QSI's schedule.

There will be additional repainting of pavement markings during the Summer and Fall of 2026. The specific streets and limits of repainting will be identified by Public Works staff later this spring.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

April 6, 2026
5:30 PM

Mayor Bobbi Bentz
Mayor Pro Tem Todd Shafer

Council Members: Matt Davis, Dustin Graber, Justin Hollinrake, Jeff Perry

ITEM NAME

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

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None