ANKENY CITY COUNCIL

Regular Meeting
Monday, June 1, 2026
5:30 PM

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

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

Council Members: Matt Davis, 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

A. PUBLIC FORUM:

1. Special Presentation: Catch Des Moines - Trina Flack

2. Open Forum

B. APPROVAL OF AGENDA:

1. Approval of the June 1, 2026 Agenda

Consider motion to approve and accept the June 1, 2026 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2026-27 Proposed 100% voluntary urbanized annexation of certain territory adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

Consider motion to close Public Hearing 2026-27.

Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

2. PH 2026-28 A request to vacate a Public Ingress/Egress Easement, located on Outlot U, Spectrum 36 Plat 1 and Outlot Y, Spectrum 36 Plat 2.

Consider motion to close Public Hearing 2026-28.

Consider motion to accept first consideration of ORDINANCE 2260.

3. PH 2026-29 Proposed Hawkeye Park - Tennis Court Reconstruction Project

Consider motion to close Public Hearing 2026-29.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract, and estimate of cost $767,180.00; 2) receive and file report of bids received May 26, 2026; 3) RESOLUTION making award of construction contract with Caliber Concrete LLC in the amount of $696,530.21; and 4) RESOLUTION approving contract and bonds with Caliber Concrete LLC in the amount of $696,530.21.

D. APPROVAL OF CONSENT AGENDA:

- **MINUTES**

CA - 1. Approval of official council actions of the regular meeting of May 18, 2026, as published, subject to correction, as recommended by the City Clerk.

CA - 2. Receive and file the minutes of the Civil Service Commission meeting of May 20, 2026, subject to correction as recommended by the commission.

CA - 3. Receive and file minutes of the Plan and Zoning Commission meeting of May 5, 2026.

CA - 4. Receive and file minutes of the Zoning Board of Adjustment meeting of May 5, 2026.

CA - 5. Receive and file minutes of the Library Board of Trustee meeting of April 16, 2026.

- **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 Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $386,700.00 with Veenstra and Kimm, Inc. for construction services on the Elevated Water Tower #4 project.

CA - 9. Consider motion to approve Payment #5 in the amount of $35,263.00 to Bolton & Menk, Inc., for design engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr project.

CA - 10. Consider motion to approve Payment #3 in the amount of $11,747.50 to Confluence for engineering services on the Canyon Creek Park construction project.

CA - 11. Consider motion to approve Payment #6 in the amount of $3,178.95 to HDR Engineering, Inc., for engineering services on the NW State Street Corridor Improvements Study: W 1st Street to NW 18th Street project.

CA - 12. Consider motion to approve Payment #2 in the amount of $5,380.45 to Kirkham Michael & Associates, Inc., for engineering services on the Future NE Spectrum Dr. Over Otter Creek RCB Design project.

CA - 13. Consider motion to approve Payment #13 in the amount of $588.43 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 #2 in the amount of $14,647.25 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd/Reinhart Dr Signal project.

CA - 15. Consider motion to approve Payment #3 in the amount of $34,698.25 to Snyder & Associates, Inc., for engineering services on the NE 18th Street Bridge Over I-35 project.

CA - 16. Consider motion to approve Payment #17 in the amount of $4,620.35 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam Improvements project.

CA - 17. Consider motion to approve Payment #4 in the amount of $5,986.35 to Snyder & Associates, for construction engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St: Construction Engineering project.

CA - 18. Consider motion to approve Payment #5 in the amount of $8,260.25 to Snyder & Associates, Inc., for engineering services on the SW/SE Oralabor Road Traffic Signal Timing Updates project.

CA - 19. Consider motion to approve Payment #2 in the amount of $14,910.20 to WHKS & Co., for engineering services on the SE 3rd Street Area Collection Storm Sewer Improvements - Phase 1 project.

CA - 20. Consider motion to approve the June 1, 2026 Accounts Payable.

CA - 21. Consider motion to adopt **RESOLUTION** authorizing the purchase of a new SCADA System for the Water Department.

CA - 22. Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #221).

CA - 23. Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #223).

- **PERSONNEL ITEMS**

CA - 24. Consider motion to suspend the practices of Iowa Code Chapter 400 Civil Service, Section 400.11(1)(a) regarding the hiring of an employee of a department covered by civil service for the period July 1, 2026 to June 30, 2027, as authorized in Iowa Code Section 400.12A.

CA - 25. Consider motion to accept the Civil Service Commission certified lists for promotion to: Utilities Operator II in the wastewater division of the municipal utilities department, Combination Inspector II in the development services department, Permit Technician II in the development services department, Engineering Technician II in the development engineering division of the municipal utilities department, Traffic Safety Supervisor in the traffic engineering division of the public works department, and Police Sergeant in the police department; subject to passing any further departmental requirements.

- **COMMUNITY DEVELOPMENT ITEMS**

CA - 26. Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement between the City of Ankeny, Iowa and Ankeny Community School District regarding traffic improvement items identified in the April 10, 2026 Traffic Study associated with the development of the Ankeny Community School District Innovative Hub Site Plan.

CA - 27. Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with William Kimberley Development Corp. concerning the reimbursement for improvements associated with the extension of NW 18th Street.

CA - 28. Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on part of Lot 1 Hidden Creek Plat 4 and Lot 2 Hidden Creek Plat 2; and associated with the site improvements at 1606 NW Irvinedale Drive.

- **ENGINEERING ITEMS**

CA - 29. Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for the construction of storm sewer, subgrade, and paving for Veridian Credit Union - SE Magazine Road Improvements.

CA - 30. Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, performance and maintenance bonds for the construction of storm sewer, subgrade, and paving for Spectrum 36 - NE 38th St Turn Lane Widening.

- **CAPITAL IMPROVEMENT PROJECTS**

CA - 31. **NW Northlawn Area Utility Improvements - Phase 4**: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by $9,833.35; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Absolute Concrete Construction in the amount of $1,118,993.10; and d) Final Payment #9 in the amount of $12,124.94; Retainage Payment in the amount of $55,949.66.

CA - 32. Consider motion to adopt **RESOLUTION** authorizing acquisition of property for the Westlawn Place Area Utility Improvements - Phase 2B project.

CA - 33. Consider motion to adopt **RESOLUTION** approving contract and bonds for the 2026 CIPP Lining Project, with SAK Construction, LLC in the amount of $589,527.00.

CA - 34. Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Deer Creek Sanitary Trunk Sewer Extension Phase 1.

- **ADMINISTRATIVE ITEMS**

CA - 35. Consider motion to adopt **RESOLUTION** ordering preparation of final plat and schedule of assessments for nuisance abatement within the City of Ankeny, Iowa.

- **ORDINANCES**

CA - 36. Consider motion to accept third consideration of **ORDINANCE 2257**, an Ordinance amending Chapter 41.12 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to trapping and community cats, sending it on its final passage and publication as required by law.

CA - 37. Consider motion to accept third consideration of **ORDINANCE 2258**, an Ordinance amending Chapter 55 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to animal protection and control, 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-37

   Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-37.

E. LEGISLATIVE BUSINESS:

- **APPROVAL OF ORDINANCES**

38. Ord 2259 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Richard H. Meridith and Martha J. Meredith Revocable Trust from R-1, One-Family Residence District, to R-3 Multiple Family Residence District restricted to 12 units per acre and no apartments.

Consider motion to accept second consideration of ORDINANCE 2259.

39. Ord 2261 An Ordinance amending Chapter 31 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to the Ankeny Human Rights Commission.

Consider motion to accept first consideration of ORDINANCE 2261.

F. NEW BUSINESS:

1. $19,550,000 General Obligation Bonds, Series 2026A

Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Consider motion to adopt RESOLUTION authorizing and providing for the issuance of $19,550,000 General Obligation Bonds, Series 2026A, and amending a levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

2. $6,615,000 Water Revenue Bonds, Series 2026B

Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Consider motion to adopt RESOLUTION authorizing and providing for the issuance and securing the payment of $6,615,000 Water Revenue Bonds, Series 2026B, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the bonds, which includes approval of tax exemption certificate and approval of the continuing disclosure certificate.

G. ADMINISTRATIVE BUSINESS:

- **REPORT OF THE CITY STAFF:**

  City Manager

- **REPORT OF THE GOVERNING BODY:**

  Mayor Bentz

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

- **FUTURE COUNCIL AGENDA ITEMS:**

  • Pubilc Hearing - Deer Creek Sanitary Trunk Sewer Extension - Phase 1, 6/15/26 at 5:30 p.m.
  • Regular City Council Meeting, 7/6/26 at 5:30 p.m.

H. ADJOURNMENT

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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Open Forum

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL

ACTION REQUESTED

LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Approval of the June 1, 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 June 1, 2026 agenda, with or without amendment.

ATTACHMENTS
None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2026-27 Proposed 100% voluntary urbanized annexation of certain territory adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
Public Hearing
LEGAL

EXECUTIVE SUMMARY

The City of Ankeny has received a request for the annexation of certain territory adjacent to the City's northwestern boundary, generally located north of NW 18th Street and west of NW Weigel Drive. The annexation area is located within two miles of the City of Polk City, which per Iowa Code classifies the request as an urbanized annexation. The annexation territory encompasses approximately 38.29 acres (+/-) of land. Approximately 1.5 acres (+/-) of public right-of-way are included in the annexation as well, as the City is required to incorporate any and all County road right-of-way to the center line of the adjacent road.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve and adopt resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

City Council initiated the Moeckly Farms Annexation at their meeting on April 20, 2026.
The Plan and Zoning Commission recommended City Council approval of the Moeckly Farms Annexation at their meeting on April 21, 2026.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to close Public Hearing 2026-27.

Consider motion to adopt RESOLUTION annexing certain territory located adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

ATTACHMENTS

1. PH Coversheet
2. Resolution
3. P&Z Minutes
4. Staff Report
5. Aerial Map
6. Proximity Map
7. Ownership Map
8. Annexation Map
9. Annexation Application
10. Citizen Correspondence

PUBLIC HEARING 2026-27

June 1, 2026 at 5:30 P.M.

PROPOSED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHWEST QUADRANT OF ANKENY REQUESTED BY WILLIAM KIMBERLEY DEVELOPMENT CORP

Mayor:

This is the time and place for a public hearing on the matter of annexation of certain territory adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

Layman's Description: Approximately 39.79 acres (+/-) of land adjacent to the northwest quadrant of Ankeny and generally located north of NW 18th Street and west of NW Weigel Drive.

Notices were mailed to affected property owners as required by law and notice of this hearing was published in the Des Moines Register on the 8th day of May, 2026.

Mayor:

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

City Clerk: None in the clerk's office.

Mayor:

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

After Report:

"Because this is an electronic meeting if there is anyone who wishes to be heard for or against this requested annexation, please indicate by raising your hand on the video conference call OR if you are connected by phone you may press star 9 (*9). When you are called upon, please give your name and address for the record."

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

- ❑ Consider **MOTION** to close public hearing PH 2026-27.
- ❑ Consider **MOTION** to adopt **RESOLUTION** annexing certain territory located adjacent to the northwest quadrant of Ankeny requested by William Kimberley Development Corp.

RESOLUTION

A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHWEST QUADRANT OF ANKENY REQUESTED BY WILLIAM KIMBERLEY DEVELOPMENT CORP.

WHEREAS, the titleholders of the following described property have made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION B, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY IOWA, EXCEPT THE SOUTH 50.00 FEET THEREOF.

LAYMAN'S DESCRIPTION:

Approximately 39.79 acres (+/-) of land adjacent to the northwest quadrant of Ankeny and generally located north of NW 18th Street and west of NW Weigel Drive.

WHEREAS, it is understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described territory are to be installed at the sole expense of the developer of said territory; and

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

WHEREAS, it appears that the above-referenced owners are the only titleholders of the respective, above-described territory; and

WHEREAS, the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described real estate should be annexed and is hereby annexed to and made a part of the City of Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(1).

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 21, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

***Excerpt**

Item #6. Request by William Kimberley Development Corp. for 100% Voluntary Urbanized Annexation of property in the City of Ankeny (Moeckley)

E. Jensen presented the staff report for this project. The 100% voluntary annexation request received is for a territory, one parcel, just under 40 acres (39.79 acres) adjacent to the City's northwest boundary, generally located north of NW 18th Street and west of NW Weigel Drive. The Ankeny 2040 Comprehensive Plan identifies the annexation area as suitable for low-density residential. Regarding utilities, water and sewer are adjacent to the property to the south. Staff recommends the Commission recommend that the City Council approve the Moeckly Farm Annexation 100% Voluntary Urbanized Annexation.

T. Rapp asked for clarification on the property to the west: is it unincorporated Polk County? E. Jensen confirms that is the case.

E. Jensen addressed the communication, received from Tim Wright (10373 NW 42nd St, Polk City), concerning the use of a cut-through from Highway 415. He explains that the extension of NW 18th through to Highway 415 is in the 5-year CIP, but the date of construction is very flexible. The Council reviews that plan annually. The construction could move up or move back, based on what happens with development.

Motion by P. Tuning to recommend City Council approval of the Moeckly Farms Annexation 100% Voluntary Urbanized Annexation. Second L. West. Motion carried 6-0.

T. Flack asked if the County is also using the cut-through to get into the City of Ankeny? E. Jensen replies that it's quite possible.

R. Weisheit asked for clarification: is that area to the west Polk City or Unincorporated Polk County? E. Jensen clarifies that it is County.

T. Rapp asked if, once expansion of NW 18th to Highway 415 is complete, will those areas that bound it be asked to voluntarily annex? E. Jensen replied that they would not be asked to annex.

T. Flack mentioned that her home is pictured on the presented map, and that her children go to Abbie Grove Elementary, which borders the annexation to the south. She thinks the expansion plans make sense, as we continue to build out the area.

Motion by P. Tuning to recommend City Council approval the Moeckly Farms 100% Voluntary Urbanized Annexation. Seconded by L. West. Motion carried 6-0.

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: April 21, 2026

Agenda Item: Moeckly Farm Annexation 100% Voluntary Urbanized Annexation
Report Date: April 14, 2026
Prepared By: Ryan Kirschman, AICP EJC
Planner I

Recommendation:

That the Plan and Zoning Commission recommend that City Council approve the Moeckly Farm Annexation 100% Voluntary Urbanized Annexation.

Discussion:

The City of Ankeny has received a request for the annexation of certain territory adjacent to the City's northwest boundary, generally located north of NW 18th Street and west of NW Weigel Drive.

The annexation area is located within two miles of the City of Polk City, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 39.79 acres (+/-), 38.29 acres (+/-) of which are owned by a property owner who has signed a petition consenting to the annexation. Approximately 1.5 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all public road right-of-way to the centerline of the adjacent road.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential. If the annexation request is approved by the City Development Board, it will initially be zoned R-1, One-Family Residence District, consistent with all newly incorporated properties in the City of Ankeny. A map is included showing the proposed annexation area in relation to Ankeny's Corporate Limits.

Plan and Zoning Commission
Staff Report

Meeting Date: April 21, 2026

Agenda Item: Moeckly Farm Annexation 100% Voluntary Urbanized Annexation
Report Date: April 14, 2026
Prepared By: Ryan Kirschman, AICP
Planner I

Recommendation:

That the Plan and Zoning Commission recommend that City Council approve the Moeckly Farm Annexation 100% Voluntary Urbanized Annexation.

Discussion:

The City of Ankeny has received a request for the annexation of certain territory adjacent to the City's northwest boundary, generally located north of NW 18th Street and west of NW Weigel Drive.

The annexation area is located within two miles of the City of Polk City, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 39.79 acres (+/-), 38.29 acres (+/-) of which are owned by a property owner who has signed a petition consenting to the annexation. Approximately 1.5 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all public road right-of-way to the centerline of the adjacent road.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential. If the annexation request is approved by the City Development Board, it will initially be zoned R-1, One-Family Residence District, consistent with all newly incorporated properties in the City of Ankeny. A map is included showing the proposed annexation area in relation to Ankeny's Corporate Limits.

A. Consenting Property Owners' Petitions:

The City of Ankeny received a written voluntary annexation petition from the following property owner:

Consenting Properties	Acreage
#1: William Kimberley Development Corp.	38.29
Total Consenting Properties	**38.29**

B. General Statement of Proposal / Integration of Smart Planning Principles:

This 100% voluntary urbanized annexation is in accordance with the Ankeny Plan 2040 Comprehensive Plan, which was developed with consideration to the Smart Planning Principles of Chapter 18B of the Iowa Code.

The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the community's vision for the future. It does not dictate how the community is to be developed, but it is meant to outline a possible future that could occur over time through the use of planning and investment policies, and regulatory tools. The Comprehensive Plan contains policy goals for many aspects of the community including land use, transportation, housing, parks and open space, infrastructure, community facilities and economic development. The Ankeny Plan's 2040 goals are as follows:

1. Ensure that growth occurs within the context of new "neighborhoods', and not separate disconnected developments.
2. Provide infrastructure investments that correspond to the community's growth potential.
3. Ensure that new development is marked by attractive design and contributes to the community's character.
4. Ensure that development within Ankeny and on Ankeny's periphery demonstrates environmentally responsibility and adheres to the City's long-term growth goals.
5. Maintain the unique, separate character of the City, while acknowledging Ankeny's increasing important role as a member of the metropolitan Des Moines community.
6. Assure that the transportation system is adequate to meeting future demands.
7. Maintain variety in the City's housing stock, with dwelling units affordable to a variety of income levels and age groups.
8. Provide additional opportunities for commercial, industrial, and small business growth and ensure appropriate location in accordance with the City's overall transportation and land use plan.
9. Encourage the development of an interconnected system of parks, trails and civic parkways and maintain a high level of service for recreational facilities as new neighborhoods emerge.
10. Promote the emergence of Ankeny as a major employment center within the area by stimulating growth in office, industrial and business park development.
11. Strengthen Ankeny's traditional City Center and civic campus as the focus of the community.
12. Promote a sense of community and premier quality of life as growth occurs.
13. Seek opportunities for collaboration between the City and the Ankeny Community School District to address growth and quality of life issues in Ankeny.

This particular annexation will advance the City towards accomplishing the previously mentioned goals, adds lands to the inventory of developable land, and assures efficient development to urbanized standards.

C. Current and Projected Land Uses:

The annexation territory is currently classified as Rural Residential (RR) on the Polk County Zoning Map and Urban Fringe Overlay on the Polk County Future Land Use Map. The annexation territory is located within the City of Ankeny Planning Boundary, and is currently identified as Low-Density Residential. The Ankeny Plan 2040 Comprehensive Plan defines the land use as the following:

> ***Low-Density Residential (LDR):*** This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 square feet. Lots should include public or private street frontage and driveway access, and may also be served by an alleyway. Development in this area may include residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.

The proposed annexation area consists of agricultural land uses. If annexed, the properties will be initially zoned R-1, One-Family Residence District, as are all newly annexed properties in the City of Ankeny. The current land uses may continue in their current capacities; however, any proposed development or redevelopment must align with the allowable uses in the R-1 zoning district (single-family residential, churches, schools, public facilities, or non-retail agricultural uses). If a property is to be developed as anything not allowed in the R-1 zoning district, an appropriate rezoning will be required. Development concepts will be evaluated as part of the rezoning and platting processes to ensure that proposed development plans align with the Comprehensive Plan. Any proposed changes to the future land uses identified in the Comprehensive Plan would require a land use plan amendment prior to consideration for rezoning.

D. Current Municipal Services:

The City of Ankeny presently provides no municipal services (other than partial fire and full EMS) to the annexation territory, but has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

E. Reasons for Annexation:

1. City Council annexation policy.

The City Council has adopted a policy document regarding the annexation of land into the City of Ankeny, requiring all annexations to be consistent with Comprehensive Plan of the City. These annexation policies set forth a framework for managing the growth of the City of Ankeny. The primary goal of these policies is to ensure that adequate land is available to accommodate future growth, while allowing for efficient delivery of public services in a manner that is most beneficial to the current and future citizens of the community. The relevant policy statements are discussed below:

a. Comprehensive planning and zoning.

I. Ankeny will consider annexations within the urban growth area established in the Ankeny Comprehensive Plan.

This policy means that the City will consider annexations if the land is located within the urban growth area of the Comprehensive Plan, which is defined as the Planning Boundary on the Future

Land Use Map of the Comprehensive Plan. As previously indicated, the proposed annexation area is located within the City's Planning Boundary.

b. Extension of services.

I. Ankeny will support extensions of public water and sewer services within the urban growth area that are consistent with applicable studies authorized and/or adopted by the Ankeny City Council.
V. The City of Ankeny will use development policies such as utility extension policies and development fees to encourage growth consistent with the City's ability to effectively manage such growth.

The City will utilize tools such as the infrastructure extension requirements of the City's Subdivision Ordinance and financing mechanisms via connection fee districts or development agreements when making annexation decisions to encourage orderly growth. The annexation area is adjacent to existing public infrastructure which can be extended to serve the area.

2. The City of Ankeny has a need for developable land.

The City of Ankeny has experienced significant residential, commercial, and industrial growth throughout the city, as the population of Ankeny has exceeded 76,000. The Ankeny Plan 2040 Comprehensive Plan identifies an estimated total of 4,713 to 9,828 acres of developable land to accommodate the future growth of Ankeny. In 2025, the City of Ankeny recorded 17 plats creating 464 lots on 465 acres, permitted 1293 new dwelling units and 27 new commercial and industrial buildings, and added $482,338,527 in valuation. While the northwestern quadrant is comprised primarily of residential land uses, the Ankeny Plan 2040 still identifies the northwestern quadrant of Ankeny as a suitable area to further fill the need for developable property over the next decade.

3. The annexation territory is in accord with Smart Planning Principles integrated into The Ankeny Plan 2040 Comprehensive Plan.

This annexation is accordance with the Ankeny Plan 2040 Comprehensive Plan, which takes into consideration the Smart Planning Principles of Chapter 18B of the Iowa Code.

4. The City of Ankeny has fiscal and physical capabilities of providing municipal services to the annexation territory.

Consistent with the foregoing, the City of Ankeny has the fiscal and physical capabilities of providing substantial municipal services to the annexation territory:

a. Sanitary Sewer:

Existing sanitary sewer via the City of Ankeny is shown on the provided utility map. Currently, there is a 15" sanitary service line south of the subject property. Any sanitary sewer constructed within the development will be the developer's responsibility.

b. Water:

Existing water mains via the City of Ankeny are shown on the provided utility map. An existing 12-inch City of Ankeny water main is running along the south side of NW 18th Street and stops at the end of NW 18th Street. The developer will be responsible for the construction of water main within the development.

c. Law Enforcement:

Ankeny has a professional law enforcement department headed by the Police Chief, and supported by a Criminal Division comprised of 1 captain, 1 lieutenant, 8 detectives, 1 police technician, 1 records supervisor, and 5 records clerks and the Operations Division comprised of 1 captain, 2 lieutenants, 5 sergeants, 34 police officers and 3 community service officers. The Criminal Division provides crime scene response and investigation, and records requests, and the Operations Division provides basic police services while responding to calls for service.

The annexation area can be expected to develop with residential lots, in alignment with the City's Comprehensive Plan. The additional territory will impact police coverage areas, as does all new development. Members of the Ankeny Police Department regularly attend Technical Review Committee meetings, and coordinate with the Community Development Staff on design concerns. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

d. Fire and EMS:

All employees of the Ankeny Fire Department are public safety professionals who are trained in fire suppression, rescue and emergency medical services. The Fire Department provides Advanced Life Support (ALS) ambulances, fire suppression, extraction, boat-based water rescue, fire investigation, and other services 24 hours a day, 7 days per week via 3 fire stations. The Ankeny Fire Department's Emergency Medical Services Division provides Basic Life Support and Advanced Life Support service to the City of Ankeny, City of Alleman, City of Elkhart, and the surrounding area.

This annexation territory is partially located within the City of Ankeny Fire Protection District and fully covered for EMS. A water system designed to provide fire flows and domestic service will be extended throughout the area as it is developed. It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

e. Public Works:

The City of Ankeny has a fully staffed Public Works Department consisting of a Director and 44 full-time employees. The Public Works Department is comprised of Roadway Engineering, Operations, Storm Water and Environmental, and Traffic Engineering. The Ankeny Public Works Department provides the residents, businesses and visitors with safe, reliable and clean infrastructure that is maintained in an economical and efficient manner. That is accomplished through comprehensive annual programs that include: public improvement construction plans, street pavement preservation and maintenance, storm water and drainage, recycling events, snow

and ice removal, street cleaning, and traffic control maintenance. Ankeny has a full complement of trucks, tractors, loaders, mowers and other equipment necessary to assure Ankeny's roads and public ways are properly maintained.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

f. Community Development:

The City of Ankeny has a fully staffed Community Development Department consisting of a Director and 25 full-time employees. The Community Development Department is comprised of building, planning, permitting, rental housing, code enforcement and other related staff. These departments will oversee development of the annexation territory in accordance with the City's comprehensive plan and applicable ordinances. The Community Development Department's mission is to ensure that Ankeny is recognized as a safe and sustainable community. This ongoing effort is accomplished by managing city development in accordance with the Municipal Code, the Ankeny Comprehensive Plan, Plan and Zoning Commission recommendation and City Council policy; and by enforcing adopted construction, zoning, subdivision, housing and nuisance codes and ordinances.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

g. Municipal Utilities:

The City of Ankeny has a fully staffed Municipal Utilities Department consisting of a Director and 35 full-time employees. The Municipal Utilities Department is comprised of Development Engineering, Wastewater Utility, and Water Utility. These departments oversee the technical review process for private development within the City of Ankeny corporate limits, maintenance activities associated with wastewater collection system including two lift stations, activities related to the delivery of drinking water; including storage, pump stations and water mains.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

h. Library, Parks & Recreation:

The City of Ankeny has amenities such as the public library, multiple parks, the Albaugh Family Senior Center, and numerous recreation programs administered by the City's Parks and Recreation Department, which enhance the quality of life in Ankeny. The Parks and Recreation Department is staffed by a Director and 35 full-time employees, and the Library is staffed by a Director and 22 employees.

It is not anticipated that there will be any additional staff or equipment needed to initially serve the annexation territory. As the annexation territory develops, the City of Ankeny recognizes that additional staff and equipment may be needed, and that the City has fiscal capabilities of providing such.

i. Fiscal:

The City of Ankeny's bond rating is Aa1, and is currently bonded to 20% of its total bondable capacity. This high rating is due to its rapidly growing tax base; healthy financial profile characterized by prudent management, strong reserve levels, and significant revenue raising flexibility; elevated debt profile; and manageable exposure to unfunded pension liabilities based on participation in two statewide cost-sharing plans. Recognizing the City's financial stewardship, the Government Finance Officers Association of the United States and Canada has awarded the City the Distinguished Budget Presentation Award and the Certificate of Achievement in Financial Reporting. Ankeny maintains an overall property tax levy of $9.90 per $1,000 of taxable property valuation. This rate is the lowest among cities with populations of 5,000 or more within the Des Moines metropolitan area and also the lowest among Iowa's largest cities. The City of Ankeny is professionally managed, fiscally sound, and has the fiscal wherewithal to provide substantial municipal services to the annexation territory.

Urban Services Agreement and Boundary:

The City of Ankeny currently has an Annexation agreement with Polk City; and the property in question is within Ankeny's area as defined by that agreement. No other 28E agreements or annexation moratorium agreements would be breached by virtue of this annexation.

F. Combined Legal Descriptions:

The composite legal description of the annexation territory is shown on the annexation map included with this report. The annexation includes all abutting road right-of-way to the centerline of the adjacent road, specifically NW 18th Street.

G. Polk County Auditor Verification:

The City of Ankeny provided copies of the landowners' annexation petitions and legal descriptions, as well as a composite legal description of the entire annexation territory to the Polk County Auditor. The Polk County Auditor approved the previously mentioned documents on February 17, 2026.

H. Maps of the Annexation Territory and Two-Mile Notification Requirement:

The annexation territory is located within two miles of the urbanized area of the City of Polk City, lying approximately 0.5 miles from Polk City's corporate limits.

I. State-Owned and County-Owned Right-of-Way:

The annexation territory contains no State of Iowa right-of-way, but does contain approximately 1.5 acres (+/-) of County owned right-of-way.

J. Certification of Compliance with Other Notice Requirements:

A consultation meeting is not required with a 100% voluntary annexation.

K. Transition of Taxes:

The City of Ankeny is not offering property tax abatement with this annexation.

L. Identification of Non-Consenting Property Owners and Legal Descriptions:

The annexation territory is 100% voluntary, consisting of all consenting property owners

M. Parcel Acreage and Percentage of Consenting, Non-Consenting, and Public Right-of-Way:

The following table outlines the acreage of each property, as well as road right-of-way, within the annexation territory:

Consenting Properties	**Acreage**
#1: William Kimberley Development Corp.	38.29
Total Consenting Properties	**39.29**
Total Annexation Acres (minus road right-of-way)	**38.29**
Polk County Road Right-of-Way	**1.5**
Total Annexation Acres	**39.79**

N. Map of Annexation Territory Related to the City of Ankeny:

Maps included depict the annexation territory, consenting landowners, public right-of-way, and the relationship of the annexation territory to Ankeny and surrounding cities.

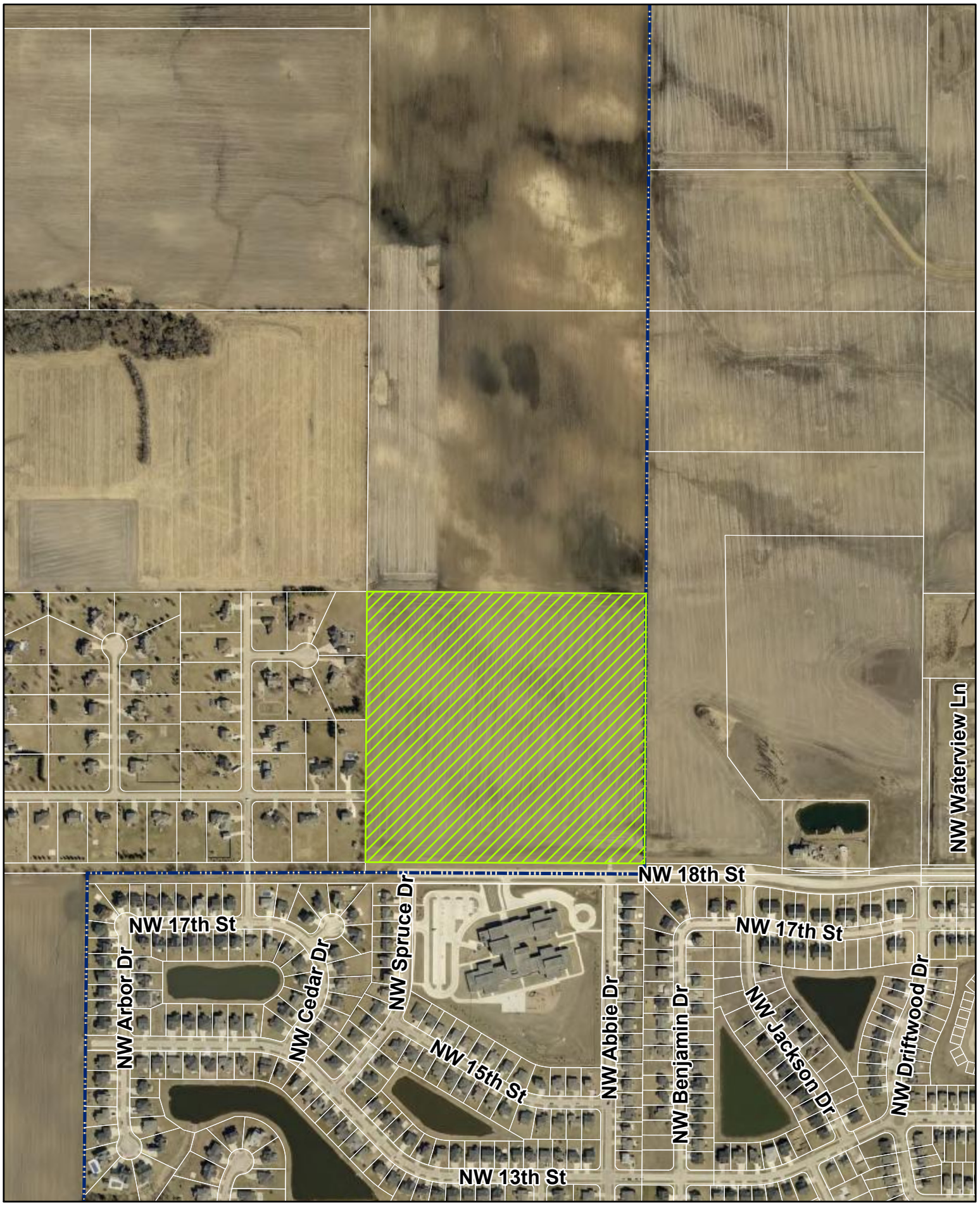
O. Property Taxes:

The following table sets forth an example of the property tax implications between Polk County and the City of Ankeny for a current residential property with an assessed valuation of $150,000. The City of Ankeny will not be offering any property tax abatement with this annexation.

Jurisdiction	**Valuation**	**Gross Tax**
Polk County	$150,000	$3,010.05*
City of Ankeny	$150,000	$3,368.50*
*These numbers are an example and for reference only.		

P. Impact on Other Governmental and Quasi-Governmental Entities:

If the annexation is approved, there will be no impact on any other governmental or quasi-governmental entities.



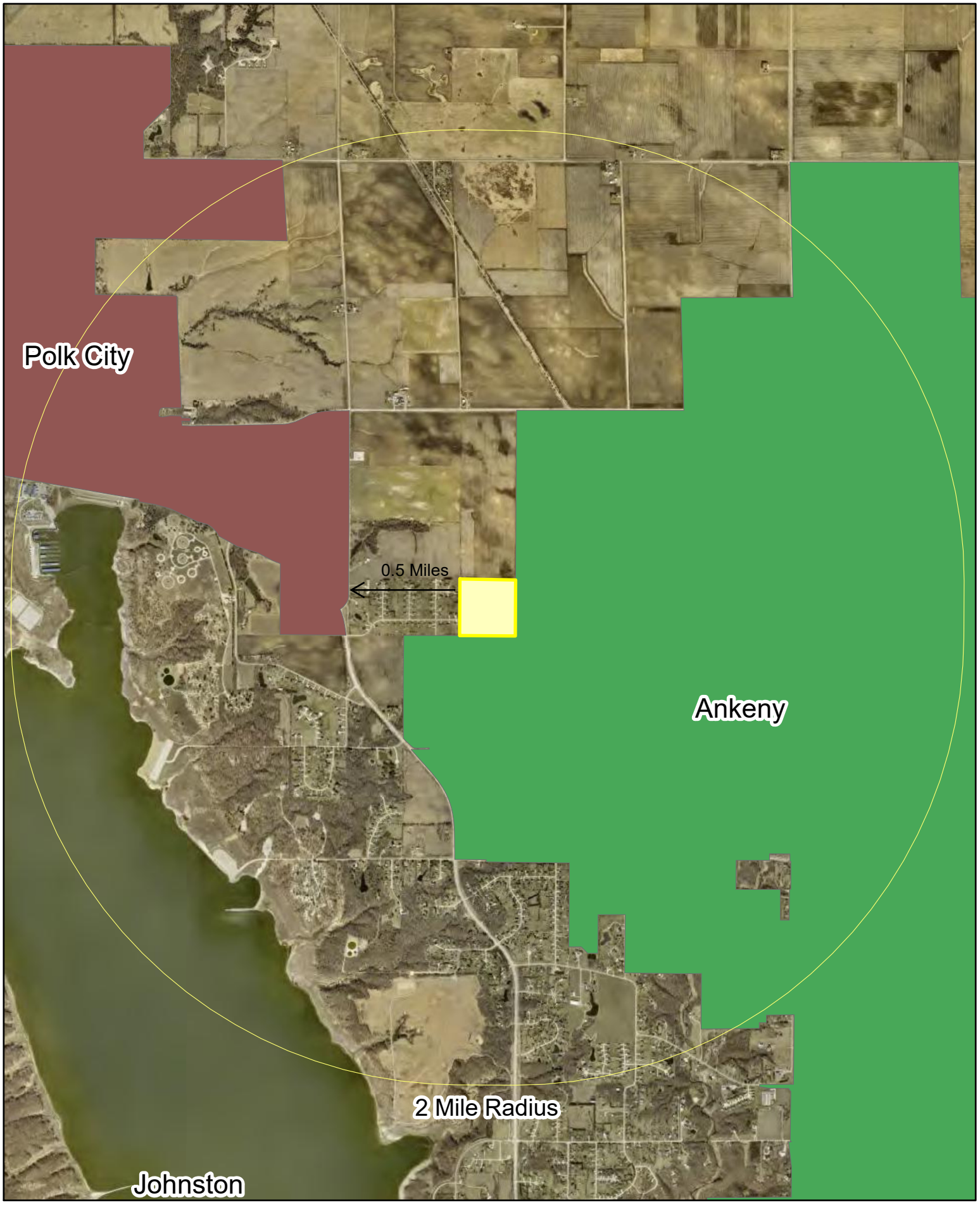
N

1 inch = 572 feet

Date: 2/3/2026

Moeckly Farms Annexation
Aerial Map

Ankeny
bringing it all together.



N

1 inch = 2,860 feet

Date: 4/14/2026

Moeckly Farms Annexation
100% Voluntary Urbanized Annexation
Proximity Map

Ankeny
bringing it all together.



N

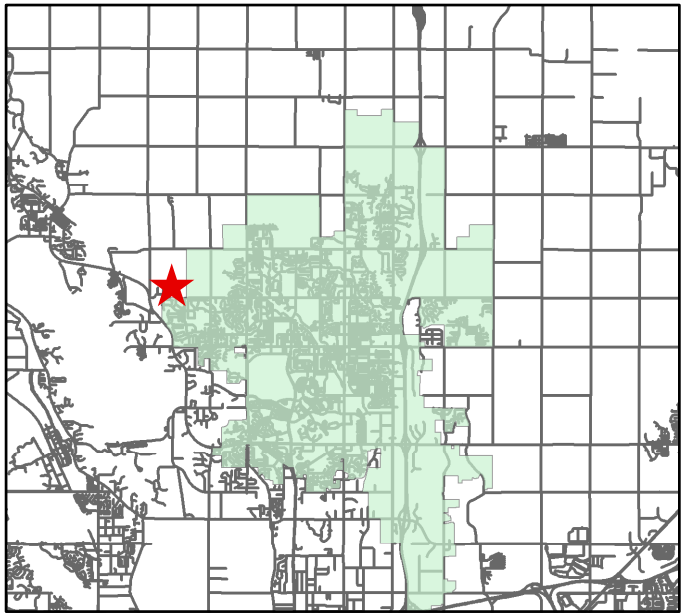
1 inch = 358 feet

Date: 4/14/2026

Moeckly Farms Annexation
100% Voluntary Urbanized Annexation
Landowners Map

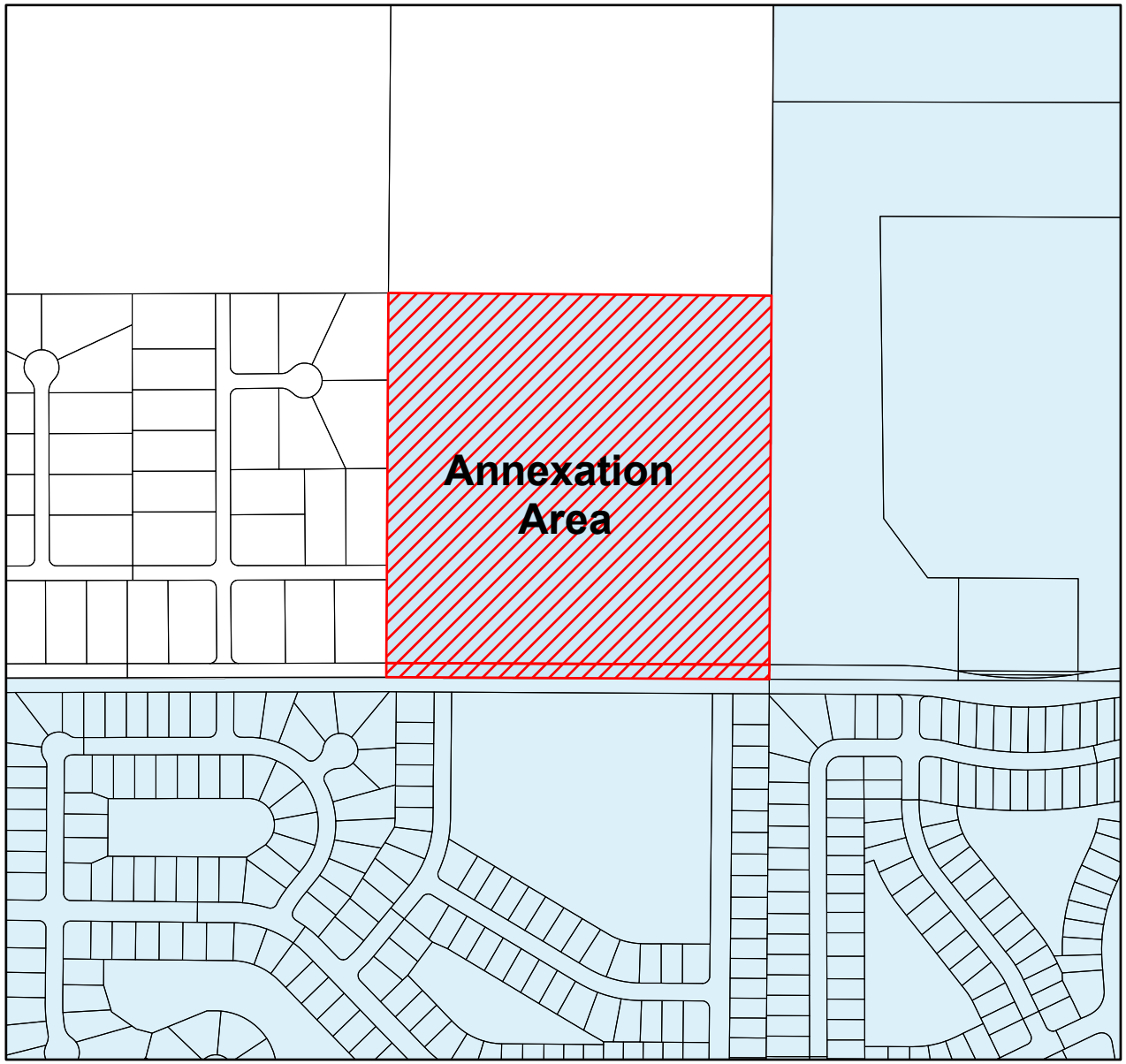
Ankeny
bringing it all together.

Vicinity Map



LEGAL DESCRIPTION
"THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY IOWA, EXCEPT THE SOUTH 50.00 FEET THEREOF

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD."



1 inch = 582.8 feet

Annexation Map

Property Owners:
William Kimberley Development Corp.

City of Ankeny

Moeckly Farm Annexation

Sheet No. 1 of 1

City of Ankeny, Iowa
Community Development Department

Drawn By: RJK

Checked by: EB

Date: February 17, 2026

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned North of the intersection of NW 18th Street and NW Abbie Drive

Legal Description *(if necessary, provide attachment)* THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY IOWA, EXCEPT THE SOUTH 50.00 FEET THEREOF AND CONTAINING 38.29 ACRES (1,667,913 SQUARE FEET). PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Property Owner(s): William Kimberley Development Corp.

Address: 2785 N. Ankeny Blvd, Suite 22

Address: Ankeny, Iowa 50023

Phone #: (515) 963-8335

Signed by: Jenna Kimberley **Date:** 1/20/2026
***Property Owner Signature** *
Jenna Kimberley
Name (Print/Type)

Date:
Property Owners Signature
Name (Print/Type)

Date:
Property Owners Signature
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 20 day of January, 2026, before me, a Notary Public in and for Polk County, personally appeared Jenna Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa
Marley Jenkins

MARLEY K. JENKINS
Commission Number 854408
My Commission Expires
3-5-2027

STATE OF IOWA, COUNTY OF POLK, ss

On this _____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

STATE OF IOWA, COUNTY OF POLK, ss

On this 20 day of January, 20 26, before me, a Notary Public in and for Polk County, personally appeared Jenna Kimberley, to me personally known, who being by me duly sworn, did say that that person is the CEO (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Jenna Kimberley, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
MARLEY K. JENKINS
Commission Number 854408
My Commission Expires
3-5-2027

Notary Public in and for Polk County, Iowa

Marley K Jenkins

Applicant / Contact Kimberley Development Corporation - Contact: Jenna Kimberley

Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023

Phone #: (515) 963-8335

Date: Jenna Kimberley 1/20/2026
Applicant/Contact

Jenna Kimberley
Name (Print/Type)

***If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.**

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

The Annexation Application will not be considered complete unless it complies with all the submittal requirements.

From: Tim Wright <the.mrwright1@yahoo.com>
Sent: Monday, April 20, 2026 11:14 AM
To: Eric Jensen <EJensen@AnkenyIowa.gov>
Subject: [External] P&Z meeting this week

Regarding the petition for annexation of the Moeckly Addition as requested by Kimberty Devlopment:

I live in the NorthBay development directly to the west of this development.

NW18th ends at Arbor Drive. I understand there are plans to extent NW18th out to Highway 415 but that hasn't been engineered or approved as of yet?

I am requesting that the Committee take a hard look at getting this extension to NW18th completed before any development happens in this Moeckly addition.

NorthBay is home to roughly 55 single family homes. NW 102nd has become a "cut-through" from 415 to NW18th looping through the neighborhood adjacent to Abbie Grove Elementary.

This cut through has become a dangerous route and will only get worse with the flurry of new construction that this proposed annexation will bring.

NorthBay has no sidewalks and the regular commuter traffic is bad enough along 102 Ave and adding construction traffic will make it that much worse.

Without a doubt, I can easily secure a hundred signatures from the homeowners who will be directly effected by this increased traffic.

Opposition to the annexation and development is not the issue, it is the failure to plan safe and effective traffic routes prior to the commencement of any construction that is of concern.

Extension of NW18th to 415 is long overdue and needs completed sooner rather than later.

I plan to be at the meeting and would welcome the opportunity to address this in person or discuss prior to the meeting.

Thank you for your consideration of this matter.

Tim Wright

10373 NW 42nd St

Polk City, Iowa 50226

515-240-3917

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2026-28 A request to vacate a Public Ingress/Egress Easement, located on Outlot U, Spectrum 36 Plat 1 and Outlot Y, Spectrum 36 Plat 2.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Public Hearing
Ordinance – 1st Reading
LEGAL

EXECUTIVE SUMMARY

Threshold Development, LLC has requested the vacation of a Public Ingress/Egress Easement located on Outlot U, Spectrum 36 Plat 1, and Outlot Y, Spectrum 36 Plat 2 to facilitate future development of the sites. This ingress/egress easement served as a maintenance access route for maintaining the Otter Creek Trunk Sewer. With the development of the Spectrum 36 area and extensions of public right-of-way along NE Spectrum Drive, all public purposes served by said easement are no longer necessary. Any future easement needs will be provided during the platting process of either outlot.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the request to vacate the Public Ingress/Egress Easement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification.

ACTION REQUESTED

Consider motion to close Public Hearing 2026-28.

Consider motion to accept first consideration of ORDINANCE 2260.

ATTACHMENTS

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

PUBLIC HEARING 2026-28

June 1, 2026 at 5:30 P.M.

PROPOSED VACATION OF A PUBLIC INGRESS/EGRESS EASEMENT, LOCATED ON OUTLOT U, SPECTRUM 36 PLAT 1 AND OUTLOT Y, SPECTRUM 36 PLAT 2

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2260, vacating a Public Ingress/Egress Easement, located on Outlot U, Spectrum 36 Plat 1 and Outlot Y, Spectrum 36 Plat 2.

Notice of this hearing was published in the Des Moines Register on the 22nd day of May, 2026.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2026-28.
- ❑ Consider **MOTION** to accept first consideration of ORDINANCE 2260.

WHEN RECORDED RETURN TO:

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

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3544

ORDINANCE

ORDINANCE VACATING A PUBLIC INGRESS/EGRESS EASEMENT, LOCATED ON OUTLOT U, SPECTRUM 36 PLAT 1 AND OUTLOT Y, SPECTRUM 36 PLAT 2

WHEREAS, pursuant to notice published in the manner required by law, on the 1st day of June, 2026, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a public ingress/egress easement, as shown on the attached Exhibit A; and

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

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

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

SECTION I. The City of Ankeny does hereby vacate and release said easement, as shown on the attached Exhibit A.

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

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

PASSED AND APPROVED this 6th day of July, 2026.

CITY OF ANKENY, IOWA

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN
THE DES MOINES REGISTER
ON THE _____ DAY OF _____, 2026

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

EXHIBIT A

A STRIP OF LAND 20.00 FEET IN WIDTH ACROSS THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA BEING SITUATED 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6: THENCE 500° 09' 53" W, 15.24 FEET ALONG THE EAST LINE OF SAID SECTION 6: THENCE N89° 52' 08" W, 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 29TH STREET AND THE POINT OF BEGINNING: THENCE CONTINUING N 89° 52' 08" W. 906.79 FEET: THENCE S 61° 50' 36" W. 84.44 FEET: THENCE S 37° 50' 43" W, 108.85 FEET: THENCE S02° 36' 11" W, 160.97 FEET, TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE: THENCE SOUTHERLY, SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, 39.62 FEET ALONG THE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 113° 20' 25" AND BEING SUBTENDED BY A CHORD WHICH BEARS S 59° 21' 23" W. 33.45 FEET; THENCE N63° 53' 24" W TANGENT TO SAID CURVE, 335.54 FEET; THENCE N 80° 21' 12" W, 69.21 FEET; THENCE S 43° 40' 56" W, 261.72 FEET: THENCE N 81° 57' 30" W. 75.16 FEET: THENCE N58° 01' 12" W, 106.93 FEET: THENCE S 74° 40' 18" W, 78.08 FEET: THENCE S 14° 42' 28" W. 130.22 FEET; THENCE S 11° 41' 26" E, 119.44 FEET: THENCE S 20° 56' 04" W, 58.08 FEET: THENCE S 58° 33' 02" W, 166.41 FEET; THENCE S 11° 45' 54" W, 109.03 FEET; THENCE S 70° 19' 07" W, 172.49 FEET TO A POINT ON THE EASTERLY END OF THE 100' WIDE TEMPORARY CONSTRUCTION EASEMENT; AND THERE TERMINATING, CONTAINING IN ITS WIDTH 1.37 ACRES.

27.00
1106 JM

Doc ID: 020708710004 Type: GEN
Recorded: 01/07/2008 at 10:31:29 AM
Fee Amt: $27.00 Page 1 of 4
Revenue Tax: $0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2008-00052433
BK 12503 PG 26-29

RETURN TO:

Prepared by: James E. Graham, 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
For: City of Ankeny, 210 S. Ankeny Blvd., Ankeny, Iowa 50021 (515) 963-3523

SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, **OTTER CREEK LAND AND CATTLE, L.C.**, for the consideration of Two Thousand Three Hundred Forty and No/100 --- ($2,340.00) --- DOLLARS and other valuable consideration in hand paid by the CITY OF ANKENY, IOWA, a municipal corporation, do grant and convey unto the City of Ankeny, Iowa, a perpetual easement for sanitary sewer right-of-way under, through and across the following described real estate, which includes the right to enter, reenter, construct, maintain, repair, and replace a sanitary sewer, together with necessary appurtenances:

Perpetual Sewer Easement

A strip of land 30.00 feet in width in the Northwest Quarter of the Southeast Quarter of Section 6, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa as shown on the Plat of Easement attached hereto and by reference made a part hereof, and being more particularly described as follows:

Commencing at the East Quarter Corner of said Section 6; thence N89°59'25"W, 2324.13 feet along the North line of the Southeast Quarter of said Section 6; thence S00°00'35"W, 825.19 feet to the point of beginning; thence S35°23'00"E, 30.00 feet; thence S54°37'00"W, 191.74 feet to a point on the Easterly right of way line of U.S. Interstate #35; thence N13°15'01"W, 32.39 feet along said line; thence N54°37'00"E, 179.53 feet to the point of beginning, containing 0.13 acres.

That said perpetual easement is granted unto the City of Ankeny, Iowa, for the purpose of the construction, installation, maintenance, repair and replacement of the following described public improvement:

Sanitary Sewer

In connection herewith it is specifically agreed that by this perpetual easement, the City of Ankeny shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain, repair and replace a sanitary sewer, and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

That said municipal corporation shall restore said described land to a satisfactory condition after construction and any other entry on said land in substantially the same condition as prior to entry.

It is further agreed that the grantors may make any lawful use of said land, except that no permanent structures shall be built or placed upon the above described perpetual easement, and that if such improvements are built or constructed, in violation of this perpetual easement, the City of Ankeny shall in no way be responsible for any damages thereto resulting from the construction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with said grantee, that said grantors hold said real estate by fee simple title; that they have good and lawful authority to sell and convey the same, that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever.

The City of Ankeny shall exercise due care in entering or reentering said real estate and shall compensate the grantors for actual damages caused to said real estate or to grantors' remaining property.

The City of Ankeny shall hold grantors harmless and indemnify grantors from any liability incurred by grantors as a result of the City's exercise of the granted rights.

IN WITNESS WHEREOF I have hereunto affixed my hands this

21 day of December, 2007.

OTTER CREEK LAND AND CATTLE, L.C.

By: Richard L. Albaugh
Name:
Title:

By:_____
Name:
Titie:

STATE OF IOWA :

COUNTY OF STORY : SS

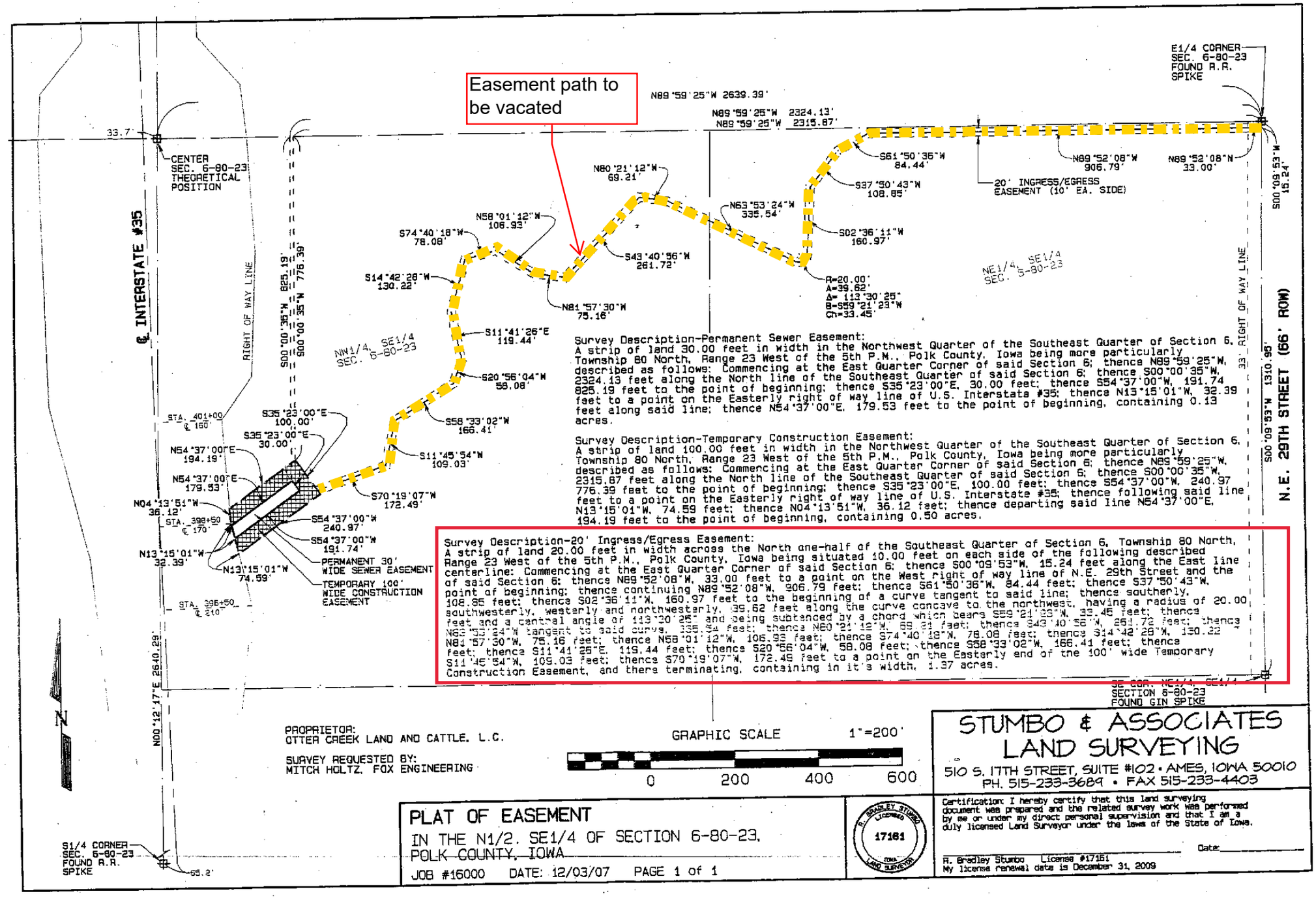
On this 21 day of December, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared

Richad L. Albaugh

To me known to be the identical person(s) named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

MIKE ADAMS
Commission Number 746768
My Commission Expires
03-07-10

Notary in and for the State of Iowa



Survey Description-Permanent Sewer Easement:
A strip of land 30.00 feet in width in the Northwest Quarter of the Southeast Quarter of Section 6, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa being more particularly described as follows: Commencing at the East Quarter Corner of said Section 6; thence N89°59'25"W, 2324.13 feet along the North line of the Southeast Quarter of said Section 6; thence S54°37'00"W, 191.74 feet; thence S35°23'00"E, 30.00 feet; thence N13°15'01"W, 32.39 feet to a point on the Easterly right of way line of U.S. Interstate #35; thence N13°15'01"W, 74.59 feet; thence N04°13'51"W, 38.12 feet; thence departing said line N54°37'00"E, 179.53 feet to the point of beginning, containing 0.13 acres.

Survey Description-Temporary Construction Easement:
A strip of land 100.00 feet in width in the Northwest Quarter of the Southeast Quarter of Section 6, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa being more particularly described as follows: Commencing at the East Quarter Corner of said Section 6; thence N89°59'25"W, 2315.87 feet along the North line of the Southeast Quarter of said Section 6; thence S00°00'35"W, 776.39 feet to the point of beginning; thence S35°23'00"E, 100.00 feet; thence S54°37'00"W, 240.97 feet to the point on the Easterly right of way line of U.S. Interstate #35; thence following said line N13°15'01"W, 74.59 feet; thence N04°13'51"W, 38.12 feet; thence departing said line N54°37'00"E, 194.19 feet to the point of beginning, containing 0.50 acres.

Survey Description-20' Ingress/Egress Easement:
A strip of land 20.00 feet in width across the North one-half of the Southeast Quarter of Section 6, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa being situated 10.00 feet on each side of the following described centerline: Commencing at the East Quarter Corner of said Section 6; thence S00°09'53"W, 15.24 feet along the East line of said Section 6; thence N89°52'08"W, 33.00 feet to a point on the West right of way line of N.E. 29th Street and the point of beginning; thence continuing N89°52'08"W, 906.79 feet; thence S61°50'36"W, 84.44 feet; thence S37°50'43"W, 108.85 feet; thence S02°36'11"W, 160.97 feet to the beginning of a curve tangent to said line; thence southerly, southwesterly, westerly and northwesterly, 39.62 feet along the curve concave to the northwest, having a radius of 20.00 feet and a central angle of 113°30'25" and being subtended by a chord which bears S59°21'23"W, 33.45 feet; thence N63°53'24"W tangent to said curve, 335.54 feet; thence N80°21'12"W, 69.21 feet; thence S43°40'56"W, 261.72 feet; thence N58°01'12"W, 106.93 feet; thence S74°40'18"W, 78.08 feet; thence S14°42'26"W, 130.22 feet; thence N81°57'30"W, 75.16 feet; thence N58°01'12"W, 106.93 feet; thence S74°40'18"W, 78.08 feet; thence S14°42'26"W, 130.22 feet; thence S11°41'26"E, 119.44 feet; thence S20°56'04"W, 58.08 feet; thence S58°33'02"W, 166.41 feet; thence S11°45'54"W, 109.03 feet; thence S70°19'07"W, 172.49 feet to a point on the Easterly end of the 100' wide Temporary Construction Easement, and there terminating, containing in it's width, 1.37 acres.

PROPRIETOR:
OTTER CREEK LAND AND CATTLE, L.C.

SURVEY REQUESTED BY:
MITCH HOLTZ, FOX ENGINEERING

PLAT OF EASEMENT

IN THE N1/2, SE1/4 OF SECTION 6-80-23, POLK COUNTY, IOWA

JOB #16000 DATE: 12/03/07 PAGE 1 of 1

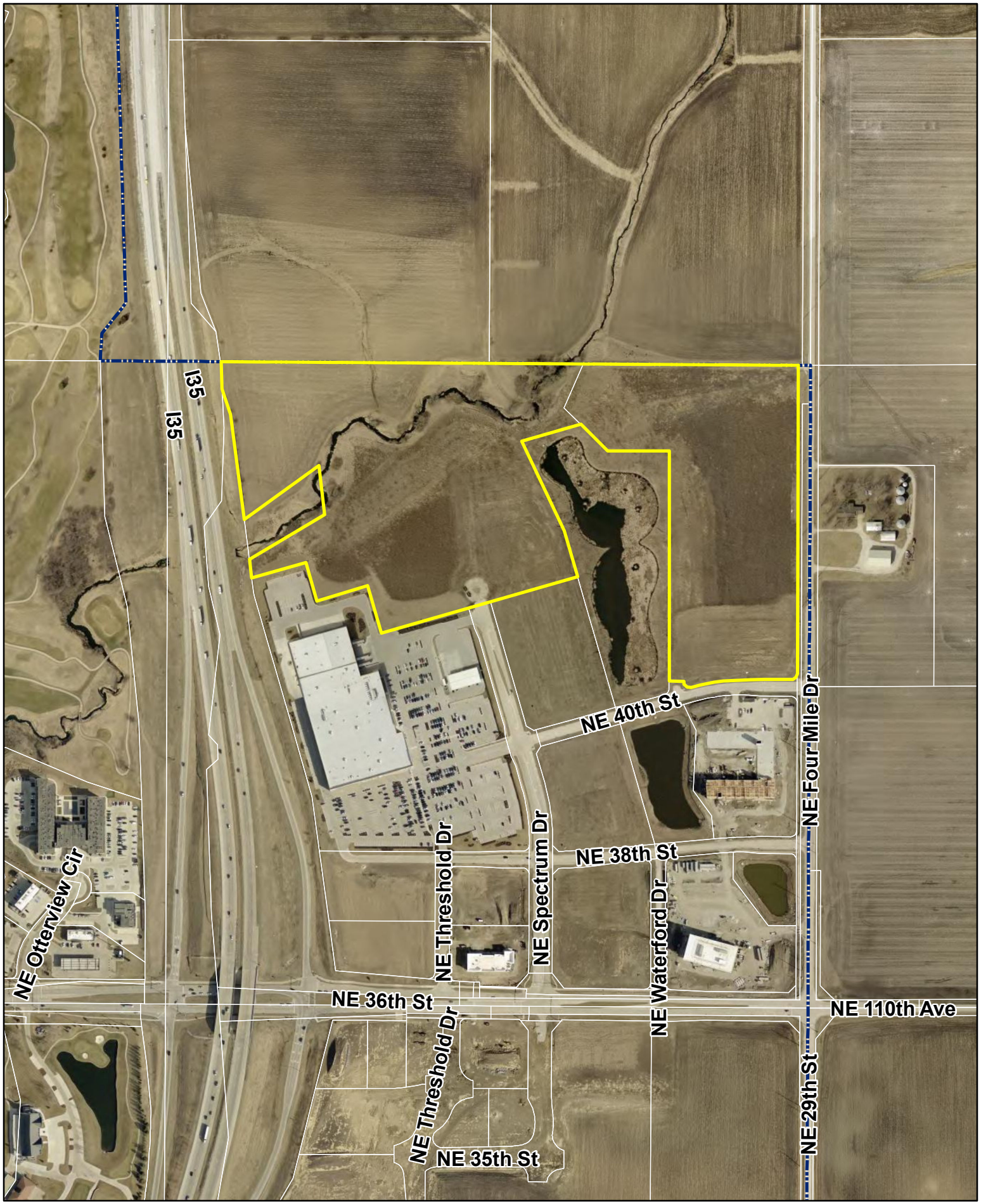
STUMBO & ASSOCIATES
LAND SURVEYING
510 S. 17TH STREET, SUITE #102 • AMES, IOWA 50010
PH. 515-233-3689 • FAX 515-233-4403

R. BRADLEY STUMBO LICENSED 17161 IOWA LAND SURVEYOR

Certification: 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 Land Surveyor under the laws of the State of Iowa.

Date:_____

R. Bradley Stumbo License #17161
My license renewal date is December 31, 2009



N

1 inch = 500 feet

Date: 5/12/2026

Public Ingress/Egress Easement Vacation
Aerial Map

Ankeny
bringing it all together.

April 29, 2026

Honorable Mayor & City Council
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50023

RE: SPECTRUM 36
INGRESS_EGRESS EASEMENT VACATION REQUEST
S&A PROJECT NO. 126.0447.01

Dear Honorable Mayor and City Council Members:

On behalf of Threshold Development, LLC, please find the accompanying request to vacate an ingress-egress easement located in the northern portion of the Spectrum 36 development.

This ingress-egress easement was granted to the City in 2007 when the Otter Creek Trunk sewer was extended under Interstate 35 and stopped at the east ROW line of the interstate. This easement provided the City an access route from County NE 29th Street westerly along the south side of Otter Creek to reach what was at that time, the uppermost Otter Creek trunk sewer manhole for sewer maintenance as needed.

Since that time, the Otter Creek Trunk Sewer and NE Spectrum Drive have been extended with permanent easements and ROW to provide access to the Otter Creek trunk sewer and subsequent lateral sewers. This ingress-egress easement is no longer necessary and thus the request to vacate it from land that will be developed as future residential areas in the Spectrum 36 development

Please feel free to contact me at your convenience should you have any questions or comments. Thank you for your thoughtful consideration.

Sincerely,
SNYDER AND ASSOCIATES, INC.

Jon Hanson

Jon L. Hanson, P.E.

cc: Brian Martin, Threshold Development
file

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

PH 2026-29 Proposed Hawkeye Park - Tennis Court Reconstruction Project

ORIGINATING DEPARTMENT
Parks & Recreation

COUNCIL GOAL
Enhance Quality of Life

ACTION REQUESTED
Resolution
Public Hearing

LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The Hawkeye Park - Tennis Court Reconstruction project's base bid includes the demolition and removal of the existing tennis courts, fencing, subdrain system, and PCC pavement. Improvements consist of the construction of six new tennis courts, including new PCC pavement, subdrain system, and perimeter fencing. The project also includes site restoration and all incidental work necessary to complete the improvements in accordance with the plans and specifications.

Add Alternate #1 - Windscreens

Add Alternate #2 - Tennis backboard

Add Alternate #3 - Court lighting

The bid opening for this project was held on Tuesday, May 26, 2026. nine (9) bids were received as follows:

CONTRACTOR	BASE BID	ALT #1	ALT #2	ALT #3	TOTAL
1. Caliber Concrete LLC	$607,604.21	$10,835.00	$8,091.00	$70,000.00	$696,530.21
2. InRoads LLC	$669,218.00	$10,835.00	$8,155.00	$33,347.00	$721,555.00

3. Big Lake Construction	$638,109.00	$10,962.00	$7,843.00	$71,080.00	$727,994.00
4. Giardino Construction	$685,670.72	$10,760.00	$8,042.00	$34,869.00	$739,341.72
5. Concrete Connection LLC	$662,080.00	$10,850.00	$8,075.00	$70,000.00	$751,005.00
6. Burkett Construction LLC	$719,937.19	$10,850.00	$8,500.00	$35,100.00	$774,387.19
7. Orchard, Inc.	$769,191.00	$11,000.00	$7,840.00	$37,800.00	$825,831.00
8. Grimes Asphalt & Paving	$755,510.50	$11,600.00	$8,700.00	$74,850.00	$850,660.50
9. Edge Commercial	$797,968.05	$11,300.00	$8,460.00	$34,000.00	$851,728.05

The Engineer's Estimate for the project was a base bid of $767,180.00, with an Alt #1 estimate of $13,000.00; Alt #2 estimate of $8,000.00; Alt #3 estimate of $50,000.00. The bids ranged from approximately 17% below to 2% above the base bid estimate. Caliber Concrete LLC has completed successful projects for the City in the past, and they have the technical experience and capacity to complete this project. The Parks & Recreation Department recommends awarding the Hawkeye Park - Tennis Court Reconstruction project to Caliber Concrete LLC of Adair, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start work on the project any time after a written Notice to Proceed is issued, no later than June 5, 2026. The contractor shall fully complete the overall project no later than September 25, 2026. 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) estimated cost ($770,980.00), (Alt. #1 $13,000.00), (Alt. #2 $8,000.00), (Alt. #3 $50,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Hawkeye Park - Tennis Court Reconstruction project.
3. Receive and file the report of bids received on May 26, 2026.
4. Approve Resolution making award of construction contract with Caliber Concrete LLC. of Adair, Iowa.
5. Approve Resolution, approving contract and bonds with Caliber Concrete LLC in the amount of $696,530.21.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

May 4, 2026: The City Council approved a Resolution ordering construction and setting the bid opening date as May 26, 2026, and setting the public hearing date as June 1, 2026.

January 20, 2026: Council approved a professional services agreement with Snyder & Associates for the conceptual design, construction drawings and construction administration services of the project.

FISCAL IMPACT

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

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to close Public Hearing 2026-29.

Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract, and estimate of cost $767,180.00; 2) receive and file report of bids received May 26, 2026; 3) **RESOLUTION** making award of construction contract with Caliber Concrete LLC in the amount of $696,530.21; and 4) **RESOLUTION**

approving contract and bonds with Caliber Concrete LLC in the amount of $696,530.21.

ATTACHMENTS

1. PH Coversheet
2. RES - plans, specs
3. Bid Sheet - Hawkeye Park Tennis Court Recon
4. BidTab - Hawkeye Park Tennis Court Reconst
5. RES - making award - Hawkeye Park Tennis Court Reconstruction
6. RES - approving contract - Hawkeye Park Tennis Court Reconstruction
7. Contract-Bonds unsigned - Hawkeye Tennis Court Recon
8. Hawkeye Park Tennis Courts - Location Map

PUBLIC HEARING 2026-29

June 1, 2026 at 5:30 P.M.

PROPOSED HAWKEYE PARK TENNIS COURT RECONSTRUCTION

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Hawkeye Park Tennis Court Reconstruction project.

Notice of this hearing was published in the Des Moines Register on the 15th day of May, 2026.

Has any written correspondence been received for this hearing?

City Clerk: None in the clerk's office.

Mayor:

At this time, I would like to request Nick Lenox, Parks and Recreation Director, provide a report to the Council on said project.

After Lenox's comments, the Mayor states:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2026-29.
- ❑ Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost $767,180.00; 2) receive and file report of bids received May 26, 2026; 3) adopt **RESOLUTION** making award of construction contract with Caliber Concrete LLC in the amount of $696,530.21 and 4) adopt **RESOLUTION** approving contract and bonds with Caliber Concrete LLC in the amount of $696,530.21.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE HAWKEYE PARK TENNIS COURT RECONSTRUCTION", 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 HAWKEYE PARK TENNIS COURT RECONSTRUCTION

WHEREAS, on the **4th** day of **May**, 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 Hawkeye Park Tennis Court Reconstruction; 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 1st day of June, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together.

Bid Letting for Hawkeye Park Tennis Court Reconstruction

May 26, 2026

10:30 A.M.

The purpose of this meeting is to receive, open, and tabulate bids for construction of the Hawkeye Park Tennis Court Reconstruction project in accordance with the Plans and Specifications prepared by Snyder & Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost: BASE BID: $770,980.00

- ADD ALTERNATE 1: $13,000.00
- ADD ALTERNATE 2: $8,000.00
- ADD ALTERNATE 3: $50,000.00

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: One
1) ✓	Grimes Asphalt + Paving Corp. PO Box 3374 Des Moines, IA 50316	Base Bid: $ 755,510.50 Alternate 1: $ 11,600.00 Alternate 2: $ 87.00.00 Alternate 3: $ 74,850.00	✓
2) ✓	Caliber Concrete LLC 309 Audubon St Adair IA 50002	Base Bid: $ 607,604.21 Alternate 1: $ 10,835.00 Alternate 2: $ 8,091.00 Alternate 3: $ 70,000.00	✓
3) ✓	Concrete Connection 5170 NW Beaver Dr Johnston IA 50131	Base Bid: $ 670,720.00 Alternate 1: $ 10,850.00 Alternate 2: $ 8,075.00 Alternate 3: $ 70,000.00	✓

X

*Apparent Low Bidder

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: none
4) ✓	InRoads 4761 NE 20th Lane Des Moines IA 50313	Base Bid: $ 669,218 CO Alternate 1: $ 10,835 CO Alternate 2: $ 8,155 CO Alternate 3: $ 33,347 CO	✓
5) ✓	Orchard, INC. 400 NW Sunset Ln. Grimes IA 50111	Base Bid: $ 769,191 CO Alternate 1: $ 11,000 CO Alternate 2: $ 7,840 CO Alternate 3: $ 37,800 CO	✓
6) ✓	Burkett Construction 25 Ellefson Dr DeSoto IA 50069	Base Bid: $ 721,949 CO Alternate 1: $ 10,850 CO Alternate 2: $ 8,500 CO Alternate 3: $ 35,100 CO	✓
7) ✓	Big Lake Construction 1955 NE 58th Ave, Ste 302 Des Moines IA 50313	Base Bid: $ 638,109 CO Alternate 1: $ 10,962 CO Alternate 2: $ 7,843 CO Alternate 3: $ 71,080 CO	✓
8) ✓	Edge Commercial 3155 SE Mirch Dr. Ste 2 Grimes IA 50111	Base Bid: $ 797,958 50 Alternate 1: $ 11,300 CO Alternate 2: $ 8,460 CO Alternate 3: $ 34,000 CO	✓

*Apparent Low Bidder

city of Ankeny
bringing it all together.

Bid Bond (10%)	Bidder, Address	Bid Amount	Acknowledged Addenda: none
9) ✓	Giardino Construction 971 Pelican Drive Pk City, IA 50226	Base Bid: $ 685,669.99 Alternate 1: $ 10,760.00 Alternate 2: $ 8,042.00 Alternate 3: $ 34,869.00	✓
10)		Base Bid: $ _____ Alternate 1: $ _____ Alternate 2: $ _____ Alternate 3: $ _____	
11)		Base Bid: $ _____ Alternate 1: $ _____ Alternate 2: $ _____ Alternate 3: $ _____	
12)		Base Bid: $ _____ Alternate 1: $ _____ Alternate 2: $ _____ Alternate 3: $ _____	

Bids will be reviewed and further action taken by the City Council at their next regular meeting on June 1, 2026 at 5:30 p.m.

Nick Lenox, Parks & Recreation Director

ATTEST:

Michelle Yuska, City Clerk

*Apparent Low Bidder

TABULATION OF BIDS
Hawkeye Park Tennis Court Reconstruction
City of Ankeny
126.0176.01
May 26, 2026 10:30 am

						1		2		3		4		5	
				ENGINEER'S ESTIMATE		CALIBER CONCRETE LLC		INROADS LLC		BIG LAKE CONSTRUCTION		GIARDINO CONSTRUCTION		CONCRETE CONNECTION LLC	
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
	BASE BID														
	GENERAL PROVISIONS / DEMOLITION														
1.1	Mobilization	LS	1	$ 40,000.00	$ 40,000.00	$ 40,025.00	$ 40,025.00	$ 72,000.00	$ 72,000.00	$ 49,215.50	$ 49,215.50	$ 72,716.00	$ 72,716.00	$ 30,000.00	$ 30,000.00
1.2	Remove Asphalt Pavement	SY	4,105	$ 16.00	$ 65,680.00	$ 10.60	$ 43,513.00	$ 13.00	$ 53,365.00	$ 4.90	$ 20,114.50	$ 12.72	$ 52,215.60	$ 5.00	$ 20,525.00
1.3	Remove PCC Pavement	SY	373	$ 20.00	$ 7,460.00	$ 9.00	$ 3,357.00	$ 22.00	$ 8,206.00	$ 6.00	$ 2,238.00	$ 15.90	$ 5,930.70	$ 9.00	$ 3,357.00
1.4	Remove Fencing, Gates, and Footings	LF	990	$ 5.00	$ 4,950.00	$ 3.58	$ 3,544.20	$ 11.00	$ 10,890.00	$ 8.20	$ 8,118.00	$ 25.65	$ 25,393.50	$ 6.00	$ 5,940.00
1.5	Remove Tennis Court Nets, Posts, and Footings	EA	6	$ 500.00	$ 3,000.00	$ 150.00	$ 900.00	$ 1,300.00	$ 7,800.00	$ 338.00	$ 2,028.00	$ 291.50	$ 1,749.00	$ 425.00	$ 2,550.00
	EARTHWORK														
2.1	Earthwork	LS	1	$ 15,000.00	$ 15,000.00	$ 2,500.00	$ 2,500.00	$ 11,500.00	$ 11,500.00	$ 26,932.00	$ 26,932.00	$ 19,535.80	$ 19,535.80	$ 30,000.00	$ 30,000.00
2.2	Cement Treated Subgrade, Under HMA	SY	4,085	$ 15.00	$ 61,275.00	$ 11.95	$ 48,815.75	$ 11.00	$ 44,935.00	$ 11.95	$ 48,815.75	$ 9.32	$ 38,072.20 *	$ 12.00	$ 49,020.00 *
	CONCRETE														
3.1	PCC Band (30" width) under fence	LF	952	$ 30.00	$ 28,560.00	$ 59.57	$ 56,710.64	$ 35.00	$ 33,320.00	$ 36.60	$ 34,843.20	$ 25.08	$ 23,876.16	$ 25.00	$ 23,800.00
3.2	5" depth PCC Pavement	SY	94	$ 70.00	$ 6,580.00	$ 83.56	$ 7,854.64	$ 67.00	$ 6,298.00	$ 105.00	$ 9,870.00	$ 83.17	$ 7,817.98	$ 63.00	$ 5,922.00
	SITE UTILITIES - STORM SEWER														
4.1	Connect to Existing Storm Sewer Structure	LS	1	$ 1,250.00	$ 1,250.00	$ 500.00	$ 500.00	$ 2,500.00	$ 2,500.00	$ 803.00	$ 803.00	$ 1,590.00	$ 1,590.00	$ 1,250.00	$ 1,250.00
4.2	6" Subdrain	LF	865	$ 35.00	$ 30,275.00	$ 28.00	$ 24,220.00	$ 34.00	$ 29,410.00	$ 23.95	$ 20,716.75	$ 29.68	$ 25,673.20	$ 30.00	$ 25,950.00
4.3	Clean Out	EA	1	$ 750.00	$ 750.00	$ 250.00	$ 250.00	$ 1,200.00	$ 1,200.00	$ 778.00	$ 778.00	$ 1,590.00	$ 1,590.00	$ 750.00	$ 750.00
	TENNIS COURT IMPROVEMENTS														
5.1	5" depth HMA Tennis Court Pavement w/ Color Surfacing	SY	4,042	$ 80.00	$ 323,360.00	$ 50.20	$ 202,908.40	$ 56.00	$ 226,352.00	$ 70.20	$ 283,748.40	$ 63.35	$ 256,060.70	$ 72.50	$ 293,045.00
5.2	Granular Base, 6" depth	SY	4,042	$ 15.00	$ 60,630.00	$ 17.85	$ 72,149.70	$ 17.00	$ 68,714.00	$ 9.30	$ 37,590.60	$ 13.78	$ 55,698.76	$ 16.00	$ 64,672.00
5.3	10' Hts. Tennis Court Fencing, Black Vinyl Coated	LF	952	$ 95.00	$ 90,440.00	$ 73.59	$ 70,057.68	$ 68.00	$ 64,736.00	$ 74.10	$ 70,543.20	$ 70.90	$ 67,496.80	$ 74.75	$ 71,162.00
5.4	4' W Gate, Black Vinyl Coated	EA	1	$ 950.00	$ 950.00	$ 522.00	$ 522.00	$ 1,350.00	$ 1,350.00	$ 1,620.00	$ 1,620.00	$ 2,375.00	$ 2,375.00	$ 2,625.00	$ 2,625.00
5.5	6' Ht. Fencing, Black Vinyl Coated, Surface Mount	LF	22	$ 60.00	$ 1,320.00	$ 56.10	$ 1,234.20	$ 51.00	$ 1,122.00	$ 129.00	$ 2,838.00	$ 54.06	$ 1,189.32	$ 56.00	$ 1,232.00
5.6	6' Ht. x 12' width Double Swing Gate, Black Vinyl Coated	EA	1	$ 1,200.00	$ 1,200.00	$ 1,452.00	$ 1,452.00	$ 1,320.00	$ 1,320.00	$ 2,123.00	$ 2,123.00	$ 1,326.00	$ 1,326.00	$ 1,500.00	$ 1,500.00
5.7	Tennis Court Nets Posts, Anchor and Net	EA	6	$ 3,500.00	$ 21,000.00	$ 3,630.00	$ 21,780.00	$ 3,300.00	$ 19,800.00	$ 1,710.00	$ 10,260.00	$ 3,460.00	$ 20,760.00	$ 3,630.00	$ 21,780.00
	SITE RESTORATION														
6.1	Filter Sock/Erosion Control	LS	1	$ 2,000.00	$ 2,000.00	$ 2,310.00	$ 2,310.00	$ 2,000.00	$ 2,000.00	$ 2,823.00	$ 2,823.00	$ 2,060.00	$ 2,060.00	$ 2,500.00	$ 2,500.00
6	Seeding SUDAS Type 1 w/ Hydromulch	AC	0.3	$ 5,000.00	$ 1,500.00	$ 10,000.00	$ 3,000.00	$ 8,000.00	$ 2,400.00	$ 6,967.00	$ 2,090.10	$ 8,480.00	$ 2,544.00	$ 15,000.00	$ 4,500.00
	TOTAL BASE BID:				**$ 767,180.00**		**$ 607,604.21**		**$ 669,218.00**		**$ 638,109.00**		**$ 685,670.72 ***		**$ 662,080.00 ***
	BID SECURITY:						10%		10%		10%		10%		10%
	ADD ALTERNATES														
A1	9' Hts. Windscreen	LS	1	$ 13,000.00	$ 13,000.00	$ 10,835.00	$ 10,835.00	$ 10,835.00	$ 10,835.00	$ 10,962.00	$ 10,962.00	$ 10,760.00	$ 10,760.00	$ 10,850.00	$ 10,850.00
A2	Tennis Backboard	LS	1	$ 8,000.00	$ 8,000.00	$ 8,091.00	$ 8,091.00	$ 8,155.00	$ 8,155.00	$ 7,843.00	$ 7,843.00	$ 8,042.00	$ 8,042.00	$ 8,075.00	$ 8,075.00
A3	Court Lighting	LS	1	$ 50,000.00	$ 50,000.00	$ 70,000.00	$ 70,000.00	$ 33,347.00	$ 33,347.00	$ 71,080.00	$ 71,080.00	$ 34,869.00	$ 34,869.00	$ 70,000.00	$ 70,000.00
	TOTAL ADD ALTERNATES:				**$ 71,000.00**		**$ 88,926.00**		**$ 52,337.00**		**$ 89,885.00**		**$ 53,671.00**		**$ 88,925.00**
	CONSTRUCTION TOTAL WITH ALTERNATES:				**$ 838,180.00**		**$ 696,530.21**		**$ 721,555.00**		**$ 727,994.00**		**$ 739,341.72**		**$ 751,005.00**

TABULATION OF BIDS
Hawkeye Park Tennis Court Reconstruction
City of Ankeny
126.0176.01
May 26, 2026 10:30 am

						6		7		8		9	
				ENGINEER'S ESTIMATE		BURKETT CONSTRUCTION LLC		ORCHARD, INC.		GRIMES ASPHALT & PAVING CORPORATION		EDGE COMMERCIAL	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID												
	GENERAL PROVISIONS / DEMOLITION												
1.1	Mobilization	LS	1	$ 40,000.00	$ 40,000.00	$ 47,725.00	$ 47,725.00	$ 76,000.00	$ 76,000.00	$ 46,500.00	$ 46,500.00	$ 75,640.00	$ 75,640.00
1.2	Remove Asphalt Pavement	SY	4,105	$ 16.00	$ 65,680.00	$ 10.58	$ 43,430.90 *	$ 7.50	$ 30,787.50	$ 14.50	$ 59,522.50	$ 14.64	$ 60,097.20
1.3	Remove PCC Pavement	SY	373	$ 20.00	$ 7,460.00	$ 21.15	$ 7,888.95	$ 22.50	$ 8,392.50	$ 18.00	$ 6,714.00	$ 18.30	$ 6,825.90
1.4	Remove Fencing, Gates, and Footings	LF	990	$ 5.00	$ 4,950.00	$ 3.82	$ 3,781.80 *	$ 18.50	$ 18,315.00	$ 11.00	$ 10,890.00	$ 3.97	$ 3,930.30 *
1.5	Remove Tennis Court Nets, Posts, and Footings	EA	6	$ 500.00	$ 3,000.00	$ 481.75	$ 2,890.50	$ 850.00	$ 5,100.00	$ 1,500.00	$ 9,000.00	$ 610.00	$ 3,660.00
	EARTHWORK												
2.1	Earthwork	LS	1	$ 15,000.00	$ 15,000.00	$ 27,025.00	$ 27,025.00	$ 46,000.00	$ 46,000.00	$ 21,580.00	$ 21,580.00	$ 22,375.00	$ 22,375.00
2.2	Cement Treated Subgrade, Under HMA	SY	4,085	$ 15.00	$ 61,275.00	$ 10.75	$ 43,913.75 *	$ 12.00	$ 49,020.00	$ 11.00	$ 44,935.00	$ 11.16	$ 45,588.60 *
	CONCRETE												
3.1	PCC Band (30" width) under fence	LF	952	$ 30.00	$ 28,560.00	$ 41.13	$ 39,155.76 *	$ 42.00	$ 39,984.00	$ 54.00	$ 51,408.00	$ 58.56	$ 55,749.12
3.2	5" depth PCC Pavement	SY	94	$ 70.00	$ 6,580.00	$ 78.73	$ 7,400.62 *	$ 63.00	$ 5,922.00	$ 91.50	$ 8,601.00	$ 79.30	$ 7,454.20
	SITE UTILITIES - STORM SEWER												
4.1	Connect to Existing Storm Sewer Structure	LS	1	$ 1,250.00	$ 1,250.00	$ 587.50	$ 587.50	$ 3,000.00	$ 3,000.00	$ 1,765.00	$ 1,765.00	$ 1,415.00	$ 1,415.00
4.2	6" Subdrain	LF	865	$ 35.00	$ 30,275.00	$ 29.38	$ 25,413.70 *	$ 42.00	$ 36,330.00	$ 33.00	$ 28,545.00	$ 35.99	$ 31,131.35
4.3	Clean Out	EA	1	$ 750.00	$ 750.00	$ 1,410.00	$ 1,410.00	$ 3,000.00	$ 3,000.00	$ 1,765.00	$ 1,765.00	$ 1,525.00	$ 1,525.00
	TENNIS COURT IMPROVEMENTS												
5.1	5" depth HMA Tennis Court Pavement w/ Color Surfacing	SY	4,042	$ 80.00	$ 323,360.00	$ 70.24	$ 283,910.08 *	$ 68.00	$ 274,856.00	$ 72.00	$ 291,024.00	$ 75.79	$ 306,343.18 *
5.2	Granular Base, 6" depth	SY	4,042	$ 15.00	$ 60,630.00	$ 19.96	$ 80,678.32 *	$ 19.00	$ 76,798.00	$ 15.50	$ 62,651.00	$ 15.86	$ 64,106.12
5.3	10' Hts. Tennis Court Fencing, Black Vinyl Coated	LF	952	$ 95.00	$ 90,440.00	$ 78.61	$ 74,836.72 *	$ 74.00	$ 70,448.00	$ 79.00	$ 75,208.00	$ 81.62	$ 77,702.24 *
5.4	4' W Gate, Black Vinyl Coated	EA	1	$ 950.00	$ 950.00	$ 558.13	$ 558.13	$ 1,620.00	$ 1,620.00	$ 2,800.00	$ 2,800.00	$ 580.00	$ 580.00
5.5	6' Ht. Fencing, Black Vinyl Coated, Surface Mount	LF	22	$ 60.00	$ 1,320.00	$ 59.93	$ 1,318.46 *	$ 129.00	$ 2,838.00	$ 60.00	$ 1,320.00	$ 62.22	$ 1,368.84
5.6	6' Ht. x 12' width Double Swing Gate, Black Vinyl Coated	EA	1	$ 1,200.00	$ 1,200.00	$ 1,551.00	$ 1,551.00	$ 2,120.00	$ 2,120.00	$ 1,555.00	$ 1,555.00	$ 1,610.00	$ 1,610.00
5.7	Tennis Court Nets Posts, Anchor and Net	EA	6	$ 3,500.00	$ 21,000.00	$ 3,877.50	$ 23,265.00	$ 2,220.00	$ 13,320.00	$ 3,900.00	$ 23,400.00	$ 4,026.00	$ 24,156.00
	SITE RESTORATION												
6.1	Filter Sock/Erosion Control	LS	1	$ 2,000.00	$ 2,000.00	$ 2,350.00	$ 2,350.00	$ 2,700.00	$ 2,700.00	$ 2,775.00	$ 2,775.00	$ 3,050.00	$ 3,050.00
6	Seeding SUDAS Type 1 w/ Hydromulch	AC	0.3	$ 5,000.00	$ 1,500.00	$ 2,820.00	$ 846.00 *	$ 8,800.00	$ 2,640.00	$ 11,840.00	$ 3,552.00	$ 12,200.00	$ 3,660.00
	TOTAL BASE BID:				**$ 767,180.00**		**$ 719,937.19** *		**$ 769,191.00**		**$ 755,510.50**		**$ 797,968.05** *
	BID SECURITY:						10%		10%		10%		10%
	ADD ALTERNATES												
A1	9' Hts. Windscreen	LS	1	$ 13,000.00	$ 13,000.00	$ 10,850.00	$ 10,850.00	$ 11,000.00	$ 11,000.00	$ 11,600.00	$ 11,600.00	$ 11,300.00	$ 11,300.00
A2	Tennis Backboard	LS	1	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 7,840.00	$ 7,840.00	$ 8,700.00	$ 8,700.00	$ 8,460.00	$ 8,460.00
A3	Court Lighting	LS	1	$ 50,000.00	$ 50,000.00	$ 35,100.00	$ 35,100.00	$ 37,800.00	$ 37,800.00	$ 74,850.00	$ 74,850.00	$ 34,000.00	$ 34,000.00
	TOTAL ADD ALTERNATES:				**$ 71,000.00**		**$ 54,450.00**		**$ 56,640.00**		**$ 95,150.00**		**$ 53,760.00**
	CONSTRUCTION TOTAL WITH ALTERNATES:				**$ 838,180.00**		**$ 774,387.19**		**$ 825,831.00**		**$ 850,660.50**		**$ 851,728.05** *

Notes
* Total Price amount adjusted based on Unit Price.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE HAWKEYE PARK TENNIS COURT RECONSTRUCTION", 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 HAWKEYE PARK TENNIS COURT RECONSTRUCTION

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Hawkeye Park Tennis Court Reconstruction, described in the plans and specifications heretofore adopted by this Council on June 1, 2026, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Caliber Concrete, LLC** of **Adair, Iowa**

Amount of bid: **$696.530.21**

Portion of project: All construction work

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

PASSED AND APPROVED this 1st day of June, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE HAWKEYE PARK TENNIS COURT RECONSTRUCTION", 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 HAWKEYE PARK TENNIS COURT RECONSTRUCTION

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 Hawkeye Park Tennis Court Reconstruction, 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: **Caliber Concrete, LLC** of **Adair, Iowa**

Amount of bid: **$696.530.21**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **1st** day of **June**, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of June, 2026, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Caliber Concrete, LLC, 309 Audubon Street, Adair, Iowa 50002, 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:

HAWKEYE PARK TENNIS COURT RECONSTRUCTION

Base Bid - the Hawkeye Park Tennis Court Reconstruction project includes the demolition and removal of the existing tennis courts, fencing, subdrain system, and PCC pavement. Improvements consist of the construction of six new tennis courts, including new PCC pavement, subdrain system, and perimeter fencing. The project also includes site restoration and all incidental work necessary to complete the improvements in accordance with the plans and specifications.

Add Alternate #1 - Windscreen, see sheet C200 for additional information.
Add Alternate #2 - Tennis backboard, see sheet C200 for additional information.
Add Alternate #3 - Court lighting, see sheet C200 for additional information.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Six Hundred and Ninety-six Thousand, Five Hundred and Thirty Dollars and Twenty-one Cents ($696.530.21), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **September 25, 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 **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

_____

CONTRACTOR:

_____
Contractor

By _____
Signature

_____
Title

_____
Street Address

_____
City, State, Zip Code

_____
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number __ __ __ __ __ - __ __ 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 _____)
) 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
BASE BID					
	GENERAL PROVISIONS / DEMOLITION				
1.1	Mobilization	LS	1	$40,025.00	$40,025.00
1.2	Remove Asphalt Pavement	SY	4,105	$10.60	$43,513.00
1.3	Remove PCC Pavement	SY	373	$9.00	$3,357.00
1.4	Remove Fencing, Gates, and Footings	LF	990	$3.58	$3,544.20
1.5	Remove Tennis Court Nets, Posts, and Footings	EA	6	$150.00	$900.00
	EARTHWORK				
2.1	Earthwork	LS	1	$2,500.00	$2,500.00
2.2	Cement Treated Subgrade, Under HMA	SY	4,085	$11.95	$48,815.75
	CONCRETE				
3.1	PCC Band (30” width) under fence	LF	952	$59.57	$56,710.64
3.2	5” depth PCC Pavement	SY	94	$83.56	$7,854.64
	SITE UTILITIES – STORM SEWER				
4.1	Connect to Existing Storm Sewer Structure	LS	1	$500.00	$500.00
4.2	6” Subdrain	LF	865	$28.00	$24,220.00
4.3	Clean Out	EA	1	$250.00	$250.00
	TENNIS COURT IMPROVEMENTS				
5.1	5” depth HMA Tennis Court Pavement w/ Color Surfacing	SY	4,042	$50.20	$202,908.40
5.2	Granular Base, 6” depth	SY	4,042	$17.85	$72,149.70
5.3	10’ Ht. Tennis Court Fencing, Black Vinyl Coated	LF	952	$73.59	$70,057.68
5.4	4’ W Gate, Black Vinyl Coated	EA	1	$522.00	$522.00
5.5	6’ Ht. Fencing, Black Vinyl Coated, Surface Mount	LF	22	$56.10	$1,234.20
5.6	6’ Ht. x 12’ W Double Swing Gate, Black Vinyl Coated	EA	1	$1,452.00	$1,452.00

5.7	Tennis Court Net Posts, Anchor and Net	EA	6	$3,630.00	$21,780.00
	SITE RESTORATION				
6.1	Filter Sock/Erosion Control	LS	1	$2,310.00	$2,310.00
6.2	Seeding SUDAS Type 1 w/ Hydromulch	AC	0.3	$10,000.00	$3,000.00

TOTAL AMOUNT BASE BID = $607,604.21

ADD ALTERNATES					
A1	9’ Ht. Windscreen	LS	1	$10,835.00	$10,835.00
A2	Tennis Backboard	LS	1	$8,091.00	$8,091.00
A3	Court Lighting	LS	1	$70,000.00	$70,000.00

TOTAL AMOUNT ADD ALTERNATES = $88,926.00

TOTAL CONTRACT AMOUNT $ 696,530.21

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and _____, 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 Six Hundred and Ninety-six Thousand, Five Hundred and Thirty Dollars and Twenty-one Cents ($696.530.21), 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 1st day of June, 2026, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

HAWKEYE PARK TENNIS COURT RECONSTRUCTION

Base Bid - the Hawkeye Park Tennis Court Reconstruction project includes the demolition and removal of the existing tennis courts, fencing, subdrain system, and PCC pavement. Improvements consist of the construction of six new tennis courts, including new PCC pavement, subdrain system, and perimeter fencing. The project also includes site restoration and all incidental work necessary to complete the improvements in accordance with the plans and specifications.

Add Alternate #1 - Windscreen, see sheet C200 for additional information.
Add Alternate #2 - Tennis backboard, see sheet C200 for additional information.
Add Alternate #3 - Court lighting, see sheet C200 for additional information.

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 **one (1)** year 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 _____ day of _____, 20___.

PRINCIPAL:	**SURETY:**
_____ Contractor	_____ Surety Company
By _____ Signature	By _____ Signature Attorney-in-Fact Officer
_____ Title	_____ Printed Name of Attorney-in-Fact Officer
	_____ Company Name
	_____ Company Address
	_____ City, State, Zip Code
	_____ 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.**



city of Ankeny
bringing it all together.

Hawkeye Park Tennis Courts

1 in = 250 ft

Date: 4/27/2026

DEPARTMENT OF PARKS AND RECREATION

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Approval of official council actions of the regular meeting of May 18, 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, May 18, 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 Bobbi Bentz called the meeting to order at 5:30 p.m. Council Members Matt Davis, Jeff Perry, and Todd Shafer were in attendance. Council Members Dustin Graber and Justin Hollinrake joined the meeting electronically. City Manager Mike Schrock and City Attorney Pat Burk were also present. Mayor Bentz led the Pledge of Allegiance.

CEREMONY

By proclamation, Mayor Bentz designated the month of May 2026 as Foster Care Month.

PUBLIC FORUM

1. Michael McCoy, CEO of Metro Waste Authority, presented information about their facilities, services, community benefits, and hazards.

APPROVAL OF AGENDA

1. Council Member Davis moved, Shafer seconded, to approve and accept the May 18, 2026 agenda without amendment. Ayes: 5.

PUBLIC HEARINGS

1. PH 2026-25. 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 CIPP Lining Project. Notice of this hearing was published in the Des Moines Register on the 1st day of May, 2026.

   Don Clark, Municipal Utilities Director, reported that the project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

   Mayor Bentz then asked for any public comment regarding the proposed project. Hearing none, Council Member Shafer moved, Davis seconded, to close public hearing 2026-25. Ayes: 5. Council Member Davis moved, Shafer seconded, to adopt 1) **RESOLUTION 2026-169** adopting plans, specifications, form of contract, and estimate of cost of $629,447.00; 2) receive and file report of bids received on May 12, 2026; and 3) **RESOLUTION 2026-170** making award of the construction contract with SAK Construction, LLC in the amount of $589,527.00.

Ayes: Davis, Shafer, Graber, Hollinrake, Perry.

2. PH 2026-26. Mayor Bentz announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2259 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Richard H. Meridith and Martha J. Meridith Revocable Trust, from the current R-1, One-Family Residence District to R-3, Multiple Family Residence District to 12 units per acre and no apartments. Layman's Description – approximately 16.62 acres (+/-) located west of Interstate 35, east of NE Delaware Avenue, south of NE 15th Street and north of NE 9th Street. Notice of this hearing was published in the Des Moines Register on the 8th day of May, 2026 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Development Services, reported that the applicant, Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith Revocable Trust, has proposed the rezoning. The area subject to the proposed rezoning consists of one parcel.

   Mayor Bentz then asked for any public comment regarding the proposed rezoning. Russell Adams, Ankeny, spoke in opposition of the rezoning. Council Member Perry moved, Shafer seconded, to close public hearing 2026-26. Ayes: 5. Council Member Perry moved, Shafer seconded, to accept first consideration of ORDINANCE 2259. Ayes: Perry, Davis, Hollinrake, Graber. Nays: Shafer.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 4, 2026, as published, subject to correction as recommended by the City Clerk.
2. Official council actions of the special meeting of May 8, 2026, as published, subject to correction, as recommended by the City Clerk.
3. Receive and file the minutes of the Civil Service Commission meeting of May 4, 2026, subject to correction as recommended by the commission.
4. Receive and file minutes of the Plan and Zoning Commission meeting of April 21, 2026.
5. Receive and file minutes of the Zoning Board of Adjustment meeting of April 21, 2026.

Licenses and Permits

6. Issuance of cigarette, tobacco, vapor, and alternative nicotine product permits.
7. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

8. Receive and file the Financial Reports for April 2026.
9. Receive and file the Building Permit Report for April 2026.

10. Receive and file the Utility Billing Report for April 2026.
11. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $64,955.00 with HDR Engineering, Inc. (HDR) for construction services on the NW Irvinedale Drive Elevated Water Storage project.
12. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $30,330.00 with HR Green, Inc. for limited construction engineering services on the SE Oralabor Road & SE Four Mile Drive Traffic Signal.
13. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $28,830.00 with SVPA Architects Inc. for additional design and site survey services on the Public Works Salt Storage Facility project.
14. Change Order #1 decreasing the contract amount by $418.66 to All Star Concrete, LLC for construction services on the NW 17th Street Storm Sewer & Pavement Improvements project.
15. Change Order #2 increasing the contract amount by $16,566.68 to Con-Struct, Inc., for construction services on the 2025 PCC Reconstruction Program - NW 9th Street project.
16. Change Order #1 increasing the contract amount by $5,700.00 to Manatt's, Inc., for construction services on the 2026 PCC Reconstruction Program - NE Trilein Drive project.
17. Change Order #1 increasing the contract amount by $23,628.00 to MPS Engineers, PC dba Kingston Services, PC, for construction services on the 2026 PCC Street Patching Program project.
18. Payment #1 in the amount of $179,467.36 to Absolute Group, for construction services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
19. Payment #13 in the amount of $14,925.49 to AECOM Technical Services, Inc., for engineering services on the I-35 & NE 36th Street Interchange Improvements project.
20. Payment #1 in the amount of $121,364.46 to All Star Concrete, LLC, for construction services on the NW 17th Street Storm Sewer & Pavement Improvements project.
21. Payment #1 in the amount of $8,960.75 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements -Phase 2A: Design Engineering project.
22. Payment #1 in the amount of $50,604.00 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements -Phase 2B: Design Engineering project.
23. Payment #3 in the amount of $8,040.88 to Civil Design Advantage, LLC, for construction engineering services on the Westlawn Place Area Utility Improvements - Phase 1: Construction Engineering project.
24. Payment #13 in the amount of $9,490.58 to Civil Design Advantage for engineering services on the SE Creekview Drive Extension (RISE) project.
25. Payment #17 in the amount of $7,335.55 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
26. Payment #2 in the amount of $241,136.84 to Con-Struct, Inc., for construction services on the 2025 PCC Reconstruction Program - NW 9th Street project.
27. Payment #2 in the amount of $92,957.55 to Con-Struct, Inc., for construction services on the West First Street Widening and Improvements - Phase 2 project.
28. Payment #1 in the amount of $75,712.06 to Foth Infrastructure and Environment, LLC for engineering services on the NW 36th Street Widening - NW Abilene Road to NW Ash Drive project.
29. Payment #40 in the amount of $10,335.89 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

30. Payment #1 in the amount of $44,704.87 to Howser Concrete Unlimited, LLC, for construction services on the 2026 Pedestrian Ramp Improvements Program-Watercrest project.
31. Payment #1 in the amount of $25,522.22 to JAS Construction LLC., for construction services on the 2026 PCC Reconstruction Program - NE Chambers Parkway project.
32. Payment #3 in the amount of $831.25 to Land Management Services, for construction services on the 2025-2026 Native Vegetation Maintenance project.
33. Payment #1 in the amount of $102,154.09 to Manatt's, Inc., for construction services on the 2026 PCC Reconstruction Program - NE Trilein Drive project.
34. Payment #6 in the amount of $64,082.57 to Manatt's Inc., for construction services on the SE Creekview Drive Extension (RISE) project.
35. Payment #2 in the amount of $42,058.75 to McClure Engineering Company, for design engineering services on the SW Oralabor Road Intersection Improvements - Phase 1: Design Engineering project.
36. Payment #24 in the amount of $5,459.55 to McClure Engineering for construction administration and observation on the SW Des Moines Street Utility Improvements.
37. Payment #2 in the amount of $245,187.09 to MPS Engineers, PC dba Kingston Services, PC, for construction services on the 2026 PCC Street Patching project.
38. Payment #2 in the amount of $17,311.75 to Olsson, Inc., for engineering services on the Traffic Signal Timing Updates - NE/SE Delaware Avenue project.
39. Payment #14 in the amount of $39,181.52 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
40. Payment #2 in the amount of $330,586.15 to S.M. Hentges and Sons, Inc., for construction services on the Westlawn Place Area Utility Improvements - Phase 1 project.
41. Payment #9 in the amount of $131,059.73 to Shekar Engineering PLC for construction services on the SW Des Moines Street Utility Improvements.
42. Payment #8 in the amount of $29,460.00 to Veenstra & Kimm, Inc. for engineering services on the Water Tower - Design Services project.
43. Payment #1 in the amount of $4,983.71 to WHKS & Co., for construction services on the SE 3rd Street Area Collection Storm Sewer Improvements - Phase 1 project.
44. May 18, 2026 Accounts Payable by fund: General $377,210; Hotel/Motel Tax $78,123; Road Use Tax $59,031; Police & Fire Retirement $1,438; Debt Service $24,892,684; Friends of Ankeny Library $6,300; Miracle Park $2,065; Solid Waste $115,346; Water $86,615; Water Sinking $1,520,263; Sewer $15,807; Storm Water $2,548; Golf Course $35,639; Enterprise Capital Projects $790,110; Revolving $87,200; Risk Management $41,431; Health Insurance $2,189; Capital Projects $1,215,709; Payroll Totals $1,670,458; Transfers/ACH ($241,500); Agenda Payments Approved Separately $1,991,986; Grand Total $32,750,652.
45. **RESOLUTION 2026-172** authorizing the purchase of an asphalt distributor for the Public Works Department.
46. **RESOLUTION 2026-173** authorizing the purchase of a truck chassis for Public Works Department single axle snowplow truck (replace existing truck #221).
47. **RESOLUTION 2026-174** authorizing the purchase of a truck chassis for Public Works Department single axle snowplow truck (replace existing truck #223).
48. **RESOLUTION 2026-175** naming depositories for the City of Ankeny, Iowa.

Personnel Items

49. Accept the Civil Service Commission certified list for promotion to: Utilities Operator II in the water division of the municipal utilities department; subject to passing any further departmental requirements.

Community Development Items

50. Grant preliminary approval of Trailside at Trestle Ridge Plat 1 Final Plat and accept private street names NW Cadence Lane, NW Trail Grove Lane and NW Path Lane; and recommend City Council authorization of cost-sharing for 2,157 square yards of 6-inches of modified subbase under the pavement in an amount not to exceed $64,710.00 and for 1,019 linear feet of perforated subdrain in an amount not to exceed $12,737.50.
51. **RESOLUTION 2026-176** setting a public hearing for a request to vacate a Public Ingress/Egress Easement, located on Outlot U, Spectrum 36 Plat 1 and Outlot Y, Spectrum 36 Plat 2. (date of hrg: 6/1/26 @ 5:30 p.m.)
52. **RESOLUTION 2026-177** accepting final plat, subdivision bonds for seeding and erosion control, platted easements, and cost-participation for 12-inch water main for Piper Properties Plat 5 Final Plat.
53. **RESOLUTION 2026-178** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in the Piper Properties Plat 5 Final Plat.
54. **RESOLUTION 2026-179** accepting final plat, subdivision bonds for seeding and erosion control, platted easements, and cost-participation for 12-inch water main for Piper Properties Plat 6 Final Plat.
55. **RESOLUTION 2026-180** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in the Piper Properties Plat 6 Final Plat.
56. **RESOLUTION 2026-181** authorizing the Mayor to sign a Hold Harmless Agreement allowing Dillon Davenport to construct a fence within a Public Storm Sewer, Drainage and Pond Access Easement on the north 17.5 feet of Lot 19, Grove Landing Plat 6.
57. **RESOLUTION 2026-182** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Ingress/Egress Easement associated with the development of the Elevated Water Storage Tower No. 4 Site Plan.
58. **RESOLUTION 2026-183** authorizing the Mayor to sign a Development Agreement with Central Bank concerning the reimbursement for improvements associated with Piper Properties Plat 5.

Engineering Items

59. **RESOLUTION 2026-184** authorizing the execution of a Joint Public Service Agreement between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the maintenance and repair of primary roads (state highways) within Ankeny.
60. **RESOLUTION 2026-185** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the SE Oralabor Road & SE Four Mile

Drive Traffic Signal in Ankeny, Iowa. (Heggen Farms, LLC)

Capital Improvement Projects

61. **RESOLUTION 2026-186** accepting a proposal from Iowa Signal, Inc. in the amount of $35,008.70 for East 1st Street & Trilein Drive Traffic Signal Upgrades.
62. **Sunrise Park Parking Lot Reconstruction Project**: a) Certificate of Completion; b) **RESOLUTION 2026-187** accepting the public improvements with TK Concrete, Inc. in the amount of $89,071.00; and c) Final Payment #1 in the amount of $84,617.45; Retainage Payment in the amount of $4,453.55.

Administrative Items

63. Approve Orders Accepting Acknowledgment/Settlement Agreements for tobacco violations.
64. **RESOLUTION 2026-188** amending the Record Retention Manual for the City of Ankeny, Iowa.
65. **RESOLUTION 2026-189** authorizing the City of Ankeny to enter into a grant agreement with Bravo Greater Des Moines for a Local Arts and Culture Program Grant.
66. **RESOLUTION 2026-190** amending the convenience or service fee on debit and credit card transactions.

ORDINANCES

67. Accept third consideration of **ORDINANCE 2254**, an Ordinance amending Chapter 107 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees, sending it on its final passage and publication as required by law.
68. Accept third consideration of **ORDINANCE 2255**, an Ordinance amending Chapter 98 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges, sending it on its final passage and publication as required by law.
69. Accept third consideration of **ORDINANCE 2256,** an Ordinance amending Chapter 91 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to temporary water service, sending it on its final passage and publication as required by law.

APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, seconded by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-69. Ayes: Shafer, Perry, Davis, Graber, Hollinrake.

LEGISLATIVE BUSINESS

Approval of Ordinances

70. **Ord 2257.** An Ordinance Amending Chapter 41.12 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to trapping and community cats. Council

Member Perry moved, Shafer seconded, to accept second consideration of ORDINANCE 2257. Ayes: Perry, Shafer, Davis, Graber, Hollinrake.

71. **Ord 2258.** An Ordinance Amending Chapter 55 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to animal protection and control. Council Member Perry moved, Davis seconded, to accept second consideration of ORDINANCE 2258. Ayes: Perry, Davis, Graber, Hollinrake, Shafer.

NEW BUSINESS

1. **$20,855,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2026A** Council Member Davis moved, Shafer seconded, to receive and file report of bids received on May 18, 2026 at 10:00 A.M. Ayes: Davis, Shafer, Graber, Hollinrake, Perry. Council Member Davis moved, Perry seconded, to adopt **RESOLUTION 2026-191** directing sale of $19,550,000 General Obligation Bonds, Series 2026A. Ayes: Davis, Perry, Graber, Hollinrake, Shafer.
2. **$6,965,000 (Subject to Adjustment per Terms of Offering) Water Revenue Bonds, Series 2026B** Council Member Davis moved, Shafer seconded, to receive and file report of bids received on May 18, 2026 at 10:00 A.M. Ayes: Davis, Shafer, Graber, Hollinrake, Perry. Council Member Perry moved, Davis seconded, to adopt **RESOLUTION 2026-192** directing sale of $6,615,000 Water Revenue Bonds, Series 2026B. Ayes: Perry, Davis, Graber, Hollinrake, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:39 p.m.

Michelle Yuska, City Clerk

Bobbi B. Bentz, Mayor

Published in the Des Moines Register on 5/29/26.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Receive and file the minutes of the Civil Service Commission meeting of May 20, 2026, subject to correction as recommended by the commission.

ORIGINATING DEPARTMENT
Human Resources

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. 05.20.26 cs minutes

Meeting Minutes

Civil Service Commission

Wednesday, May 20, 2026
12:30 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Laura Murphy
David Kinsley

ELECTRONIC MEETING INFORMATION

Join Zoom Meeting
https://us06web.zoom.us/j/7604242870?pwd=L2dkVW51NFRLK0pRTUVpOEQ4OFBydz09&omn=89934569416
Meeting ID: 760 424 2870
Passcode: 1234
Dial in: =1 312 626 6799; Meeting ID: 760 424 2870; Passcode: 1234

CALL TO ORDER - ROLL CALL

The meeting was called to order by Ray Blase. Blase present, Murphy present by Zoom, Kinsley present.

1. **MOTION TO APPROVE THE MINUTES OF 5-4-26**
   Murphy moved to approve the minutes from May 4, 2026. Kinsely seconded the motion. All voted aye and the motion carried.

2. **MOTION TO CERTIFY PROMOTIONAL ELIGIBILITY LISTS FOR THE FOLLOWING POSITIONS:**
   - **UTILITIES OPERATOR II – WASTEWATER IN THE MUNICIPAL UTILITIES DEPARTMENT**
   - **COMBINATION INSPECTOR II IN THE DEVELOPMENT SERVICES DEPARTMENT**
   - **PERMIT TECHNICIAN II IN THE DEVELOPMENT SERVICES DEPARTMENT**
   - **ENGINEERING TECHNICIAN II – DEVELOPMENT ENGINEERING IN THE MUNICIPAL UTILITIES DEPARTMENT**
   - **TRAFFIC SAFETY SUPERVISOR IN THE PUBLIC WORKS DEPARTMENT**
   - **POLICE SERGEANT IN THE POLICE DEPARTMENT**

Kinsely moved to certify the above promotional eligibility lists, and the lists remain active for a period of two years. Murphy seconded the motion. All voted aye and the motion carried.

Utilities Operator II–Wastewater – Municipal Utilities:

RANK	LAST NAME	FIRST NAME
1	Baratta	Alec
1	McGill	Josiah

Combination Inspector II – Development Services:

RANK	LAST NAME	FIRST NAME
1	Moree	Trey

Permit Technician II– Development Services:

RANK	LAST NAME	FIRST NAME
1	Manning	Kristin

Engineering Technician II– Municipal Utilities:

RANK	LAST NAME	FIRST NAME
1	Conley	Dana

Traffic Safety Supervisor– Public Works:

RANK	LAST NAME	FIRST NAME
1	Fogg	Joe

Police Sergeant– Police Department:

RANK	LAST NAME	FIRST NAME
1	Cusack	Jake
2	Campbell	Colton
3	Odobasic	Imran
4	Muhlbauer	Brock
5	DePrez	Nichole
6	Young	Steve
7	Ditsworth	Kevin
8	Shimanek	Nathan
9	Shelton	Max
10	Ash	Shaun

3. ADJOURNMENT

Being there was no further business, Blase adjourned the meeting at 12:33 pm. No future meetings have been scheduled and will occur on an as needed basis.

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Receive and file minutes of the Plan and Zoning Commission meeting of May 5, 2026.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. P&Z Minutes 2026-05-05

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 5, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the May 5, 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, Trina Flack and Todd Ripper. Absent: Phil Tuning. Staff present: Eric Jensen, Eric Carstens, Ryan Kirschman, Laura Hutzell, Bryan Morrissey, and Alexa Middleton.

AMENDMENTS TO THE AGENDA
Motion by T. Flack to approve and accept the May 5, 2026 agenda without amendments. Second by L. West. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
Staff received no communications.

CITIZEN'S REQUEST
There were no requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the April 21, 2026 minutes of the Plan and Zoning Commission meeting.
Item #2. 3911 SE Four Mile Drive – Site Plan
Motion to approve the site plan for 3911 SW Four Mile Drive

Motion by T. Ripper to approve the recommendations for Consent Agenda Items #1 - #2. Second by R. Weisheit. Motion carried 6 - 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
There were no business items.

REPORTS
City Council Meeting
E.Jensen reported on the May 4, 2026 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the Tuesday, May 19th, 2026 Plan and Zoning Commission meeting. Set Public Hearing for Tuesday, May 19, 2026 at 6:30pm to consider: Property owned by Legacy Housby, LLC to be rezoned from R-1, One-Family Residence District to M-1, Light Industrial District.

Commissioner's Reports
There were no reports.

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

Submitted by Alexa Middleton, Recording Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Receive and file minutes of the Zoning Board of Adjustment meeting of May 5, 2026.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

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. ZBOA Minutes 2026-05-05

Meeting Minutes
Zoning Board of Adjustment
Tuesday, May 5, 2026
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the May 5, 2026 regular meeting of the Zoning Board of Adjustment to order at 5:01 p.m.

Chair Matt Ott read the Zoning Board of Adjustment Opening Statement.

ROLL CALL
Members present: Matt Ott, Jeff Baxter, Nichole Sungren, and Eric Strom. Absent: Brett Walker.
Staff: E. Jensen, E. Carstens, L. Hutzell, R. Kirschman, B. Morrissey, and A. Middleton.

AMENDMENTS TO THE AGENDA
There were no amendments to the agenda.

MINUTES OF THE April 21, 2026 REGULAR MEETING
Motion by J. Baxter to approve the meeting minutes as submitted. Second by N. Sungren. Motion carried 4-0.

COMMUNICATIONS / CORRESPONDENCE
Staff received two similar letters from Kimberly J. Spitzig of 609 SW Southlawn Circle, concerning the #26-05 request.

BUSINESS ITEMS:
There were no business items.

PUBLIC HEARINGS:

#26-05
Dawn Takekawa on behalf of Mike Bolquadsen, 3302 C, LLC
for property located at
426 S Ankeny Blvd
RE: Amendment to Parking Setback Requirement

Chair M.Ott opened the public hearing.

Adam Schoeppner, 1933 SW Magazine Rd., of Nilles Associates spoke on behalf of Dawn Takekawa and her business partner, Amanda Green. He explained that they are looking to move their law firm into the current residential home at 426 S Ankeny Blvd. They are looking to upgrade the property by making it ADA accessible and adding parking. Shoeppner explained that code requires them to add 6 parking spots, but to accommodate staff and clients, they feel they will require 10 spots. They are requesting the elimination of the 5-foot parking setback requirement to both the north and south ends of the 426 S Ankeny Blvd property. The elimination of the setback requirements would allow them to add 10 parking spots, which they need for their six employees, with additional spots for clients. He explained that to the north, Dairy Queen has a fence that would abut the proposed parking stalls. To the south, a

residential property with a fence and some landscaping in poor condition would be directly next to the proposed parking. Schoeppner explained that Dawn and Amanda are determined to be good neighbors, and as such have reached out to neighboring property owners to discuss the area between the fence and the property at 426 S Ankeny Blvd. They were unsuccessful in their attempts to contact the neighbor to the south, but the City received correspondence from that neighbor.

M. Ott asked if they had discussed the south variance with the property owner at 609 SW Southlawn.

A. Schoeppner reiterates that Dawn Takekawa had reached out to the property owner via phone and email, but was unsuccessful in making contact.

M. Ott asked about the current fence, which is part of the 609 SW Southlawn Cir property.

Schoeppner explained that part of the fence has fallen down along S Ankeny Blvd.

M. Ott asked about existing plantings and plantings proposed in the submittal drawing.

A. Schoeppner confirmed that the circles in the drawing represent plantings, and explained that there are existing plantings in the area.

M. Ott asked for clarification about the agreement Takekawa is attempting to propose to the 609 SW Southlawn property owner.

D. Takekawa responded by explaining she attempted to get in touch with the property owner at 609 SW Southlawn Circle via email and phone. She explained that, regardless of whether the variance is approved, she and her business partner would like to invest in improving the area north of the fence, which is viewable from the 426 S Ankeny Blvd property. She illustrated the area in question, mentioning that the fence sits 5 feet south of the property line, and there is also gravel between the fence and property line. Extending the pavement would cover an area that currently has a gravel covering. She was seeking to enter into a maintenance agreement for the strip of land north of the south property owner's fence, allowing her to add the parking stalls and improve what she described as the poor condition of the fence and landscaping immediately behind it, but was not able to get in contact with the property owner.

L. Hutzell presented the staff report, explaining the request for a variance to Ankeny Municipal Code Chapter 194.01(6)(A) to allow the construction of parking on both the north and south sides of the property at 426 S. Ankeny Blvd without the required 5-foot parking setback. Hutzell explained the location of the property, located on the west side of South Ankeny Boulevard, just south of Southwest 3rd Street and northwest of Southeast Peterson Drive. She noted that City of Ankeny staff received two correspondences from Kimberly J. Spitzig, of 609 SW Southlawn Circle, in opposition to the variance request for the southern end of the property.

Hutzell stated that staff recommends approval of a variance to Ankeny Municipal Code Section 194.01(6)(A) to allow parking without a setback along the north property line at 426 S. Ankeny Blvd.

She explained that this recommendation is based on a determination the elimination of the required setback along the north property line is compatible with adjacent commercial development and would

not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

Furthermore, Hutzell explained that staff also recommends denial of the variance request to Ankeny Municipal Code Section 194.01(6)(A) to allow parking without a setback along the south property line at 426 S. Ankeny Blvd.

This is based on a determination that elimination of the required setback along the south property line is not compatible with adjacent zoning and the need for an appropriate transition between commercial and residential uses and therefore is not in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

M. Ott asked for clarification that the code does not require 10 parking spots, rather, that it is the applicant's desire to have 10 spots.

L. Hutzell replied that it is her understanding that the requirement would be for 6 spots, but the applicant is proposing 10.

M. Ott asked if the City of Ankeny staff position would change if Takekawa was able to sign an agreement with the property owner at 609 SW Southlawn Circle to effectively screen the parking from the south property line.

E. Jensen responded that if there were a legal agreement in place, staff's recommendation may be different.

E. Carstens further clarified that the applicant's submittal is not a full site plan, and it has not been reviewed to the standards of a full site plan. Some of the spots depicted in the applicant's submittal drawing may not work.

J. Baxter asked if the proposed concrete is aligned with the utility pole depicted in one of the exhibits. He asked how far the proposed concrete would extend from the current driveway.

E. Jensen replied that it likely would be in a similar position to where the pole is in the exhibit.

J. Baxter asked if the utility pole in the exhibit is on the 426 S Ankeny Blvd property.

A. Schoeppner responded that the wooden lath in the exhibit depicts the corner of the 426 S Ankeny Blvd. property.

M. Ott asked if the applicant has considered reaching out to adjacent property owners to agree on a parking easement.

D. Takekawa responded that she did reach out to neighboring property owners to work towards securing this approval, but also because she wants to be a good neighbor regardless of the outcome tonight. She asked City of Ankeny staff if an agreement would change their position on the south variance, and was told it would not impact their position, so she did not attempt in-person contact with the adjacent property owners ahead of the meeting. She did reach out via email and phone.

E. Jensen responded that City of Ankeny staff may reconsider their position in the event there was a legal written agreement between the property owners and the applicant.

D. Takekawa explained that a written legal agreement is what she hopes to achieve with the property owner.

Adam Clark, property owner at 607 SW Southlawn Cir., spoke on behalf of himself and Kimberly J. Spitzig, the property owner of 609 SW Southlawn Circle, both properties being directly to the south of the requested southern parking setback variance. He said that the current fence and landscaping in question, part of the 609 SW Southlawn Circle property, were both in good condition but had been damaged as part of the recent road construction on S Ankeny Blvd. He explained that he and K. Spitzig are both in opposition to the requested southern variance. He further explained that his concern regarding the variance is that another business may take over the property and cause greater difficulties than they might have with the proposed law office.

M. Ott asked what A. Clark's concern is with the proximity of parking immediately adjacent, since his property is next to the proposed variance.

A. Clark replied that he is concerned about the noise factor.

M. Ott asked for a response to the 609 SW Southlawn Circle property owner's written assertion that she did not receive timely notice of the hearing.

L. Hutzell confirmed that the property owners were contacted in advance of the meeting in line with City of Ankeny rules for public notices, which require notification at least 7 days prior to the meeting. This expectation was met.

Motion by M. Ott to close the public hearing, receive and file documents. Second by J. Baxter. All voted aye. Motion carried 4 – 0.

Board Action on Filing #26-05 for property located at 426 S Ankeny Blvd
Motion by J. Baxter that the Zoning Board of Adjustment approve a Variance to Ankeny Municipal Code Section 194.01(6)(A) to allow parking without a setback along the north property line at 426 S. Ankeny Blvd. and denying a variance to Ankeny Municipal Code Section 194.01(6)(A) to allow parking without a setback along the south property line at 426 S. Ankeny Blvd. Second by M. Ott. Motion carried 4-0.

ADJOURNMENT
1. Request for Closed Session under Code Section 21.5.1 (c)
Motion by M. Ott to go into Closed Session, pursuant to the provisions of Iowa Code Section 21.5.1, subparagraph (c) "To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Second by J. Baxter. All voted aye. Motion carried 4 – 0.

Chair Matt Ott, Vice Chair Jeff Baxter, Board Members Nichole Sungren and Eric Strom went into closed session with Attorney Tom Henderson at 5:41 p.m. and returned to the Council Chambers at 5:46 p.m. Chair Matt Ott reopened the public meeting. Baxter seconded. Motion carried 4-0.

M. Ott motioned to direct Attorney Tom Henderson to go forth in the manner as discussed in the closed session. J. Baxter seconded. Motion carried 4-0.

2. Motion to Adjourn

There being no further business, a motion was made by J. Baxter to adjourn the meeting. Second by M. Ott. Meeting adjourned at 5:47p.m.

Submitted by Alexa Middleton, Recording Secretary
Zoning Board of Adjustment

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Receive and file minutes of the Library Board of Trustee meeting of April 16, 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 APR 2026

Ankeny Kirkendall Public Library
BOARD OF TRUSTEES
MEETING MINUTES

Thursday, April 16, 2026
Regular Meeting: 6 p.m.
Location: Library – Council Chambers

Present: John Meyer, Nancy Medema, Fred Schuster, 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	Stephenson moved to approve. Meyer seconded. Approved by all.
IV. Financial Reports	A. Expenditures a. Run Rate: 75% b. Building Maintenance Services – we're slightly above target. B. Revenues
V. Director's Report – Sam Mitchel	• Celebrated 3 library associate anniversaries (Tina Erickson, Arielle Nemmers, and Angela Luttenegger). • Friends of the Library held a planning meeting. • Conducted a tour for Justin Hollinrake, a City Council member. • Friends of the Library held a trivia night. • Schuster asked about number of employees who conducted training – do we have an issue with turnover? Mitchel responded that the amount of training is due to the amount of part time work. Most of our turnover is due to part-time employees who are going back to school, moving, or retirement. Some training is also due to training volunteers.
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	Board of Trustees By-laws (2nd Reading) • Change was made to the Amendments – that if a change is requested to the by-laws, it requires a 2/3 vote (instead of unanimous). • Approved by all.
VII. Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	Director Evaluation: Create committee • Schuster asked that Meyer lead this committee again. • Meyer had sent out evals for the board to complete. He provided printed copies at the meeting in case we wanted to complete in that way.

Agenda Item	Discussion Points
	• Meyer and Schuster will calibrate results and provide to Mitchel.
VIII. Friends of the Library (*Update)*	Medema shared that they made over $4,000 at the recent trivia night.
IX. Old Business	
X. New Business	New mayor is changing how board members renew for an additional term. The person must re-apply and candidates from previous terms can also be considered. Schuster shared that the last City Council member received a tour of the library. He seemed very interested in how the library operates. Schuster plans to invite senators that represent Ankeny to a tour of the library. Will wait until after the current legislative session.
XI. Adjournment	Meyer motioned to adjourn. Medema seconded. Next meeting: May 21, 2026

Respectfully submitted, Miranda Piepho, Secretary
Approved: 5/21/26

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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. Chamling Food & Liquor Store Inc, dba Chamling Smoke & Liquor, 322 SW Maple St, Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
2. S & S Khanal LLC, dba Blue Mountain Liquor, 107 NE Delaware Ave Ste 1, Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products (Renew), Effective July 1, 2026 through June 30, 2027.
3. Vape World & Tobacco, LLC, dba Vape World, 802 SE Oralabor Rd, Ste 121, Cigarettes, Tobacco, Vapor Products, 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

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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 Cl

1. Guadalajara LLC, d/b/a Guadalajara Mexican Restaurant, 202 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 17, 2026. PENDING DEPT APPROVALS
2. Target Corporation d/b/a Target Store T-1767, 2135 SE Delaware Ave. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 27, 2026.
3. Quiktrip Corporation & Subsidiaries, d/b/a Quiktrip #514, 802 E 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effecitve July 1, 2026.
4. Ankeny Area Chamber of Commerce d/b/a Ankeny Area Chamber of Commerce, 1500 SW Main St. - Class C Retail Alcohol License (LC) (5 Day) - Effective July 10, 2026.
5. Bus Events LLC, d/b/a Beer Bus, 715 W 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective June 17, 2026
6. Bus Events LLC, d/b/a Beer Bus, 715 W 1st St. (AMP) - Special Class C Retail Alcohol License (BW) (5 Day) - Effective June 24, 2026

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

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $386,700.00 with Veenstra and Kimm, Inc. for construction services on the Elevated Water Tower #4 project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required

EXECUTIVE SUMMARY

Veenstra and Kimm, Inc. (V&K) has completed the design phase of the Elevated Water Tower #4 project. The Municipal Utilities Department proposes to continue to use V&K for the construction services.

The scope of Amendment No. 1 includes construction administration, construction staking, survey, record drawings and construction observation. A complete scope of the construction services is included in the attached Amendment No. 1. A copy of the professional services agreement that was approved on March 3, 2025, is also attached for reference.

The fee for construction services is not to exceed $386,700.00. The original Professional Services Agreement was for design and cost $294,600.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to $681,300.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles in the amount of $386,700.00 for the Elevated Water Tower #4 project.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $386,700.00 with V&K for construction services for the Elevated Water Tower #4 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

March 3, 2025: City Council approved the Professional Services Agreement with Nilles for construction services for the Elevated Water Tower #4 project.

FISCAL IMPACT

The project is included in the City's 2026 - 2030 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Original PSA
2. AMENDMENT 1 Construction Services

Docusign Envelope ID: 4F625F62-71A6-41D4-8EFB-DAF76B77E38B

AGREEMENT

PROFESSIONAL ENGINEERING SERVICES
WATER TOWER
ANKENY, IOWA

THIS AGREEMENT, made and entered into this 3rd day of MARCH, 2025, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH, THAT WHEREAS, the City of Ankeny owns and operates a municipal water system, and

WHEREAS, the City of Ankeny has experienced significant growth and an increase in average and peak water usage in the water system, and

WHEREAS, the City has determined additional water storage is necessary in the water system to meet current demands and to provide for future growth, and

WHEREAS, the City has determined the location of the new elevated water storage should be south of the school facilities at 400 SW Pleasant Street on City owned property, and

WHEREAS, the City has determined it appropriate to design and construct a new water tower with a volume of approximately 2,500,000 gallons, with said project being referred to as the **Water Tower**, or the **Project**, and

WHEREAS, the City desires to retain the services of the Engineers for the design and construction of the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers for engineering matters on the Project. Such agreement shall be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT**. It is understood and agreed the water storage improvements shall consist of the following:

    a. New elevated storage tank with a volume of approximately 2,500,000 gallons.

    b. Water mains as necessary to connect the new water tower to the existing water distribution system.

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2. **DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications. The surveys include the determination of the boundaries of the City owned property.

3. **GEOTECHNICAL SERVICES.** In conjunction with its subconsultant, Team Services, complete the necessary geotechnical soil borings and provide a subsurface geotechnical study and recommendations for the elevated water storage tank.

4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.

5. **SIZE AND STYLE.** The elevated storage tank will be a 2.5 million gallon composite construction water tower.

6. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Five (5) half size sets of final plans and two (2) bound specifications shall be submitted to the Owner.

7. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.

8. **EASEMENT DOCUMENTS.** The Engineers shall prepare all necessary temporary construction and access easements associated with the Project.

9. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.

10. **SITE PLAN.** The Engineers shall prepare a site plan for the elevated water storage tank and assist in obtaining site plan approval by the City.

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11. **COSTS OF PLANS AND SPECIFICATIONS**. The Owner shall compensate the Engineers for the actual costs of the plans and specifications that are printed on paper and provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under **17. COMPENSATION**.

12. **BID OPENING AND AWARD OF CONTRACT**. The Engineers shall have a representative present when bids and proposals are opened for the construction contract, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibleness of any bidder.

13. **PRECONSTRUCTION CONFERENCE**. The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.

14. **GENERAL SERVICES DURING CONSTRUCTION**. The Engineers shall provide general services during construction including, but not limited to, the following:

    a. Establishing a bench mark and/or base line to permit start of construction work.

    b. Consult with and advise Owner.

    c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.

    d. Assist in interpretation of plans and specifications.

    e. Review drawings and data of manufacturers.

    f. Provide construction staking for the construction of the project.

    g. Process and certify payment estimates of the Contractor to Owner.

    h. Prepare and process necessary change orders or modifications to the construction contract.

    i. Make routine and special trips to the Project site as required.

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j. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.

k. Provide the City with one (1) full size paper set and an electronic set of the as-built plans showing final construction.

15. **FINAL REVIEW**. The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

16. **RESIDENT REVIEW SERVICES**.

a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections, including those that require climbing of the elevated storage tank during and following construction.

b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.

c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced with the erection and coating of elevated storage tanks.

d. During the coating of the tower provide full-time inspection. Inspection will be provided by a resident reviewer with NACE certification and experience in coating inspection. The reside reviewer of coating inspection will include the appropriate climbing of the erected tower.

e. During the erection of the tower provide welding inspection by inspectors with AWS certification in welding.

17. **COMPENSATION**. The Owner shall compensate the Engineers for their services by payment of the following fees:

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a. The fee for design and bidding services as set forth in **1. SCOPE OF PROJECT** through **12. BID OPENING AND AWARD OF CONTRACT** shall be the lump sum of Two Hundred Ninety-four Thousand Six Hundred Dollars ($294,600). The fees for services under this Agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.

b. Construction services and the fee for **13. PRECONSTRUCTION CONFERENCE** through **16. RESIDENT REVIEW SERVICES** shall be performed under a separate agreement or an amendment to this agreement.

c. The Owner shall compensate the Engineers for the cost of printing paper plans and specifications and distribution of paper plans and specifications as set forth in **6. PLANS AND SPECIFICATIONS** above as provided in Iowa Code Section 26.3(2) (2017). The reimbursement of the cost of plans and specifications as required under Iowa Code Section 26.3(2) (2017) is not included in the fees for services set forth under this Agreement.

18. PAYMENT. The fees for services shall be due and payable as follows:

a. During design and preparation of the plans and specifications, the fee shall be due and payable monthly.

b. For general services during construction, resident review and final review, the fee shall be due and payable monthly.

19. LEGAL SERVICES. The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

20. SERVICES NOT INCLUDED. The above-stated fees do not include compensation for the following items:

a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.

b. Material testing and inspections other than those completed as a part of the resident review on the site of the Project, environmental impact statements, archaeological investigation, contaminated soil and groundwater investigations, geotechnical investigation.

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c. Wetlands studies and archaeological studies.

d. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the Projects included in this Agreement.

e. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.

f. Services required for re-design as a result of substitute products during the construction phase.

g. Services required as a result of Owner providing incomplete or incorrect Project information.

h. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.

i. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

j. Services related to the acquisition of property.

k. Exterior decorative lighting design.

l. Office or restroom facilities.

21. SUSPENSION.

a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

Docusign Envelope ID: 4F625F62-71A6-41D4-8EFB-DAF76B77E38B

b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

22. TERMINATION.

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

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

c. 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.
   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.
   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.
   3) Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
   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.

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

23. DISPUTE RESOLUTION.

a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.

Docusign Envelope ID: 4F625F62-71A6-41D4-8EFB-DAF76B77E38B

b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.

c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

24. **BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

25. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call of renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

26. **CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.

27. **EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work.

Docusign Envelope ID: 4F625F62-71A6-41D4-8EFB-DAF76B77E38B

28. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

29. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	$1,000,000/2,000,000
Automobile Liability	$1,000,000
Excess Liability (Umbrella)*	$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	$1,000,000
Professional Liability**,***	$3,000,000/3,000,000

*Occurrence/Aggregate
** The Owner is not to be named as an additional insured.
***Claims made basis

30. **ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.

31. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

Docusign Envelope ID: 4F625F62-71A6-41D4-8EFB-DAF76B77E38B

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF ANKENY, IOWA

Signed by:
By Bobbi Bentz
D4FA23105D40460...
Mayor

ATTEST:

DocuSigned by:
By Michelle Yuska
7E497EC63C464A9...
City Clerk

VEENSTRA & KIMM, INC.

By Forrest Aldrich
President

ATTEST:

By Meredith Coon

AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES

ELEVATED WATER STORAGE NO. 4
CONSTRUCTION ENGINEERING SERVICES
ANKENY, IOWA

I. NAME OF CONTRACTING PARTIES

This Amendment was entered into this 1st day of June, 2026, by and between the City of Ankeny, Iowa, a municipal corporation, and Veenstra & Kimm, Inc., a corporation organized and existing under the laws of the State of Iowa, hereinafter called "Engineer," as follows:

II. Under "16. RESIDENT REVIEW SERVICES" after Paragraph e. add the following:

f. Resident observation services will be provided at times during construction of the project when meaningful work activities are occurring. Resident observation is not required during periods of non-critical or minimal activity. The target for resident observation is to provide resident observation that on average translates to half-time observation with periods of greater than half-time observation during critical construction activities. The resident observation contemplated under this Amendment is approximately 2,500 on-site resident observation hours.

III. Under "17. COMPENSATION" delete Paragraph b and insert the following:

b. For the scope of services set forth in **13. PRECONSTRUCTION CONFERENCE** through **15. FINAL REVIEW** the fee will be the lump sum amount of Ninety-eight Thousand Three Hundred Dollars ($98,300). The fees for services under this Agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.

c. For the scope of services set forth in **16. RESIDENT REVIEW SERVICES** the total fee shall be determined on the basis of the Engineers' standard hourly rates for time, in hours, for personnel of the Engineers who are actually engaged in the performance of the services, plus direct out of pocket costs, and costs of services for weld inspections by Team Services, Inc. The initial standard hourly rates are as shown in Attachment A. The Engineers may adjust the standard hourly rates in June of each year. The adjustment of the standard hourly rates shall not change the maximum not to exceed fee. Based on the providing of not more than 2,500 hours of resident review, the total fee for resident review services shall not exceed the sum of Two Hundred Eighty-eight Thousand Four Hundred Dollars ($288,400).

d. The total amount of this amendment shall not exceed the fee of Three Hundred Eighty-six Thousand Seven Hundred Dollar ($386,700).

IV. Except as modified in this Amendment the terms and provisions of the Agreement for Professional Services dated March 3, 2025 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment to Agreement for Professional Services as of the day and year first written above.

CITY OF ANKENY, IOWA

By_____
Mayor

ATTEST:

By_____
City Clerk

VEENSTRA & KIMM, INC.

By Forrest Pehrick
Senior Vice President

ATTEST:

By Patti Jass-Roth

A Kleinfelder Company

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(2026)

Management I	$275.00
Management II	$260.00
Process Engineer I	$286.00
Client Services I	$255.00
Client Services II	$209.00
Client Services III	$151.00
Client Services IV	$117.00
Client Services V	$105.00
IT I	$211.00
IT II	$142.00
IT III	$90.00
Funding Specialist I	$158.00
Funding Specialist II	$140.00
Engineer I-A	$265.00
Engineer I-B	$249.00
Engineer I-C	$242.00
Engineer I-D	$226.00
Engineer II-A	$219.00
Engineer II-B	$208.00
Engineer III-A	$195.00
Engineer III-B	$189.00
Engineer III-C	$183.00
Engineer IV	$177.00
Engineer V	$165.00
Engineer VI	$156.00
Engineer VII	$151.00
Engineer VIII	$143.00
Engineer IX	$135.00
Engineer X	$119.00
Engineer XI	$109.00
Engineer XII	$99.00
Design Technician I	$154.00
Design Technician II	$134.00
Design Technician III	$119.00
Architect I	$215.00
Architect II	$185.00
Architect III	$166.00
Planner I	$167.00

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Planner II	$119.00
Planner III	$110.00
Drafter IA	$152.00
Drafter IB	$139.00
Drafter II	$134.00
Drafter III	$129.00
Drafter IV	$117.00
Drafter V	$105.00
Drafter VI	$95.00
Drafter VII	$83.00
Clerical I	$105.00
Clerical II	$99.00
Clerical III	$87.00
Clerical IV	$75.00
Clerical V	$63.00
Construction Engr I	$247.00
Construction Engr II	$161.00
Construction Engr III	$142.00
Construction Engr IV	$119.00
Surveyor I	$179.00
Surveyor II	$163.00
Technician I	$136.00
Technician II	$121.00
Technician III	$111.00
Technician IV	$105.00
Technician V	$100.00
Technician VI	$91.00
Technician VII	$81.00
Technician VIII	$73.00
Technician IX	$60.00
Building Inspector I	$242.00
Building Inspector I-A	$171.00
Building Inspector II	$132.00
Building Inspector III	$105.00
Accountant I	$217.00
Accountant II	$159.00
Accountant III	$140.00
Accountant IV	$126.00
Accounting V	$111.00
Design Engineer I	$135.00
Design Engineer II	$145.00
Design Engineer III	$154.00
Design Engineer IV	$160.00

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Engineer Intern	$115.00
Office Coordinator	$138.00
Principal I	$263.00
Principal II	$275.00
Project Manager I	$210.00
Project Manager II	$215.00
Project Specialist I	$115.00
Project Specialist II	$122.00
Project Engineer I	$152.00
Project Engineer II	$170.00
Project Engineer III	$182.00
Project Engineer IV	$195.00
Senior Project Engineer I	$174.00
Senior Project Engineer II	$190.00
Senior Project Engineer III	$205.00
Senior Project Engineer IV	$210.00
Senior Project Manager IV	$245.00
Senior Technician IV	$175.00
Engineering Technician I	$135.00
Engineering Technician II	$139.00
Engineering Technician III	$147.00

A Kleinfelder Company

REIMBURSABLES AND EQUIPMENT RATES (2026)

GPS / Robotics	$35.00
Tablet	$45.00
Fluoroscope	$50.00
4-Wheeler	$50.00
Drone	$75.00
Mileage	IRS Rate

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #5 in the amount of $35,263.00 to Bolton & Menk, Inc., for design engineering services on the NW 18th St Reconstruction - NW State St to NW Ash Dr 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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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: June 1, 2026 **Payment Application #:** 5

Payment Period: From: March 14, 2026 Through: April 10, 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:	$ 247,853.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 247,853.00		
Less Previous Applications for Payment:		$ 212,590.00		
SUBTOTAL:			$	35,263.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**35,263.00**
Balance to Finish, Including Retainage:		$ 410,779.00		
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 May 12, 2026
Signature Date

City of Ankeny Staff Approval:

Matthew Grgurich 5/12/2026
Signature Date

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

Date Printed: 5/12/2026

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
3	April 6, 2026	$ 40,243.50
4	May 4, 2026	$ 36,048.00
5		
6		
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Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
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PREVIOUS PAY APPS TOTAL = $ 212,590.00

Record of Change Orders:

No.	Date	Amount
1		
2		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
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**

Date Printed: 5/12/2026

BOLTON & MENK
Real People. Real Solutions.

NW 18th St Reconstruction
Monthly Progress Report

Date: May 12, 2026
To: Matt Grgurich
From: Zach Parsons

Billing Range: through 4/10/26
Invoice No.: 0393967
BMI Project No. 25X.141733

Work Completed Last Period

Wetland Delineation Report, Preliminary Plans

Upcoming Major Work Items

Utility Coordination, Utility Potholing, Wetland Permitting, Check Plans

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	$ 495.00	$ 1,553.50	$ 2,048.50	$ 19,311.50	9.6%	25%
2	Project Coordination, Meetings, Utility Coordination, & Public Involvement	$ 44,168.00	$ 1,030.00	$ 1,012.00	$ 2,042.00	$ 42,126.00	4.6%	7%
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	$ 9,500.00	$ -	100.0%	100%
6	Utility Potholing	$ 29,078.00	$ -	$ -	$ -	$ 29,078.00	0.0%	0%
7	Aquatic Resource Delineation	$ 9,699.00	$ 568.00	$ 3,392.00	$ 3,960.00	$ 5,739.00	40.8%	70%
8	Preliminary Design	$ 235,439.00	$ 33,170.00	$ 190,946.50	$ 224,116.50	$ 11,322.50	95.2%	95%
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**	**$ 35,263.00**	**$ 212,590.00**	**$ 247,853.00**	**$ 410,779.00**	**37.6%**	**39%**

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

April 30, 2026
Project No: 25X.141733.000
Invoice No: 0393967
Client Account: ANKENY_CI_IA

Ankeny/NW 18th Street Recon Final Design

Project Management (0000001)
Professional Services

	Hours	Amount	
Principal	2.50	495.00	
Totals	2.50	495.00	
Total Labor			**495.00**
		Total this Task	**$495.00**

Project Coordination, Meetings, Utility (0000002)
Professional Services

	Hours	Amount	
Senior Project Engineer	5.00	1,030.00	
Totals	5.00	1,030.00	
Total Labor			**1,030.00**
		Total this Task	**$1,030.00**

Aquatic Resource Delineation (0000007)
Professional Services

	Hours	Amount	
Specialist	4.00	568.00	
Totals	4.00	568.00	
Total Labor			**568.00**
		Total this Task	**$568.00**

Preliminary Design (0000008)
Professional Services

	Hours	Amount	
Principal	8.50	1,711.00	
Senior Project Engineer	76.00	15,712.00	
Graduate Engineer	59.00	8,437.00	
Project Engineer	42.50	7,310.00	
Totals	186.00	33,170.00	
Total Labor			**33,170.00**

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

Project	25X.141733.000	Ankeny/NW 18th Street Recon Final Design	Invoice	0393967

Total this Task	**$33,170.00**
Total this Invoice	**$35,263.00**

Billings to Date

	Current	Prior	Total
Labor	35,263.00	203,090.00	238,353.00
Expense	0.00	9,500.00	9,500.00
Totals	**35,263.00**	**212,590.00**	**247,853.00**

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

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of $11,747.50 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 #3

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: June 1, 2026 **Payment Application #:** 3

Payment Period: From: February 21, 2026 Through: March 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:	$ 24,799.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 24,799.50		
Less Previous Applications for Payment:		$ 13,052.00		
SUBTOTAL:			$	11,747.50
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**11,747.50**
Balance to Finish, Including Retainage:		$ 63,700.50		
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 5-15-2026
Signature Date

City of Ankeny Staff Approval:

Signature 5/15/26
Date

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

Date Printed: 5/13/2026

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 34503
Date 05/06/2026

Project **25395 Canyon Creek Park**

Professional Services through May 06, 2026

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Task 1 - Preliminary Design						
Confluence		25,700.00	75.48	9,252.00	19,399.50	10,147.50
CDA		12,000.00	25.00	3,000.00	3,000.00	0.00
	Subtotal	37,700.00	59.42	12,252.00	22,399.50	10,147.50
Task 2 - Final Design						
Confluence		20,000.00	0.00	0.00	0.00	0.00
CDA		11,800.00	17.16	800.00	2,025.00	1,225.00
	Subtotal	31,800.00	6.37	800.00	2,025.00	1,225.00
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	3.07	0.00	375.00	375.00
	Subtotal	15,200.00	2.47	0.00	375.00	375.00
	Total	88,500.00	28.02	13,052.00	24,799.50	11,747.50

Invoice total **11,747.50**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
34503	05/06/2026	11,747.50	11,747.50				
	Total	11,747.50	11,747.50	0.00	0.00	0.00	0.00

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #6 in the amount of $3,178.95 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 #6

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: June 1, 2026 **Payment Application #:** 6

Payment Period: From: March 29, 2026 Through: May 2, 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:	$ 66,742.23			
Retainage: ____ % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 66,742.23		
Less Previous Applications for Payment:		$ 63,563.28		
SUBTOTAL:			$	3,178.95
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**3,178.95**
Balance to Finish, Including Retainage:		$ 75,280.77		

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 05/12/2026

Signature Dan Cook (05/12/2026 08:07:25 CDT) Date

City of Ankeny Staff Approval:

Adam Lust 05/14/26

Signature Date

Submit to: Adam Lust, Public Works Engineering Manager

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

Date Printed: 5/11/2026

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
4	April 6, 2026	$ 27,313.20
5	May 4, 2026	$ 10,175.91
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 63,563.28

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Progress Report: #6 Date: May 14, 2026

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

Consultant Name: HDR

Period: March 28, 2026 through May 2, 2026

Work Completed This Period:

Task 1 – Project Management

- Staff management, invoicing and project reporting

Task 4 – Traffic Analysis

- Provided operational and safety results for roundabouts at 4th St and 9th St intersections.
- Worked on documentation for traffic analysis memo.

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 and will provide a Final Pavement Evaluation Report.

Task 4 – Traffic Analysis

- HDR will continue to coordinate with City staff in the selection of the preferred alternative. Once a preferred alternative is selected, HDR will perform operational and safety analyses for the preferred alternative as well as conduct 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.	**1200823981**	
Invoice Date	**5/11/2026**	
Month Ending	**5/2/2026**	
Project No.	**10448730**	**$3,178.95**

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

March 29, 2026 through May 2, 2026

Labor Costs:

Description	Title	Hours
T. Theulen	Sr. Roadway Engineer	1.00
D. Cook	Project Manager	8.50
C. Ross	Traffic Engineer	10.00
T. McKinley	Accounting	0.50
Total Labor Hours:		20.00

Total Labor Dollars: $3,178.95

Direct Expenses $0.00 $0.00

Contract Fee: $142,023.00
Billed to Date $66,742.23

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

Amount Due This Invoice **$3,178.95**

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of $5,380.45 to Kirkham Michael & Associates, Inc., for engineering services on the Future NE Spectrum Dr. Over Otter Creek RCB Design project.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Kirkham - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Future NE Spectrum Dr. over Otter Creek RCB Design		
Contractor:	Kirkham Michael and Associates		
Address:	4390 114th St., Urbandale, IA 50322		
Finance Budget Code:	919.3919.4210	**Finance Project #:**	919.4210
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	February 16, 2026	**Vendor Account #:**	908

Date of Council Meeting: June 1, 2026 **Payment Application #:** 2

Payment Period: From: April 11, 2026 Through: May 8, 2026

Contract Summary:

Original Contract Amount:	$ 83,400.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 83,400.00		
Total Completed and Stored to Date:	$ 9,081.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 9,081.50		
Less Previous Applications for Payment:		$ 3,701.05		
SUBTOTAL:			$	5,380.45
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**5,380.45**
Balance to Finish, Including Retainage:		$ 74,318.50		
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: Kirkham Michael and Associates

Firm Name

Andrew Pitz 05-21-2026

Signature Date

City of Ankeny Staff Approval:

Donald Clark 5-21-26

Signature Date

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

E-mail: dclark@Ankenyiowa.gov Phone Number: (515) 963-3529

Date Printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 4, 2026	$ 3,701.05
2	June 1, 2026	
3	July 6, 2026	
4	August 3, 2026	
5	September 7, 2026	
6	October 5, 2026	
7	November 2, 2026	
8	December 7, 2026	
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 3,701.05

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

KIRKHAM MICHAEL

4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3819

INVOICE

Invoice Number: 100182
Date: May 21, 2026
Project Number: 2602620

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023

City of Ankeny-Ankeny Spectrum Drive over Otter Creek RCB PE

For Professional Services Rendered Through: May 08, 2026

Professional engineering services for the design of a RCB on the future alignment of NE Spectrum Drive over Otter Creek in Ankeny, Iowa per the contract dated 2/16/2026.

Work completed during this reporting period:
Finalized survey, began plan production and design

Work anticipated during the next reporting period:
Wetland investigation, plan preparation, and design

Maximum Allowable	$83,400.00
Previously Billed	$3,701.05
Current Invoice Amount	**$5,380.45**
Remaining Contract	$74,318.50

Professional Services

	Hours	Rate	Amount	
Fleming, Robert B - Survey Crew Chief	2.00	135.00	$270.00	
Ostheimer, Christopher - Design Technician	13.00	120.00	$1,560.00	
Putz, Andrew J - Senior Engineer	16.00	220.00	$3,520.00	
	31.00			**$5,350.00**

Reimbursable Expenses

	Unit Rate	Qty	Amount	
Company Truck (mileage)	$0.7250	42.0	$30.45	
				$30.45

Invoice Total **$5,380.45**

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #13 in the amount of $588.43 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: June 1, 2026 **Payment Application #:** 13

Payment Period: From: March 15, 2026 Through: May 12, 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:	$ 206,890.14			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 206,890.14		
Less Previous Applications for Payment:		$ 206,301.71		
SUBTOTAL:			$	588.43
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**588.43**
Balance to Finish, Including Retainage:		$ 31,543.86		

Contract Time Remaining (Substantial): (162.0) Working Days

Contract Time Remaining (Full): (162.0) 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 May 15, 2026
Date

City of Ankeny Staff Approval:

Leslie Hart 5/18/26
Signature Date

Submit to: Leslie Hart, P.E., PTOE, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 5/15/2026

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	$ 17,142.87
13	June 1, 2026	
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 206,301.71

Record of Change Orders:

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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:	322.0
Working Days Remaining:	(162.0)

Full Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	322.0
Working Days Remaining:	(162.0)

MONTHLY PROGRESS REPORT

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

Work Period: 3/15/2026 – 5/12/2026

Summary of Work Completed This Period:

- Prepared and submitted previous work period invoice and progress report
- Draft report comments revisions finished

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

May 15, 2026
Invoice No: 578603

Invoice Total $588.43

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 March 15, 2026 through May 9, 2026 for work completed in accordance with our Agreement dated February 17, 2025.

Phase 100 Project Management
Labor

	Hours	Rate	Amount	
Principal				
Albrecht, Christopher	.50	283.29	141.65	
Totals	.50		141.65	
Total Labor				**141.65**
			Total this Phase	**$141.65**

Phase 500 Concept Development
Labor

	Hours	Rate	Amount	
Principal				
Albrecht, Christopher	.50	283.29	141.65	
Totals	.50		141.65	
Total Labor				**141.65**
			Total this Phase	**$141.65**

Phase 800 Technical Memo
Labor

	Hours	Rate	Amount	
Project Manager				
Cutler, Chase	1.50	203.42	305.13	
Totals	1.50		305.13	
Total Labor				**305.13**
			Total this Phase	**$305.13**

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	025-00225	Ankeny IA Oralabor Intersection Study	Invoice	578603

Billing Limits	Current	Prior	To-Date
Total Billings	588.43	206,301.71	206,890.14
Limit			238,434.00
Balance Remaining			31,543.86

AMOUNT DUE THIS INVOICE **$588.43**

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

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

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

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

Authorized By: Chase Cutler

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of $14,647.25 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd/Reinhart Dr Signal project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: N Ankeny Blvd/Reinhart Dr Signal
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 ***Finance Project Code:*** 965.4210
Vendor Project or Invoice #: 126.0501.010 ***PO #***
Original Contract Date: April 6, 2026 ***Vendor #*** 990

Date of Council Meeting 6/1/2026 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: 04/20/26 through: 05/17/26

Contract Summary

Original Contract Amount:	$ 108,206.59		
Net change by Change Orders: Amd #1&2			
Contract Amount to Date: (line 1 ± 2)		$ 108,206.59	
Total completed and stored to date:	$ 19,781.35		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 19,781.35	
Less previous applications for payment:		$ 5,134.10	
SUBTOTAL			$ 14,647.25
			$ -
CURRENT PAYMENT DUE			$ 14,647.25
Balance to finish, including retainage:		$ 88,425.24	
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)

Mark A. Ld (Signature) 5/20/2026 (Date)

City of Ankeny Staff Approval

Leslie Hart (Signature) 5/21/26 (Date)

Submit to: Leslie Hart
Email: lhart@ankenyiowa.gov *Phone:* _____ *Fax:* _____

Date Printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2026	$ 5,134.10
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TOTAL $ 5,134.10

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2026
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

May 20, 2026

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: N ANKENY BOULEVARD AND NW REINHART DRIVE TRAFFIC SIGNAL & TURN LANE IMPROVEMENTS
PROGRESS REPORT NO. 2
S&A PROJECT NO. 126.0501.01

Dear Ms. Hart:

Enclosed is the second invoice for the above referenced project, for work performed through May 17, 2026. Services performed during this period included the following:

- Completed topographic and boundary survey work
- Created CADD base files and sheet files for project plans
- Established project stationing matching with previous projects
- Developed conceptual sidewalk and intersection geometry exhibit for City approval
- Coordination with Mid-American Energy to identify/plan for the signal power source

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 June 1, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 20, 2026

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

Invoice No: 126.0501.010 - 2

Email lhart@ankenyiowa.gov

Project **126.0501.010** **Ankeny - N Ankeny Blvd/Reinhart Drive Signal**

Professional Services through May 17, 2026

Basic Services

	Hours	Rate	Amount	
Sr. Engineer	1.00	236.00	236.00	
Land Surveyor VIII	7.00	216.00	1,512.00	
Engineer V	10.00	182.00	1,820.00	
Engineer IV	4.00	167.00	668.00	
Engineer III	8.25	155.00	1,278.75	
Land Surveyor III	3.50	155.00	542.50	
Engineer II	14.00	140.00	1,960.00	
Lead Technician	3.50	164.00	574.00	
Technician VII	21.50	136.00	2,924.00	
Technician VI	25.50	122.00	3,111.00	
Total Services	98.25		14,626.25	
Total Services				**14,626.25**

Fleet Mileage **21.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	14,647.25	5,134.10	19,781.35
Limit			108,206.59
Remaining			88,425.24

Phase Subtotal **$14,647.25**

Amount Due this Invoice **$14,647.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #3 in the amount of $34,698.25 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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: NE 18th Street Extension 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 6/1/2026 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: 04/20/26 through: 05/17/26

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:	$ 108,763.83			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 108,763.83		
Less previous applications for payment:		$ 74,065.58		
SUBTOTAL			$	34,698.25
			$	-
CURRENT PAYMENT DUE			$	34,698.25
Balance to finish, including retainage:		$ 824,436.17		
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)

Mark A Ld (Signature) 5/20/26 (Date)

City of Ankeny Staff Approval

Jan Hart (Signature) 5/22/2026 (Date)

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

Date Printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2026	$ 32,440.28
2	4/22/2026	$ 41,625.30
3		
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TOTAL $ 74,065.58

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

May 20, 2026

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

Invoice No: 126.0163.010 - 3

Email

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

Professional Services through May 17, 2026
894.3894.4210
894.4210

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	19.25	285.00	5,486.25	
Engineer VIII	29.50	216.00	6,372.00	
Engineer VI	1.00	195.00	195.00	
Engineer V	1.00	182.00	182.00	
Engineer IV	16.00	167.00	2,672.00	
Land Surveyor III	7.50	155.00	1,162.50	
Engineer II	5.00	140.00	700.00	
Technician VII	.50	136.00	68.00	
Technician V	62.25	110.00	6,847.50	
Administrative II	.25	84.00	21.00	
Total Services	142.25		23,706.25	
				23,706.25

Copies, Color Copies	2.00	
Total Expenses	**2.00**	**2.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	23,708.25	70,421.68	94,129.93
Limit			474,600.00
Remaining			380,470.07

Phase Subtotal **$23,708.25**

Specialty Services
Hourly Services

	Hours	Rate	Amount	
Environmental Scientist II	38.50	140.00	5,390.00	
GIS Specialist I	1.00	126.00	126.00	
Archaeologist II	39.00	140.00	5,460.00	
Total Services	78.50		10,976.00	
				10,976.00

Fleet Mileage

14.00

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	10,990.00	3,643.90	14,633.90	
Limit			458,600.00	
Remaining			443,966.10	
			Phase Subtotal	**$10,990.00**

Amount Due this Invoice **$34,698.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

May 20, 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. 3
S&A PROJECT NO. 126.0163.01

Dear Mr. Haberichter:

This is the third progress report for the above referenced project and covers work through May 17, 2026. Our work through this period includes the following:

- Submitting Concept Statement
- Progressing Topographic and Boundary Survey
- Progressing Traffic Study – we have agreed with traffic volume forecasts with the City
- Progressing Alternative Concept Layouts and Costs
- Progressing Environmental Reviews
    - Wetland and Stream Delineation
    - Threatened & Endangered Species
    - Cultural Resources Investigation

This next month we will hold our first PMT meeting on May 27, 2026. The purpose of the meeting will be to go over the traffic study, range of alternatives, the Iowa DOT environmental classification, and project schedule. We will also continue to progress on items we are currently working on.

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 June 1, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #17 in the amount of $4,620.35 to Snyder & Associates, Inc., for engineering services on the Sawgrass Park Dam Improvements project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Motion
LEGAL
No review required.

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Snyder - Pymt #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: June 1, 2026 **Payment Application #:** 17

Payment Period: From: April 1, 2026 Through: May 17, 2026

Contract Summary:

Original Contract Amount:	$ 73,700.00			
Net Change by Change Orders:	$ 116,890.71			
Contract Amount to Date: (line 1 ± 2)		$ 190,590.71		
Total Completed and Stored to Date:	$ 164,265.61			
Retainage 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 164,265.61		
Less Previous Applications for Payment:		$ 159,645.26		
SUBTOTAL:			$	4,620.35
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			$	**4,620.35**
Balance to Finish, Including Retainage:		$ 26,325.10		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature Mark A. Ford Date 5/20/2026

City of Ankeny Staff Approval:

Signature Becky Ford Date 5/22/2026

Submit to: Becky Ford

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

Date Printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 22, 2024	$ 11,762.25
2	June 19, 2024	$ 16,301.53
3	July 24, 2024	$ 3,843.03
4	September 25, 2024	$ 14,721.35
5	November 20, 2024	$ 3,206.00
6	January 23, 2025	$ 13,163.75
7	February 18, 2025	$ 9,042.10
8	March 27, 2025	$ 33,658.80
9	April 23, 2025	$ 7,757.50
10	May 22, 2025	$ 10,729.00
11	June 25, 2025	$ 11,867.00
12	July 23, 2025	$ 1,438.40
13	September 24, 2025	$ 6,063.75
14	October 22, 2025	$ 3,546.05
15	November 19, 2025	$ 4,524.50
16	December 18, 2025	$ 8,020.25
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 159,645.26

Record of Change Orders:

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

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

May 20, 2026

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

RE: SAWGRASS POND DAM IMPROVEMENTS
PROGRESS REPORT NO. 17
S&A PROJECT NO. 124.0622.01

Dear Ms. Ford:

This is the seventeenth progress report for the above-referenced project and covers services through May 17, 2026. Work during this period included coordination with Jasper Construction and McIntire Management Group regarding quotes and contractor availability to perform pipe lining; reviewing lining alternatives including CIPP and OBIC in lieu of spincast mortar; coordination on potential payment for stored materials; field meeting and minutes; and documentation of site conditions.

We look forward to continuing to work for the City and with you on this important project. Should you have any questions on this update, do not hesitate to contact me. We will be in attendance at the June 1, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/sak

Enclosure

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 20, 2026

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

Invoice No: 124.0622.010 - 17

Finance Budget Code 686.3686.4210

Finance Project Code 686.4210

Vendor 990

Email

Project **124.0622.010** **Sawgrass Park Dam Improvements**

Professional Services through May 17, 2026

Basic Services

Phase Subtotal		**0.00**

Construction Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer I	.25	265.00	66.25	
Sr. Engineer	11.50	236.00	2,714.00	
Engineer V	9.00	182.00	1,638.00	
Technician IV	2.00	100.00	200.00	
Total Services	22.75		4,618.25	
				4,618.25

Fleet Mileage **2.10**

Phase Subtotal		**$4,620.35**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,620.35	159,645.26	164,265.61
Limit			190,590.71
Remaining			26,325.10

Amount Due this Invoice **$4,620.35**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Steven Klocke

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #4 in the amount of $5,986.35 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 #4

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: June 1, 2026 **Payment Application #:** 4

Payment Period: From: April 20, 2026 Through: May 17, 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:	$ 87,832.75			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 87,832.75		
Less Previous Applications for Payment:		$ 81,846.40		
SUBTOTAL:			$	5,986.35
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**5,986.35**
Balance to Finish, Including Retainage:		$ 456,667.25		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature Date 5/21/2026

City of Ankeny Staff Approval:

Signature Date 05/22/26

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

Date Printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	February 19, 2026	$ 74,000.00
2	March 26, 2026	$ 4,549.90
3	April 22, 2026	$ 3,296.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 81,846.40

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

May 21, 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. 04
S&A PROJECT NO. 123.0680.01A

Dear Mr. Lust:

This is the fourth progress report for the above referenced project and covers services through May 17, 2026. Work through this period includes coordination with the Iowa DOT and Contractor, utility coordination, construction meeting attendance and minutes, traffic signalization and fiber submittal reviews, utility submittal reviews, water main text file and CSV file conversions, and project management. 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 June 1, 2026, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 21, 2026

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

Invoice No: 123.0680.01A - 4

Email

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

Professional Services through May 17, 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	4.00	236.00	944.00	
Land Surveyor VIII	1.00	216.00	216.00	
Engineer V	4.50	182.00	819.00	
Engineer IV	4.75	167.00	793.25	
Engineer II	18.75	140.00	2,625.00	
Sr. Technician	1.75	158.00	276.50	
Technician VII	2.00	136.00	272.00	
Total Services	36.75		5,945.75	
				5,945.75

Fleet Mileage

40.60

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,986.35	7,846.40	13,832.75	
Limit			470,500.00	
Remaining			456,667.25	
			Phase Subtotal	**$5,986.35**

Amount Due this Invoice **$5,986.35**

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

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #5 in the amount of $8,260.25 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 #5

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 6/1/2026 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: 04/01/26 through: 05/17/26

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:	$ 38,945.15		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 38,495.15	
Less previous applications for payment:		$ 30,234.90	
SUBTOTAL			$ 8,260.25
			$ -
CURRENT PAYMENT DUE			$ 8,260.25
Balance to finish, including retainage:		$ 20,404.85	
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

Mark A Rd 5/20/2026
Signature Date

City of Ankeny Staff Approval

Leslie Hart 5/21/26
Signature Date

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

Date Printed: 5/21/2026

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	3/26/2026	$9,595.75
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#	Date	Amount
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TOTAL $ 30,234.90

Record of Change Orders

#	Date	Amount
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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

May 20, 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. 5
S&A PROJECT NO. 125.1133.01

Dear Ms. Hart:

This is the fifth progress report for the above referenced project and covers work through May 17, 2026. Our work through this period included the following:

- Review and revise Synchro models and timing plans per City comments.
- Meeting with City and Olsson regarding proposed timing plans and implementation.
- Field review of implemented timings and coordination with 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.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajb

Enclosures

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 20, 2026

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

Invoice No: 125.1133.010 - 5

Email

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

Professional Services through May 17, 2026

	Hours	Rate	Amount	
Principal Engineer II	2.00	269.00	538.00	
Engineer V	44.00	173.00	7,612.00	
Engineer III	.75	147.00	110.25	
Total Services	46.75		8,260.25	
Total Services				**8,260.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	8,260.25	30,234.90	38,495.15
Limit			58,900.00
Remaining			20,404.85

Amount Due this Invoice **$8,260.25**

	Total	**Prior**	**Current**
Billings to Date	**38,495.15**	**30,234.90**	**8,260.25**

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

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to approve Payment #2 in the amount of $14,910.20 to WHKS & Co., for engineering services on the SE 3rd Street Area Collection Storm Sewer Improvements - Phase 1 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. WHKS - Pymt #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	SE 3rd Street Area Collection Storm Sewer Improvements - Phase 1		
Contractor:	WHKS & Co.		
Address:	1421 S Bell Ave, Suite 103; Ames, IA 50010		
Finance Budget Code:	689.3689.4210	**Finance Project #:**	689.4210
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	March 16, 2026	**Vendor Account #:**	12662

Date of Council Meeting: June 1, 2026 **Payment Application #:** 2

Payment Period: From: April 11, 2026 Through: May 8, 2026

Contract Summary:

Original Contract Amount:	$ 188,000.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 188,000.00	
Total Completed and Stored to Date:	$ 19,893.91		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 19,893.91	
Less Previous Applications for Payment:		$ 4,983.71	
SUBTOTAL:			$ 14,910.20
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 14,910.20**
Balance to Finish, Including Retainage:		$ 168,106.09	

Contract Time Remaining (Substantial):	~~144.0~~	Working Days
Contract Time Remaining (Full):	~~190.0~~	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: WHKS & Co.
Firm Name

Signature Date

Engineer / Consultant Approval: WHKS & Co.
Firm Name

Signature May 15, 2026
Date

City of Ankeny Staff Approval:

Signature Becky Ford Date 05/26/2026

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

Date Printed: 5/15/2026

engineers + planners + land surveyors

1421 South Bell, Suite 103
Ames, IA 50010-7710
Phone: 515.663.9997
Federal ID: 42-0943938

May 14, 2026
Project No: 10554.00
Invoice No: 57834

Becky Ford
Stormwater & Environmental Manager
City of Ankeny, Iowa
220 W. First Street
Ankeny, IA 50023

Project 10554.00 SE 3rd St Area Storm Sewer Collection Improvements

Professional Engineering Services from April 11, 2026 through May 08, 2026

Technical Services	**14,688.34**
Unit Billing	
Co Vehicle Mileage	**221.86**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	14,910.20	4,983.71	19,893.91
Limit			188,000.00
Remaining			168,106.09

Total this Invoice **$14,910.20**

Billings to Date

	Current	**Prior**	**Total**
Labor	14,688.34	4,866.98	19,555.32
Unit	221.86	116.73	338.59
Totals	**14,910.20**	**4,983.71**	**19,893.91**

Please remit payment to: WHKS & Co., P.O. Box 1467 Mason City, IA 50402-1467

SE 3rd Street Area Storm Sewer Collection Improvements
SE Lawrence Drive and SE 4th Street

Progress Report

Professional Engineering Services through May 08, 2026

- Design locate request made through Iowa One-Call
- Research of existing conditions.
- Topographic survey completed including location of marked utilities.
- Survey and existing data utilized to create project base maps.
- Conceptual paving design line work completed

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 18, 2026	$ 4,983.71
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 4,983.71

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
Consider motion to approve the June 1, 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
JUNE 1, 2026

Fund		PAYMENTS
100	General Fund	$ 201,466.50
220	Fire Gift Fund	-
233	Hotel/Motel Tax Fund	-
240	Hawkeye Park Player Fees Fund	-
250	Police Gift Fund	-
260	Road Use Tax Fund	61,783.73
270	Police Seizure Fund	-
280	Tax Increment Financing Fund	-
290	Police and Fire Retirement Fund	1,437.84
292	Employee Benefits Fund	-
295	Landfill Postclosure Fund	-
300	Debt Service Fund	-
430	Friends of the Ankeny Library Fund	7,026.90
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	27.93
510	Water Fund	808,778.10
520	Water Improvement Fund	-
530	Water Sinking Fund	1,659,074.54
550	Sewer Fund	797,209.71
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Storm Water Fund	10,131.96
590	Golf Course Fund	47,397.63
600-699	Enterprise Capital Projects Funds	84,998.73
710	Revolving Fund	37,205.44
720	Risk Management Fund	114,640.26
730	Health Insurance Fund	972.17
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	160,510.20
	Sub Total	$ 3,992,661.64
	Payroll Totals	2,314,890.23
	Service Transfers/ACH Drafts	(240,695.48)
	Agenda Payments Approved Separately	(207,355.58)
	Grand Total	$ 5,859,500.81

Honorable Mayor & City Council:

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

Mike Schrock — 05/28/2026

City Manager — Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 5/21/2026 THRU 6/03/2026

VENDOR I.D.	NAME	STATUS		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000966	U S BANK								
B-CHECK	U S BANK	VOIDED	V	5/27/2026			003056		47,173.05CR
011997	HIGH TIDE TECHNOLOGIES HOLDING								
M-CHECK	HIGH TIDE TECHNOLOGIES HUNPOST		V	5/21/2026			254662		483.00CR
012717	NICHOLE SPANGLER								
M-CHECK	NICHOLAS SPANGLER	UNPOST	V	5/27/2026			255561		500.00CR
000966	U S BANK								
M-CHECK	U S BANK	UNPOST	V	5/21/2026			255745		6,300.00CR

* * 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:	4	VOID DEBITS	0.00		
		VOID CREDITS	54,456.05CR	54,456.05CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	4	54,456.05CR	0.00	0.00
BANK: TOTALS:	4	54,456.05CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/21/2026 THRU 6/03/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711		A CUT ABOVE LAWN CARE & LANDSC							
	I-1238	05/01-05/15/26 MOWING	E	6/03/2026	7,879.20		014495		
	I-1242	5/16-5/22/26 NORTH ZONE MOW	E	6/03/2026	7,879.20		014495		15,758.40
					*** VENDOR TOTALS ***		1 CHECKS		15,758.40
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-PAY9FNL-NWNTHLN	PAY 9 FINAL-NW NTHLWN UTLTY P4	R	6/01/2026	12,124.94		255800		12,124.94
004997		ABSOLUTE CONCRETE CONSTRUCTION							
	I-RTNG-NWNTHLWNP4	RTNG-NW NTHLWN UTLTY IMP P4	R	6/01/2026	55,949.66		255801		55,949.66
					*** VENDOR TOTALS ***		2 CHECKS		68,074.60
012693		ACADEMY ROOFING & SHEET METAL							
	I-30945	FS#1 ROOF LEAK REPAIRS-FD	E	6/03/2026	309.86		014537		
	I-30947	CITY HALL ROOF LEAK REPAIRS-CH	E	6/03/2026	940.96		014537		
	I-30950	PRAC ROOF LEAK REPAIRS-PRAC	E	6/03/2026	542.36		014537		1,793.18
					*** VENDOR TOTALS ***		1 CHECKS		1,793.18
000003		ACCO UNLIMITED CORP							
	I-0262089-IN	POOL CHEMICALS PRAC	E	6/03/2026	332.50		014439		
	I-0262220-IN	ACCO AIR SCOUR FY26-CFAC	E	6/03/2026	3,295.00		014439		3,627.50
					*** VENDOR TOTALS ***		1 CHECKS		3,627.50
000164		G & S HARDWARE INC							
	I-211693/2	CULTIVATOR ROW SPLY-PW	R	6/01/2026	194.99		255802		194.99
					*** VENDOR TOTALS ***		1 CHECKS		194.99
000974		ACME ELECTRIC MOTOR INC.							
	I-16323649	ERGODYEN GLOWEAR VESTS/TRFC	E	6/03/2026	48.97		014460		48.97
					*** VENDOR TOTALS ***		1 CHECKS		48.97
005541		ACUSHNET COMPANY							
	I-923093839 A	MERCHANDISE FOR RESALE-PRO	R	6/01/2026	814.02		255803		
	I-923093839 B	TITL PRO MERCANDISE RESALE-PRO	R	6/01/2026	168.06		255803		
	I-923107819	SPECIAL ORDER MERCH OC	R	6/01/2026	162.22		255803		
	I-923191563	SPECIAL ORDER MERCH - OC	R	6/01/2026	52.01		255803		1,196.31
					*** VENDOR TOTALS ***		1 CHECKS		1,196.31
000226		AIRGAS NORTH CENTRAL INC							
	I-5524032244	RENT4/2-4/30/26 CYL NITRO-WTR	R	6/01/2026	3.60		255804		3.60
					*** VENDOR TOTALS ***		1 CHECKS		3.60
008251		ALADTEC INC							
	I-INV00480998	5/12/26-7/14/26 API ACCESS	R	6/01/2026	509.62		255805		509.62
					*** VENDOR TOTALS ***		1 CHECKS		509.62

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/21/2026 THRU 6/03/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009262		AMAZON CAPITAL SERVICES INC							
	I-11H4-P1NW-4MW1	HUNTING WADERS-STRM	E	6/03/2026	105.59		014499		
	I-11H4-P1NW-CPWM	MISC MULTI MEDIA-KL	E	6/03/2026	12.39		014499		
	I-14HV-31CV-DQ4G	GLOVES/PAN/SUPPS - AC	E	6/03/2026	73.55		014499		
	I-14VL-39DX-LVV1	OFFICE SUPPLIES-PW ENG	E	6/03/2026	57.07		014499		
	I-197H-V1QL-1JG6	GLADE SPRAY - ACC	E	6/03/2026	47.61		014499		
	I-1CWW-C3K6-7QM6	RAINBIRD SUPPLIES - PRSC	E	6/03/2026	58.95		014499		
	I-1DFQ-FHQF-HJNW	MISC MULTI MEDIA-KL	E	6/03/2026	185.38		014499		
	I-1GGN-MHKM-JR1F	STANDING DESK, WHITE BOARD-KL	E	6/03/2026	246.97		014499		
	I-1GGN-MHKM-P7YK	NITRILE GLOVE FOR CSO'S-PD	E	6/03/2026	71.50		014499		
	I-1GGN-MHKM-TF13	MISC SUPPLIES -ACC	E	6/03/2026	528.54		014499		
	I-1GNJ-4YLQ-FW73	MOVIES - P&R	E	6/03/2026	59.23		014499		
	I-1HHF-G3WY-CV3J	MISC MULTI MEDIA-KL	E	6/03/2026	26.37		014499		
	I-1HN4-TGJJ-GFNJ	MISC MULTI MEDIA-KL	E	6/03/2026	102.05		014499		
	I-1HQ9-J3NK-9TY1	MAGNETS - FD	E	6/03/2026	9.99		014499		
	I-1JYL-DYPM-1XC6	CANOPY TENT - P&R	E	6/03/2026	134.99		014499		
	I-1M4C-6QLV-1XGH	LASER PRINTER-IT	E	6/03/2026	336.84		014499		
	I-1MW4-MGQX-DN73	ORGANIZERS, TUBE CLEANER-PD	E	6/03/2026	57.09		014499		
	I-1NXY-4FCD-NMN4	WEBCAM-TRF	E	6/03/2026	57.12		014499		
	I-1PQN-W61-JMTX	S9 TABLET CASE-STRM	E	6/03/2026	61.98		014499		
	I-1RDY-MGW9-DQQG	WEBCAM-IT	E	6/03/2026	24.99		014499		
	I-1RM-3-11T3-WKVF	THERMAL RECEIPT PRINTER-IT	E	6/03/2026	252.82		014499		
	I-1RPX-GP19-4X7X	TIE DOWN STRAPS - PRSC	E	6/03/2026	67.61		014499		
	I-1TM4-VW4Y-7MCT	GLOVES/BX CUTTER/CALC-STRM	E	6/03/2026	90.65		014499		
	I-1VDX-GRJV-6RTT	COFFEE/SPONGES SUP SVCS-PD	E	6/03/2026	71.19		014499		
	I-1Y6T-RKPD-6HT1	CLEANING SUPPLIES - P&R	E	6/03/2026	42.48		014499		2,782.95
					*** VENDOR TOTALS ***		1 CHECKS		2,782.95
012254		AM ACQUISITIONS INC							
	I-00440058	BRENT HINSON NAMEPLATE-CH	E	6/03/2026	23.00		014524		23.00
					*** VENDOR TOTALS ***		1 CHECKS		23.00
000038		AMERICAN RED CROSS							
	I-23231898	RED CRS FY26 TRNING-POOLS	E	6/03/2026	1,647.00		014440		
	I-23254294	RED CRS FY26 TRNING-POOLS	E	6/03/2026	1,875.00		014440		3,522.00
					*** VENDOR TOTALS ***		1 CHECKS		3,522.00
002676		ANIMAL RESCUE LEAGUE							
	I-INV0332	APRIL 2026 ANIMAL SERV-PD	E	6/03/2026	500.00		014472		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
011996		ANKENY HARDWARE STORE LLC							
	I-1223347	PAINT/WHEEL/BRUSH-FD	E	6/03/2026	34.55		014518		
	I-1224857	VALVE - CFAC	E	6/03/2026	32.99		014518		
	I-1225205	SCREW HILLMAN-CH	E	6/03/2026	64.97		014518		
	I-1225409	TOWELS/WAX/CLNR - AC	E	6/03/2026	33.55		014518		
	I-1226208	SAFETY HASP - HWKY	E	6/03/2026	8.99		014518		
	I-1226274	FORKLIFT TANK FILL - PW	E	6/03/2026	34.04		014518		

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1226429	TORCH/BLADE/HILLMAN -OCM	E	6/03/2026	41.36		014518		
	I-1226730	BLK SMT DISP SEALNT - OCM	E	6/03/2026	11.99		014518		262.44
					*** VENDOR TOTALS ***		1 CHECKS		262.44
004201		TSJM TOWING SERVICE LLC							
	I-26-74195	UNIT #89 TOWING	R	6/01/2026	53.00		255806		53.00
					*** VENDOR TOTALS ***		1 CHECKS		53.00
012678		AQUATIC CONTROL INC.							
	I-0272304	04/21/2026 MTHLY POND CARE 1/7	E	6/03/2026	6,427.86		014535		
	I-0272305	4/21/26 DIFF/FTN SERVICES 1/7	E	6/03/2026	596.43		014535		7,024.29
					*** VENDOR TOTALS ***		1 CHECKS		7,024.29
011955		MH LOGISTICS CORP							
	I-0066334-IN	LEADER HOSE-SWR	E	6/03/2026	138.34		014516		
	I-0066354-IN	ROTATING NOZZLE 740-SWR	E	6/03/2026	1,390.00		014516		1,528.34
					*** VENDOR TOTALS ***		1 CHECKS		1,528.34
000057		ARNOLD MOTOR SUPPLY LLP							
	C-15CR020506	CR: BREATHER ELEMENT CG	E	6/03/2026	73.64CR		014441		
	I-15NV239868	OIL FILTER	E	6/03/2026	58.20		014441		
	I-15NV239925	AIR FILTERS - CG	E	6/03/2026	20.78		014441		
	I-15NV239926	UNIT #90 PIPE GASKET	E	6/03/2026	17.82		014441		
	I-15NV240249	AIR/OIL FILTER	E	6/03/2026	96.66		014441		
	I-15NV240298	UNIT #688 AIR FILTER	E	6/03/2026	12.31		014441		
	I-15NV240381	UNIT #743 AIR FILTER	E	6/03/2026	110.16		014441		
	I-15NV240660	OIL/AIR FILTERS - CG	E	6/03/2026	67.60		014441		
	I-15NV240715	UNIT #132 PIPE GASKET	E	6/03/2026	10.71		014441		
	I-15NV240788	SPARK PLUGS - OCM	E	6/03/2026	3.43		014441		
	I-15NV240804	AIR FILTER - OCM	E	6/03/2026	14.14		014441		
	I-15NV240824	COPPER SPARK PLUGS - PRAC	E	6/03/2026	3.67		014441		341.84
					*** VENDOR TOTALS ***		1 CHECKS		341.84
012611		ARTS FOR THE CITY, INC							
	I-26-APR-AKPL	APRIL 2026 CLASSES (5)-KL	E	6/03/2026	600.00		014531		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
012092		ASCENDANCE TRUCKS LLC							
	I-XA301058058:02	#221 EGR PARTS-PW	E	6/03/2026	1,147.94		014522		
	I-XA301058554:01	AIR COMP/GASKET -PW	E	6/03/2026	223.06		014522		
	I-XA301058722:01	UNIT #277 SEATBELT	E	6/03/2026	233.16		014522		1,604.16
					*** VENDOR TOTALS ***		1 CHECKS		1,604.16

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000285		LUBE-TECH & PARTNERS LLC							
	I-4160628	BULK OIL-PW	E	6/03/2026	2,685.15		014448		2,685.15
					*** VENDOR TOTALS ***		1 CHECKS		2,685.15
002549		ATLANTIC BOTTLING COMPANY							
	I-1000110105	BEVERAGES FOR RESALE - OC	E	6/03/2026	494.48		014470		
	I-1000119128	BEVERAGES FOR RESALE - OC	E	6/03/2026	883.51		014470		
	I-1000119132	BEVERAGES FOR RESALE - HWKY	E	6/03/2026	279.52		014470		1,657.51
					*** VENDOR TOTALS ***		1 CHECKS		1,657.51
000061		AUTO INDUSTRIAL MACHINE							
	I-3410	FIRE TRUCK BELL REPAIR-FD	R	6/01/2026	80.00		255807		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00
000064		BAKER ELECTRIC INC							
	I-27918-01	PUMP REPAIR-WTR	E	6/03/2026	2,910.00		014442		2,910.00
					*** VENDOR TOTALS ***		1 CHECKS		2,910.00
001291		BOB BASH							
	I-05/2026 FITNESS	JAN-MAY 2026 FITNESS REIM	E	6/03/2026	90.00		014463		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
010118		BEACON ATHLETICS LLC							
	I-0637308-IN	FIRST BASE/NET - PRSC	E	6/03/2026	377.88		014505		377.88
					*** VENDOR TOTALS ***		1 CHECKS		377.88
006349		HY-VEE INC-BDI							
	I-110878	ALCOHOL FOR RESALE-OC BANQ	R	6/01/2026	1,148.88		255808		1,148.88
					*** VENDOR TOTALS ***		1 CHECKS		1,148.88
007515		EFFLUENT INC							
	I-I13885	04/17/26-05/16/26 RENTALS PRSC	E	6/03/2026	677.00		014489		677.00
					*** VENDOR TOTALS ***		1 CHECKS		677.00
001136		BOLTON & HAY INC							
	I-INV0469288	SNO KONES - AC	R	6/01/2026	206.10		255809		206.10
					*** VENDOR TOTALS ***		1 CHECKS		206.10
009283		BOLTON & MENK, INC							
	I-0393967 #5	PAY 5-NW 18TH RECON STATE/ASH	R	6/01/2026	35,263.00		255810		35,263.00
					*** VENDOR TOTALS ***		1 CHECKS		35,263.00
008100		BOMGAARS SUPPLY INC							
	I-65520276	BATTERY/NOZZLE - OCM	R	6/01/2026	36.38		255811		36.38
					*** VENDOR TOTALS ***		1 CHECKS		36.38

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012719		ALEXANDRA T BOMHOFF							
	I-INV0001	EMBROIDERY PROG FEES-KL	E	6/03/2026	130.00		014561		130.00
					*** VENDOR TOTALS ***		1 CHECKS		130.00
005174		BOUND TREE MEDICAL LLC							
	I-86172266	DEFIB PADS AED @PSB-PW	R	6/01/2026	140.08		255812		
	I-86191799	MEDICAL SUPPLY -FD	R	6/01/2026	3,541.27		255812		
	I-86193794	EMS SUPPLIES - FD	R	6/01/2026	267.94		255812		
	I-86199121	MEDICAL SUPPLY -FD	R	6/01/2026	1,681.93		255812		
	I-86202424	EMS SUPPLIES - FD	R	6/01/2026	945.02		255812		
	I-86204316	EMS SUPPLIES - FD	R	6/01/2026	596.59		255812		
	I-86205989	EMS SUPPLIES FD	R	6/01/2026	681.62		255812		
	I-86205990	EMS SUPPLIES - FD	R	6/01/2026	666.85		255812		8,521.30
					*** VENDOR TOTALS ***		1 CHECKS		8,521.30
000127		BRICK GENTRY PC							
	I-479091	04/25/26 STATEMENT 224.008-DS	E	6/03/2026	1,260.00		014443		
	I-479092	04/25/26 STATEMENT 224.006-CH	E	6/03/2026	240.00		014443		
	I-479093	04/25/26 STM 224.091-FD-HR LEG	E	6/03/2026	140.00		014443		
	I-479094	04/25/2026 STATEMENT 224.001	E	6/03/2026	1,900.00		014443		
	I-479096	04/25/2026 STATEMENT 224.010	E	6/03/2026	80.00		014443		
	I-479097	04/25/26 STATEMENT 224.003-PD	E	6/03/2026	120.00		014443		
	I-479100	04/25/26 STATEMENT 224.014-WTR	E	6/03/2026	80.00		014443		3,820.00
					*** VENDOR TOTALS ***		1 CHECKS		3,820.00
010390		CORY BROOKS							
	I-05/2026 BOOTS	SHOES 5/16/26 SCHEELS-FD	E	6/03/2026	140.00		014552		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
009130		CAMERON BROSE							
	I-05/2026 BOOTS	SHOES AMAZON 5/14/2026-FD	E	6/03/2026	140.00		014549		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
008738		BULB GUY LIGHTING							
	I-25103	BULBS -PD	E	6/03/2026	149.04		014496		149.04
					*** VENDOR TOTALS ***		1 CHECKS		149.04
012679		BUSKER ENTERTAINMENT LLC							
	I-144	PUPPY, BALLOONS, TATTOOS-KL	R	6/01/2026	650.00		255813		650.00
012679		BUSKER ENTERTAINMENT LLC							
	I-145 SPACE RANGER	SPACE RANGER/COWBOY PROG-KL	R	6/01/2026	500.00		255814		500.00
					*** VENDOR TOTALS ***		2 CHECKS		1,150.00

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000385		CAPITAL CITY EQUIPMENT CO							
	I-101468D	EQUIPMENT RENTALS - PKS	E	6/03/2026	370.00		014451		
	I-65203D	TOOTH GRINDER - PW	E	6/03/2026	331.04		014451		701.04
					*** VENDOR TOTALS ***		1 CHECKS		701.04
005401		CAPITAL SANITARY SUPPLY CO INC							
	I-C415170	PROFECT HP - FD	E	6/03/2026	145.10		014482		
	I-C415451	PROFECT HP - FD	E	6/03/2026	282.20		014482		
	I-C421695	CLEANER/SPRAYER - FD	E	6/03/2026	203.33		014482		630.63
					*** VENDOR TOTALS ***		1 CHECKS		630.63
000211		GALE							
	I-999102696285	MISC BOOKS-KL	E	6/03/2026	227.25		014445		
	I-999102696297	MISC BOOKS-KL	E	6/03/2026	57.75		014445		285.00
					*** VENDOR TOTALS ***		1 CHECKS		285.00
004613		CENTRAL IOWA DISTRIBUTING							
	I-01025526	TOWELS -PW	E	6/03/2026	124.00		014477		
	I-01025579	FY 26 MNT SUPPLY-POOLS	E	6/03/2026	2,482.00		014477		
	I-314504	KITCHEN TOWELS - PKS	E	6/03/2026	228.00		014477		
	I-314506	BLACK LINER -OCM	E	6/03/2026	492.00		014477		3,326.00
					*** VENDOR TOTALS ***		1 CHECKS		3,326.00
001375		CENTRAL IOWA FLORAL INCOR							
	I-70578	FLOWERS -PKS	R	6/01/2026	766.50		255815		766.50
					*** VENDOR TOTALS ***		1 CHECKS		766.50
003072		QWEST CORPORATION							
	I-05/04/2026	05/2026 STATEMENT-TRFC	E	6/03/2026	101.99		014474		101.99
					*** VENDOR TOTALS ***		1 CHECKS		101.99
008614		TONY CHRISTOPH							
	I-05/2026 MEALS	5/12/26 SERT MEAL REIM-PD	E	6/03/2026	12.89		014494		12.89
					*** VENDOR TOTALS ***		1 CHECKS		12.89
011576		CINTAS CORPORATION							
	I-426813468	3X10 MATS-KL	R	6/01/2026	209.86		255816		
	I-4268183167	MATS/UNIFORMS PW/STS/TRFC	R	6/01/2026	477.58		255816		
	I-4268763308	MATS/MOPS/UNIFORMS-SWR	R	6/01/2026	174.29		255816		
	I-4268893496	BANQUET SUPPLY RENTALS -OC	R	6/01/2026	157.56		255816		
	I-4268898788	UNIFORMS OCM	R	6/01/2026	73.92		255816		
	I-4268902981	MATS/MOPS/UNIFORMS-WTR	R	6/01/2026	186.12		255816		
	I-4268903069	MATS/UNIFORMS PW/STS/CG	R	6/01/2026	477.58		255816		
	I-4269670580	BANQUET SUPPLY RNTLS -OC	R	6/01/2026	156.33		255816		
	I-4269676143	MATS/UNIFORMS OCM	R	6/01/2026	83.51		255816		
	I-4269680698	5/19 MATS /UNIFORMS PW/STS/TR	R	6/01/2026	476.83		255816		
	I-4269680830	MATS/UNIFORMS - PKS	R	6/01/2026	116.36		255816		
	I-429533742	MATS/MOPS/UNIFORMS-SWR	R	6/01/2026	174.29		255816		
	I-4296800666	MATS/MOPS/UNIFORMS-WTR	R	6/01/2026	186.12		255816		2,950.35
					*** VENDOR TOTALS ***		1 CHECKS		2,950.35

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012754		JONATHAN CISNEROS-MEDINA							
	I-05/2026 FITNESS	APPLE WATCH FITNESS REIM	E	6/03/2026	216.00		014563		216.00
					*** VENDOR TOTALS ***		1 CHECKS		216.00
008258		CIT CHARTERS INC							
	I-P/12612A	FEVER DAY TRIP	E	6/03/2026	2,500.00		014493		
	I-P/12612B	FEVER TRIP CHARTER BUS	E	6/03/2026	43.43		014493		2,543.43
					*** VENDOR TOTALS ***		1 CHECKS		2,543.43
002726		CITY OF DES MOINES TREASURY							
	I-145095	FY26 #12 WRA MONTHLY ALLOCATIO	R	6/01/2026	736,557.70		255817		736,557.70
					*** VENDOR TOTALS ***		1 CHECKS		736,557.70
006475		CLUB CAR INC							
	I-535545	05/2026 SERVICES - OC	E	6/03/2026	2,189.00		014487		2,189.00
					*** VENDOR TOTALS ***		1 CHECKS		2,189.00
011409		CM2 SUPPLY							
	I-0001214033	BEVERAGES FOR RESALE - OC	E	6/03/2026	163.45		014509		163.45
					*** VENDOR TOTALS ***		1 CHECKS		163.45
000614		CONFLUENCE INC							
	I-34503 #3	PAY 3-CANYON CREEK PARK	R	6/01/2026	11,747.50		255818		11,747.50
					*** VENDOR TOTALS ***		1 CHECKS		11,747.50
002992		CONSTRUCTION MATERIALS TESTING							
	I-58887	4X8 CYLN MOLDS PATCHING-ENG	E	6/03/2026	111.42		014473		
	I-58893	CYLINDER BREAKS-ENG	E	6/03/2026	112.00		014473		223.42
					*** VENDOR TOTALS ***		1 CHECKS		223.42
002559		CONSUMERS ENERGY							
	I-5/8/2026 STATEMENT	05/08/2026 STATEMENT	E	6/03/2026	3,080.82		014471		3,080.82
					*** VENDOR TOTALS ***		1 CHECKS		3,080.82
005942		CONWAY SHIELD INC							
	I-0550394	SHIELDS - FD	R	6/01/2026	18.06		255819		
	I-0553137	SHIELDS - FD	R	6/01/2026	597.23		255819		615.29
					*** VENDOR TOTALS ***		1 CHECKS		615.29
000595		CORE & MAIN LP							
	I-Y956202	PULSE CABLES-WTR	R	6/01/2026	2,533.00		255820		
	I-Y987531	PE CABLE SM-WTR	R	6/01/2026	6,600.00		255820		9,133.00
					*** VENDOR TOTALS ***		1 CHECKS		9,133.00

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000146		CENTURY HOMES CO							
	I-101099IN	CHALK MARKING PWD-PRSC	R	6/01/2026	1,080.80		255821		
	I-101507IN	ARMORTECH TRIONE -PRSC	R	6/01/2026	340.00		255821		
	I-101636IN	WDG SELECT/HERBICIDE -OCM	R	6/01/2026	294.00		255821		
	I-101637IN	STARTER -OCM	R	6/01/2026	199.50		255821		
	I-101758IN	SAN SEWR REPAIR SEED-SWR	R	6/01/2026	125.00		255821		
	I-101812IN	BLUEGRASS/SEED -PKS	R	6/01/2026	375.00		255821		
	I-101813IN	IRON PLUS - OCM	R	6/01/2026	100.00		255821		
	I-101866IN	HERBICIDE - PRSC	R	6/01/2026	237.50		255821		
	I-101902IN	CLAY/BLOCKS/HERB-PRSC	R	6/01/2026	423.00		255821		
	I-101903IN	ALGAECIDE - OCM	R	6/01/2026	240.00		255821		3,414.80
					*** VENDOR TOTALS ***		1 CHECKS		3,414.80
001003		ED DANIELS							
	I-128670	FILTERS - PW	E	6/03/2026	262.54		014462		
	I-128671	FILTERS - LAKESIDE	E	6/03/2026	28.16		014462		
	I-128672	FILTERS - KL	E	6/03/2026	776.96		014462		1,067.66
					*** VENDOR TOTALS ***		1 CHECKS		1,067.66
012664		DASH SPORTS LLC							
	I-04/2026 BSKTBL	04/2026 DASH BASKETBALL PGM	R	6/01/2026	497.00		255822		497.00
					*** VENDOR TOTALS ***		1 CHECKS		497.00
000605		DEMCO INC							
	I-7807907	ADJUST BOOK JACKET CVRS-KL	E	6/03/2026	186.94		014457		186.94
					*** VENDOR TOTALS ***		1 CHECKS		186.94
000700		DES MOINES STAMP MFG CO							
	I-1261595	IA NOTARY T FOSTER-PD	E	6/03/2026	34.00		014458		34.00
					*** VENDOR TOTALS ***		1 CHECKS		34.00
012080		DES MOINES WATER WORKS - CIWW							
	I-000186 4/30/26	LAB FEE ANLY 3/23-4/29/26-WTR	R	6/01/2026	16,540.00		255823		
	I-005039 5/4/2026	5/4/2026 STATEMENT CIWW-WTR	R	6/01/2026	100,471.41		255823		
	I-005040 5/4/2026	5/4/2026 STATEMENT CIWW-WTR	R	6/01/2026	88,977.25		255823		
	I-084793 5/4/2026	5/4/2026 STATEMENT CIWW-WTR	R	6/01/2026	75,436.89		255823		
	I-099890 5/4/2026	5/4/2026 STATEMENT CIWW-WTR	R	6/01/2026	91,093.26		255823		
	I-101656 5/4/2026	5/4/2026 STATEMENT CIWW-WTR	R	6/01/2026	75,052.19		255823		
	I-105134 5/4/2026	5/4/2026 STMT EXPANS/CIWW-WTR	R	6/01/2026	226,232.00		255823		673,803.00
					*** VENDOR TOTALS ***		1 CHECKS		673,803.00
010103		RELENTLESS LLC							
	I-18658	CRIM INTERDICTION WKSH 6/26-PD	E	6/03/2026	749.00		014504		749.00
					*** VENDOR TOTALS ***		1 CHECKS		749.00

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004568		DOLL DISTRIBUTING LLC							
	I-2042913	ALCOHOL FOR RESALE -HAWKEYE	E	6/03/2026	918.00		014476		
	I-2042955	ALCOHOL FOR RESALE - OC	E	6/03/2026	915.30		014476		
	I-612973	ALCOHOL FOR RESALE-OC	E	6/03/2026	1,359.10		014476		3,192.40
					*** VENDOR TOTALS ***		1 CHECKS		3,192.40
002143		DOORS INC							
	I-374150	KEYS - PW	E	6/03/2026	138.00		014466		138.00
					*** VENDOR TOTALS ***		1 CHECKS		138.00
003288		TOM DOZLER							
	I-04/2026 TRAVEL	ITS HRTLAND MTG MEALS REIM-TRF	R	6/01/2026	16.73		255824		16.73
					*** VENDOR TOTALS ***		1 CHECKS		16.73
010726		PAUL A DRAKE							
	I-5646	11X14 POSTER IAM-ENG	E	6/03/2026	750.00		014507		
	I-5683	REMOVE/REPLACE DECAL-DS	E	6/03/2026	12.50		014507		762.50
					*** VENDOR TOTALS ***		1 CHECKS		762.50
005529		DUNLOP COMPANY INC							
	I-8924069 SO	MERCHANDISE FOR RESALE-PRO	R	6/01/2026	1,218.90		255825		1,218.90
					*** VENDOR TOTALS ***		1 CHECKS		1,218.90
012688		SPRINGFIELD ELECTRIC SUPPLY CO							
	I-S011945842.001	SEOOWCORD, ELEC TAPE-SWR	E	6/03/2026	133.63		014536		133.63
					*** VENDOR TOTALS ***		1 CHECKS		133.63
006319		EDWARD DON AND COMPANY							
	I-35254896	FOOD/SUPPLIES - OC	R	6/01/2026	406.05		255826		406.05
					*** VENDOR TOTALS ***		1 CHECKS		406.05
000186		ELECTRONIC ENGINEERING							
	I-80082318	5/1-5/31/26 MON RADIO RNTL-SWR	E	6/03/2026	8.50		014444		
	I-80082445	5/1-3/31/2026 MTH RADIO RNT-PW	E	6/03/2026	26.50		014444		
	I-80082450	5/1-5/31/26 RADIO RNTL-WTR/SWR	E	6/03/2026	448.00		014444		
	I-80082451	5/1-5/31/26 RADIO RENTALS-TRFC	E	6/03/2026	96.00		014444		579.00
					*** VENDOR TOTALS ***		1 CHECKS		579.00
012755		DAVID EPPERSON							
	I-05/2026 SUMP PUMP	FOOTNG DRAIN& SUMP PUMP PRO-WW	R	6/01/2026	2,000.00		255827		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00
007151		GRISWOLD INDUSTRIES							
	I-943606	BESTWAY KIT,RPPT 102C-WTR	R	6/01/2026	549.00		255828		549.00
					*** VENDOR TOTALS ***		1 CHECKS		549.00

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005478		EXCEL MECHANICAL COMPANY INC							
	I-192796	ICE MACHINE REPAIR - PRSC	E	6/03/2026	390.50		014483		390.50
					*** VENDOR TOTALS ***		1 CHECKS		390.50
000049		FACTORY MOTOR PARTS COMPANY							
	C-40-2298499	CR: UNIT #59 CERAMIC PAD	R	6/01/2026	32.41CR		255829		
	C-40-2304198	CR: BATTERIES CG	R	6/01/2026	74.00CR		255829		
	C-40-2312972	CR: CORE CG	R	6/01/2026	36.00CR		255829		
	I-40-Z41583	UNIT #78 BATTERIES	R	6/01/2026	156.87		255829		
	I-5-4181131	UNIT #59 INTERCEPTOR	R	6/01/2026	118.00		255829		132.46
					*** VENDOR TOTALS ***		1 CHECKS		132.46
000197		FEDERAL EXPRESS CORPORATION							
	I-9-304-19983	SHIPPING OC	R	6/01/2026	22.90		255830		22.90
					*** VENDOR TOTALS ***		1 CHECKS		22.90
012460		ANGELA FELDMAN							
	I-05/06/2026 SPRING	FY26 SPANISH CLASS-P&R	E	6/03/2026	1,500.00		014557		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
006858		FERGUSON ENTERPRISES INC #1657							
	I-0546772	METERS-WTR	R	6/01/2026	1,580.00		255831		
	I-0547384	METERS-WTR	R	6/01/2026	410.95		255831		
	I-0548701	METERS-WTR	R	6/01/2026	24.65		255831		
	I-0549475	METERS-WTR	R	6/01/2026	172.93		255831		
	I-0549477	METERS-WTR	R	6/01/2026	300.12		255831		
	I-0549642	METERS-WTR	R	6/01/2026	1,625.30		255831		
	I-0550416	METERS-WTR	R	6/01/2026	5,371.80		255831		9,485.75
					*** VENDOR TOTALS ***		1 CHECKS		9,485.75
011600		FINE PROPERTIES LLC							
	I-1	CAR WASHES -FD	E	6/03/2026	20.40		014512		20.40
					*** VENDOR TOTALS ***		1 CHECKS		20.40
006511		THE PAPER CORPORATION							
	I-297867-00	TP/TOWELS - OCM	E	6/03/2026	177.99		014488		
	I-297873-00	SHOP TOWELS - OCM	E	6/03/2026	88.25		014488		266.24
					*** VENDOR TOTALS ***		1 CHECKS		266.24
007648		DAIOHS USA INC							
	I-MN-1310210	COFFEE-CH	E	6/03/2026	62.66		014490		62.66
					*** VENDOR TOTALS ***		1 CHECKS		62.66

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002768		FREIGHTLINER OF DES MOINES INC							
	I-XA301492260:01	UNIT #228 PARTS	R	6/01/2026	856.81		255832		856.81
					*** VENDOR TOTALS ***		1 CHECKS		856.81
011998		GALLS PARENT HOLDINGS, LLC							
	I-034988588	SANFORD UNIFORM SHIRTS-PD	E	6/03/2026	238.03		014519		
	I-034988590	SANFORD UNIFORM SHIRT-PD	E	6/03/2026	56.54		014519		294.57
					*** VENDOR TOTALS ***		1 CHECKS		294.57
002573		GOODE GREENHOUSES							
	I-8-48575A	26 FLOWERBED-PKS	R	6/01/2026	2,500.00		255833		
	I-8-48575B	FLOWERBED PROGRAM ADDS	R	6/01/2026	162.67		255833		
	I-8-52054	ANNUAL FLOWERS - PARKS	R	6/01/2026	137.15		255833		2,799.82
					*** VENDOR TOTALS ***		1 CHECKS		2,799.82
000227		GRAINGER							
	I-9904907616	LOCKER COAT ROD-SWR	E	6/03/2026	12.92		014446		
	I-9908051585	SPILL KIT, HANDLE, BROOM-SWR	E	6/03/2026	292.63		014446		
	I-9908304588	FIRST AID SUPPLIES-SWR	E	6/03/2026	341.35		014446		
	I-9917787070	PUSH BROOM-SWR	E	6/03/2026	33.04		014446		
	I-9918443335	OPS BODY WASH PRSC	E	6/03/2026	426.44		014446		1,106.38
					*** VENDOR TOTALS ***		1 CHECKS		1,106.38
008737		TRAVIS GRANDGEORGE							
	I-05/2026 MEALS	4/21-5/12/26 SERT MEALS-PD	R	6/01/2026	65.98		255834		65.98
					*** VENDOR TOTALS ***		1 CHECKS		65.98
012750		PERRY GRANT							
	I-1055	AMBULANCE DRAWER INSERTS	R	6/01/2026	36.00		255835		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
009680		GRASS MASTERS LLC							
	I-34970	DEEP TINE AERATION-OCM	R	6/01/2026	4,114.66		255836		4,114.66
					*** VENDOR TOTALS ***		1 CHECKS		4,114.66
000229		GRAYBAR ELECTRIC CO INC							
	I-9352716548 A	ROADWAY LUMIINAIRES-TRFC	R	6/01/2026	3,656.44		255837		
	I-9352716548 B	ROADWAY LUMIINAIRES-TRFC	R	6/01/2026	0.20		255837		
	I-9352716555	OPTTICAL COMM- NW WTR TOWER	R	6/01/2026	878.34		255837		
	I-9352716567	ALLEN TEL PRODUCTS-TRF	R	6/01/2026	93.00		255837		4,627.98
					*** VENDOR TOTALS ***		1 CHECKS		4,627.98
006348		GRAZIANO BROTHERS INC							
	I-273398	FOOD FOR RESALE - OC	E	6/03/2026	206.70		014485		206.70
					*** VENDOR TOTALS ***		1 CHECKS		206.70

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000252		GRIMES ASPHALT AND PAVING CORP							
	I-28976	3/31/26 COLD MIX	R	6/01/2026	1,740.65		255838		
	I-29104	4/20/26 COLD MIX	R	6/01/2026	1,646.10		255838		
	I-29273	5/07/26 COLD MIX	R	6/01/2026	2,450.55		255838		5,837.30
					*** VENDOR TOTALS ***		1 CHECKS		5,837.30
001047		HPC LLC							
	I-288-1	DUMPSTER GATE-KL	R	6/01/2026	3,853.00		255839		3,853.00
					*** VENDOR TOTALS ***		1 CHECKS		3,853.00
001978		HAWKINS INC							
	I-7421227	AZONE 15-WTR	E	6/03/2026	238.02		014465		
	I-7428300	VALVE ASSMBY SUPPLIES-WTR	E	6/03/2026	777.00		014465		1,015.02
					*** VENDOR TOTALS ***		1 CHECKS		1,015.02
003452		HDR ENGINEERING INC							
	I-1200823977	1ST/135 11/2/25-5/2/26-TRFC	R	6/01/2026	753.75		255840		
	I-1200823981 #6	PAY 6-NW STATE IMP STDY 1/18TH	R	6/01/2026	3,178.95		255840		3,932.70
					*** VENDOR TOTALS ***		1 CHECKS		3,932.70
008548		JUSTIN HETH							
	I-12/2025 TUITION	HVY CNSTR MGM TUITION 5/26-WTR	E	6/03/2026	1,200.00		014546		1,200.00
					*** VENDOR TOTALS ***		1 CHECKS		1,200.00
012756		KARI HOLM							
	I-05/2026 ACC REFUND	DEPOSIT REFUND FOR 5/16/26-ACC	R	6/01/2026	500.00		255841		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
012765		CHRISTY HOLMES							
	I-05/24/26 REFUND	5/24/26 REFUND ACC	R	6/01/2026	500.00		255842		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
012771		JERRY HOUK							
	I-05/2026 TEMP ESMT	05/2026 TEMPORARY EASEMENT	R	6/01/2026	2,496.00		255843		2,496.00
					*** VENDOR TOTALS ***		1 CHECKS		2,496.00
009586		HOVICK FAMILY FARM PETTING ZOO							
	I-2612	PETTING ZOO ON 5/28/26-KL	R	6/01/2026	800.00		255844		800.00
					*** VENDOR TOTALS ***		1 CHECKS		800.00
012672		ANDREW HOYT							
	I-06/04/2026 B&E	FY26 B&E JUNE 4 HOYT	E	6/03/2026	1,000.00		014559		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00

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000959		PAUL HUBBARD							
	I-04/26-05/26PKRFNC	FY26 PARKOUR FENCING APRI	E	6/03/2026	1,108.80		014540		1,108.80
					*** VENDOR TOTALS ***		1 CHECKS		1,108.80
000253		HY-VEE INC							
	I-05/15/26 PW	HYV GRN 24PK - PW	R	6/01/2026	27.93		255845		
	I-05/21/2026 OC	LAWN/GARDEN -OCM	R	6/01/2026	43.92		255845		
	I-229240 05.10.26	HYVEE-PCP FORMS 4/10/26-HR	R	6/01/2026	150.00		255845		221.85
					*** VENDOR TOTALS ***		1 CHECKS		221.85
006850		CAPSTAR RADIO OPERATING COMPAN							
	I-8823848259	RADIO ADVERTISING-OC	R	6/01/2026	3,070.00		255846		
	I-8823895223	ADS -OC	R	6/01/2026	10.00		255846		3,080.00
					*** VENDOR TOTALS ***		1 CHECKS		3,080.00
012246		INGRAM LIBRARY SERVICES LLC							
	I-96491815	MISC BOOKS-KL	E	6/03/2026	30.83		014523		
	I-96556613	MISC BOOKS-KL	E	6/03/2026	485.11		014523		
	I-96556614	MISC BOOKS-KL	E	6/03/2026	26.25		014523		
	I-96586099	MISC BOOKS-KL	E	6/03/2026	142.09		014523		
	I-96659652	MISC BOOKS-KL	E	6/03/2026	184.48		014523		
	I-96682196	MISC BOOKS-KL	E	6/03/2026	291.49		014523		
	I-96682197	MISC BOOKS-KL	E	6/03/2026	55.57		014523		1,215.82
					*** VENDOR TOTALS ***		1 CHECKS		1,215.82
012618		DISTRIBUTOR OPERATIONS INC							
	I-61535098	UNIT #839 SP 45	E	6/03/2026	93.95		014532		
	I-61535202	UNIT #865 BATTERY	E	6/03/2026	60.00		014532		153.95
					*** VENDOR TOTALS ***		1 CHECKS		153.95
001359		IOWA COUNTY ATTORNEYS ASSOCIAT							
	I-26 IA ACTS LAW REG	IA ACTS OF INTRST 6/17/26-PD	R	6/01/2026	90.00		255847		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
005188		IOWA FINANCE AUTHORITY							
	I-D0569R 06/01/2026	2021B WATER REV BONDS P&I	D	6/01/2026	151,750.00		003057		
	I-D0654R 06/01/2026	2023A WATER REV BONDS P&I	D	6/01/2026	281,111.44		003057		
	I-D0659R 06/01/2026	2023C WATER REV BONDS P&I	D	6/01/2026	173,518.70		003057		
	I-D0690R 06/01/2026	2023D WATER REV BONDS P&I	D	6/01/2026	525,635.37		003057		
	I-D0808R 06/01/2026	2025 WATER REV BONDS P&I	D	6/01/2026	65,383.55		003057		
	I-D0839R 06/01/2026	2025C WATER REV BONDS P&I	D	6/01/2026	461,675.48		003057		1,659,074.54
					*** VENDOR TOTALS ***		1 CHECKS		1,659,074.54

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005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV98140	FY26 411 MED DED APRIL	R	6/01/2026	3,264.41		255848		3,264.41
					*** VENDOR TOTALS ***		1 CHECKS		3,264.41
000644		IOWA SIGNAL INC							
	I-6976	FIBR CONN NW IRVIND WTR TWR	R	6/01/2026	13,370.12		255849		13,370.12
					*** VENDOR TOTALS ***		1 CHECKS		13,370.12
009937		SAFIAH ELAHI							
	I-001-P94-5/2026	TURNING MVMT COUNTS-TRFC	R	6/01/2026	3,490.00		255850		
	I-002-P94-5/2026	TMC-NW IRV 4/3 - 5/2/2026-TRFC	R	6/01/2026	465.00		255850		3,955.00
					*** VENDOR TOTALS ***		1 CHECKS		3,955.00
009226		CHAD JOCHEMS							
	I-05/2026 BOOTS	SHOES 5/15/26 AMAZON-FD	E	6/03/2026	140.00		014498		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
006326		JOHNSON BROTHERS OF IOWA							
	I-2330958	ALCOHOL FOR RESALE - OC	R	6/01/2026	571.20		255851		571.20
					*** VENDOR TOTALS ***		1 CHECKS		571.20
005151		JULS DESIGN INC							
	I-12552	BIKE TRAIL FLYER/SOC GRPHS-COM	E	6/03/2026	760.85		014480		
	I-12554	RIDE SATE FLYERS-PD	E	6/03/2026	575.00		014480		1,335.85
					*** VENDOR TOTALS ***		1 CHECKS		1,335.85
000292		KARL CHEVROLET INC							
	I-461121	#90 MUFFLER	E	6/03/2026	1,110.07		014449		1,110.07
					*** VENDOR TOTALS ***		1 CHECKS		1,110.07
012328		KRISTINA BREDE							
	I-06/11/26 BEATS	6/11/26 BEATS AND EATS	R	6/01/2026	250.00		255852		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
012436		KEG 1 IOWA, LLC							
	I-W-5744505	ALCOHOL FOR RESALE - OC	E	6/03/2026	518.20		014528		
	I-W-5750828	ALCOHOL FOR RESALE-OC	E	6/03/2026	1,076.75		014528		1,594.95
					*** VENDOR TOTALS ***		1 CHECKS		1,594.95
011489		KWP, LLC							
	I-19181	K-1 LATH, WOOD STAKES-ENG	E	6/03/2026	957.00		014511		957.00
					*** VENDOR TOTALS ***		1 CHECKS		957.00

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012000		KEY COOPERATIVE							
	I-90000293	5/12/26 DIESEL/UNLEADED CG	E	6/03/2026	31,713.72		014520		
	I-95004966	5/4/26 DIESEL FUELPRSC	E	6/03/2026	1,076.07		014520		
	I-95005523	5/18/26 ULEADED PRSC	E	6/03/2026	416.36		014520		
	I-95005530	5/18/26 DIESEL PRSC	E	6/03/2026	448.13		014520		33,654.28
					*** VENDOR TOTALS ***		1 CHECKS		33,654.28
000581		MIDWEST MOTOR SUPPLY CO INC							
	I-104480258	MISC PARTS - CG	E	6/03/2026	530.15		014456		530.15
					*** VENDOR TOTALS ***		1 CHECKS		530.15
003610		KING DELIVERY SERVICE INC							
	I-26782	DELIVERY CUST AWARDS-CH	R	6/01/2026	25.20		255853		25.20
					*** VENDOR TOTALS ***		1 CHECKS		25.20
000908		KIRKHAM MICHAEL & ASSOCIATES I							
	I-100182 #2	PAY 2-FUT NE SPCTRM/OC RCB	E	6/03/2026	5,380.45		014459		5,380.45
					*** VENDOR TOTALS ***		1 CHECKS		5,380.45
008941		JASON KOLLUM							
	I-06.09.2026 EVENT	BUBBLE SHOW/JUGGLER 6/9-KL	R	6/01/2026	950.00		255854		950.00
					*** VENDOR TOTALS ***		1 CHECKS		950.00
005189		KULLY SUPPLY INC							
	I-699312	FLUSHOMETER -PD	E	6/03/2026	427.40		014481		427.40
					*** VENDOR TOTALS ***		1 CHECKS		427.40
006556		KYLE'S BIKES							
	I-04/27/26-05/18/26	4/27-5/18/26 BIKE CAMP	R	6/01/2026	476.00		255855		476.00
					*** VENDOR TOTALS ***		1 CHECKS		476.00
011848		DLF USA INC							
	I-SI-2641093	SUN/SHADE MIX 50#-WTR	E	6/03/2026	454.50		014514		454.50
					*** VENDOR TOTALS ***		1 CHECKS		454.50
011406		LATITUDE 41 LAWN AND LANDSCAPE							
	I-21153	NUISANCE MOWING 5/8/26-CODE	E	6/03/2026	90.00		014508		
	I-21242	NUISANCE MOWING 5/12/26-CODE	E	6/03/2026	90.00		014508		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00
009465		LIBERTY HOLDINGS INC							
	I-262940	READY MIX CONCRETE-WTR	R	6/01/2026	1,436.50		255856		
	I-263990	READY MIX CONCRETE-WTR	R	6/01/2026	1,711.50		255856		
	I-264137	5/1 CONCRETE PW	R	6/01/2026	1,467.00		255856		
	I-264317	5/5 CONCRETE PW	R	6/01/2026	1,141.00		255856		
	I-264509	5/7 CONCRETE PW	R	6/01/2026	3,423.00		255856		
	I-264692	CONCRETE PW	R	6/01/2026	978.00		255856		10,157.00
					*** VENDOR TOTALS ***		1 CHECKS		10,157.00

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008613		KRISTINA LINDELL							
	I-05/2026 MEALS	MEALS/FUEL 5/13/26 REIM-PD	E	6/03/2026	48.63		014547		48.63
					*** VENDOR TOTALS ***		1 CHECKS		48.63
006468		JARROD LISTER							
	I-05/2026 FITNESS	WALKING PAD FITNESS REIM	E	6/03/2026	100.90		014542		100.90
					*** VENDOR TOTALS ***		1 CHECKS		100.90
012764		ANGELA L LITTLE							
	I-5/2026 STRMWTR	STRMWTR BMP REIM-STRM	R	6/01/2026	55.11		255857		55.11
					*** VENDOR TOTALS ***		1 CHECKS		55.11
012689		LOREN LORANG							
	I-05/2026 TRAVEL	MCTC 5/1/26 MEAL REIM-PD	E	6/03/2026	60.05		014560		60.05
					*** VENDOR TOTALS ***		1 CHECKS		60.05
000470		LUMEN							
	I-784511088	05/12/26 STMT LOCKBOX-IT	E	6/03/2026	622.95		014453		622.95
					*** VENDOR TOTALS ***		1 CHECKS		622.95
012236		LYMAN-RICHEY CORPORATION							
	I-579651	SAND	R	6/01/2026	1,878.28		255858		1,878.28
					*** VENDOR TOTALS ***		1 CHECKS		1,878.28
009473		MACQUEEN EQUIPMENT, LLC							
	I-P30900	WAYPOINT YELLOW DISPLAY-SWR	E	6/03/2026	548.43		014502		548.43
					*** VENDOR TOTALS ***		1 CHECKS		548.43
002207		MANATTS INC							
	I-5195653	CONCRETE-WTR	E	6/03/2026	830.00		014468		
	I-5196123	CONCRETE-WTR	E	6/03/2026	960.00		014468		
	I-5196130	CONCRETE-WTR	E	6/03/2026	1,120.00		014468		
	I-5197472	4/29/26 D57-C20 PW	E	6/03/2026	570.00		014468		3,480.00
					*** VENDOR TOTALS ***		1 CHECKS		3,480.00
008131		MARTIN BROTHERS DISTRIBUTING C							
	I-2637652	FOOD FOR RESALE HAWKEYE	E	6/03/2026	481.04		014492		
	I-2644697	FOOD FOR RESALE CFAC	E	6/03/2026	3,599.34		014492		4,080.38
					*** VENDOR TOTALS ***		1 CHECKS		4,080.38
009346		MARY'S CLEANING CARE INC							
	I-36466	05/2026 CLEANING-CH	E	6/03/2026	887.00		014500		
	I-36468	05/2026 CLEANING PW	E	6/03/2026	187.25		014500		
	I-36469	5/2026 CLEANING-PD	E	6/03/2026	3,091.00		014500		
	I-36470	05/2026 CLEANING-KL	E	6/03/2026	8,394.00		014500		
	I-36471	5/2026 CLEANING-PSB	E	6/03/2026	1,273.00		014500		
	I-36472	05/2026 CLEANING-ACC	E	6/03/2026	1,760.15		014500		15,592.40
					*** VENDOR TOTALS ***		1 CHECKS		15,592.40

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004747		MENARDS							
	I-32340	BOARDS -PW	E	6/03/2026	19.44		014478		
	I-32410	LADDER; BITS; PRO PAINT-TRFC	E	6/03/2026	119.83		014478		
	I-32423	TARP - PW	E	6/03/2026	76.99		014478		
	I-32439	SGR STRIP 8 OUT; TIMER	E	6/03/2026	52.97		014478		
	I-32447	LF WHT 5 MIL SHDE, WATER- WTR	E	6/03/2026	57.04		014478		
	I-32469	PAINT-SWR	E	6/03/2026	46.44		014478		
	I-32603 5/2026	WIRE BRUSHES, POLY TUBING-WTR	E	6/03/2026	25.63		014478		
	I-32606	PAINT,HINGES,TIMER, SUPPLY-SWR	E	6/03/2026	84.23		014478		
	I-32615	TOGGLE/HANGING PIC/WSHR PD	E	6/03/2026	47.58		014478		
	I-32637	GLOVES, EXTLADDER, PAINT-WTR	E	6/03/2026	859.85		014478		
	I-32645	BROOM/DELAW PUMP STATION-WTR	E	6/03/2026	15.78		014478		
	I-32647	PVC/ADPTR/CPLNG - PRSC	E	6/03/2026	50.58		014478		
	I-32650	OFFICE REMODEL SUPPS-CH	E	6/03/2026	166.79		014478		
	I-32663	EXTENSION/EXT RING-SWR	E	6/03/2026	9.03		014478		
	I-32665	SELECT BOARDS CH	E	6/03/2026	193.86		014478		
	I-32699	OSB BOARDS - PW	E	6/03/2026	18.82		014478		
	I-32720	STAR TAP/HAMMER/MISC - PW	E	6/03/2026	151.15		014478		
	I-32730	HAMMERS/CPLNG/ADHSV/RGS-PRSC	E	6/03/2026	154.37		014478		
	I-32763	CLEANING SUPPLIES-SWR	E	6/03/2026	173.70		014478		
	I-32775	3M SF FB RAT SYS-TRFC	E	6/03/2026	22.99		014478		
	I-32782	STEP BIN/TOTE -PW	E	6/03/2026	94.98		014478		
	I-32783	WASHERS-TRFC	E	6/03/2026	23.23		014478		
	I-32829	SUPPLIES - FD	E	6/03/2026	277.49		014478		
	I-32867	BLOW GUN/HOSE/CFAC	E	6/03/2026	34.97		014478		
	I-32870	POLY EXP JNT, DETERGENT-SWR	E	6/03/2026	55.66		014478		
	I-32888	STAPLES/GUN - CH	E	6/03/2026	59.95		014478		
	I-32917	BRAS/MISC HAWKEYE ICE MKR	E	6/03/2026	8.54		014478		
	I-32923	CPLNG/PVC/CLNR -KL	E	6/03/2026	51.79		014478		
	I-32986	CARBONX PRSC	E	6/03/2026	34.99		014478		
	I-33023	POTTING MIX/PWR SCRN OCM	E	6/03/2026	68.91		014478		
	I-33087	GEARDRIVE/ELBOW - PRAC	E	6/03/2026	44.64		014478		3,102.22
				*** VENDOR TOTALS ***			1 CHECKS		3,102.22
012256		MEREDITH AND KIDS DRAIN/SEWER							
	I-1357	HYDROJETTING PSB	E	6/03/2026	300.00		014525		300.00
				*** VENDOR TOTALS ***			1 CHECKS		300.00
000271		MIDAMERICAN ENERGY COMPANY							
	I-580345038	4/8-5/7/2026-NW IRV WTR TOWER	E	6/03/2026	41.42		014447		41.42
				*** VENDOR TOTALS ***			1 CHECKS		41.42
006133		MIDWEST ALARM SERVICES INC							
	I-543102	FY26 FE INSPECTION ACC	E	6/03/2026	52.20		014484		
	I-543103	FY26 FE INSPECTION CH	E	6/03/2026	33.24		014484		
	I-543104	FY26 FE INSPECTION FS1	E	6/03/2026	118.80		014484		
	I-543105	FY26 FE INSPECTION FS2	E	6/03/2026	33.24		014484		
	I-543106	FY26 FE INSPECTION FS3	E	6/03/2026	28.56		014484		

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	I-543107	FY26 FE INSPECTION FS4	E	6/03/2026	18.96		014484		
	I-543108	FY26 FE INSPECTION KL	E	6/03/2026	38.04		014484		
	I-543109	FY26 FE INSPECTION OC	E	6/03/2026	61.80		014484		
	I-543110	FY26 FE INSPECTION OCM	E	6/03/2026	52.20		014484		
	I-543111	FY26 FE INSPECTION PKS	E	6/03/2026	57.00		014484		
	I-543112	FY26 FE INSPECTION CFAC	E	6/03/2026	23.76		014484		
	I-543113	FY26 FE INSPECTION PRAC	E	6/03/2026	23.76		014484		
	I-543114	FY26 FE INSPECTION PD	E	6/03/2026	147.24		014484		
	I-543117	FY26 FE INSPECTION	E	6/03/2026	99.72		014484		
	I-543119	FY26 EXTINGUISHER INSPECTION	E	6/03/2026	242.28		014484		
	I-543120	FY26 FE INSPECTION PW	E	6/03/2026	128.28		014484		
	I-543121	FY26 FE INSPECTION WW SHOP	E	6/03/2026	189.96		014484		
	I-543122	FY26 FE INSPECTION WTR SHP	E	6/03/2026	114.00		014484		1,463.04
					*** VENDOR TOTALS ***		1 CHECKS		1,463.04
012753		UNITED FLOW TECHNOLOGIES LLC							
	I-INV030732	PUMP SEAL/CASE/INSTALL	E	6/03/2026	5,562.97		014538		
	I-INV030749	PUMP REPAIRS - CFAC	E	6/03/2026	693.49		014538		6,256.46
					*** VENDOR TOTALS ***		1 CHECKS		6,256.46
012152		MIDWEST REHABILITATION SERVICE							
	I-INV-06179	APR SRVS-POET	R	6/01/2026	270.00		255859		270.00
					*** VENDOR TOTALS ***		1 CHECKS		270.00
008146		MIKE'S METRO LOCK AND SAFE							
	I-305832	PADLOCKS/KEYED-WTR	R	6/01/2026	367.20		255860		367.20
					*** VENDOR TOTALS ***		1 CHECKS		367.20
012155		MINT GREEN GROUP USA INC							
	I-INV887464	MERCHANDISE FOR RESALE OC	R	6/01/2026	70.00		255861		70.00
					*** VENDOR TOTALS ***		1 CHECKS		70.00
1		ANDERSON, MADELINE							
	I-000202605223235	US REFUND	R	6/01/2026	50.82		255763		50.82
1		BALDWIN, MYAH S							
	I-000202605223236	US REFUND	R	6/01/2026	98.48		255764		98.48
1		BERG, MAYCE							
	I-000202605223240	US REFUND	R	6/01/2026	61.48		255765		61.48
1		DECKER, OLIVIA							
	I-000202605223229	US REFUND	R	6/01/2026	49.96		255766		49.96

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1		DEPALMA, RINA							
	I-000202605223234	US REFUND	R	6/01/2026	17.20		255767		17.20
1		DEVEREAUX, ALLISON							
	I-000202605223244	US REFUND	R	6/01/2026	98.07		255768		98.07
1		DOLAND, LYNAE							
	I-000202605223243	US REFUND	R	6/01/2026	36.49		255769		36.49
1		DVTT INC							
	I-000202605223221	US REFUND	R	6/01/2026	28.76		255770		28.76
1		EDDINGTON, AURORA							
	I-000202605223227	US REFUND	R	6/01/2026	75.64		255771		75.64
1		FLESCH, HUNTER							
	I-000202605223228	US REFUND	R	6/01/2026	56.40		255772		56.40
1		FREY, JACK G							
	I-000202605223242	US REFUND	R	6/01/2026	38.52		255773		38.52
1		GALLAGHER, GARRETT							
	I-000202605223248	US REFUND	R	6/01/2026	28.06		255774		28.06
1		GIFFORD, MARSHALL							
	I-000202605223220	US REFUND	R	6/01/2026	77.19		255775		77.19
1		GOLDEN FOUNDATIONS							
	I-000202605223226	US REFUND	R	6/01/2026	46.28		255776		46.28
1		GOTTO, TANNER N							
	I-000202605223215	US REFUND	R	6/01/2026	49.98		255777		49.98
1		HAMILTON, JOSYENNE							
	I-000202605223239	US REFUND	R	6/01/2026	100.00		255778		100.00
1		HART, ELIZABETH							
	I-000202605223231	US REFUND	R	6/01/2026	8.44		255779		8.44
1		HILLARY, COLLIN							
	I-000202605223222	US REFUND	R	6/01/2026	49.47		255780		49.47
1		INGLES, CHANCE							
	I-000202605223219	US REFUND	R	6/01/2026	85.54		255781		85.54

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1		JIMENEZ, ALEJANDRO							
	I-000202605223233	US REFUND	R	6/01/2026	50.74		255782		50.74
1		JOHNSON, JOSIAH							
	I-000202605223247	US REFUND	R	6/01/2026	100.00		255783		100.00
1		JOHNSON, NATHAN							
	I-000202605223230	US REFUND	R	6/01/2026	100.00		255784		100.00
1		KIRBY, CINDY & DALE							
	I-000202605223238	US REFUND	R	6/01/2026	56.84		255785		56.84
1		KROHN, CHRIS							
	I-000202605223224	US REFUND	R	6/01/2026	35.51		255786		35.51
1		LAIRD, BROOKLYN							
	I-000202605223246	US REFUND	R	6/01/2026	58.66		255787		58.66
1		NAIG, JACOB							
	I-000202605223216	US REFUND	R	6/01/2026	135.18		255788		135.18
1		PHILLIPS, ELIZABETH							
	I-000202605223245	US REFUND	R	6/01/2026	90.59		255789		90.59
1		RIECK, LAUREN							
	I-000202605223213	US REFUND	R	6/01/2026	41.30		255790		41.30
1		RODRIGUEZ, FRANCISCO							
	I-000202605223241	US REFUND	R	6/01/2026	100.00		255791		100.00
1		ROHE, SOPHIA							
	I-000202605223212	US REFUND	R	6/01/2026	61.91		255792		61.91
1		SMITH, MARIE							
	I-000202605223217	US REFUND	R	6/01/2026	56.84		255793		56.84
1		STRATMANN, DON & MAR							
	I-000202605223218	US REFUND	R	6/01/2026	1,566.30		255794		1,566.30
1		STULL, KAITLYN R							
	I-000202605223225	US REFUND	R	6/01/2026	99.90		255795		99.90
1		WATERS, NICHOLAS							
	I-000202605223214	US REFUND	R	6/01/2026	56.08		255796		56.08

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1		WIECK, PAIGE K							
	I-000202605223232	US REFUND	R	6/01/2026	45.83		255797		45.83
1		WIELE, MICAH							
	I-000202605223237	US REFUND	R	6/01/2026	100.00		255798		100.00
1		ZEKI, SAMAN							
	I-000202605223223	US REFUND	R	6/01/2026	30.09		255799		30.09
					*** VENDOR TOTALS ***		37 CHECKS		3,842.55
010051		MOBOTREX INC							
	I-291283	POLARA APS SYS E1ST TRIL-TRFC	E	6/03/2026	8,416.00		014503		8,416.00
					*** VENDOR TOTALS ***		1 CHECKS		8,416.00
011419		JUSTIN MOHLENCAMP							
	I-05/2026 TRAVEL	HWY DRUG INV MEALS 5/6/26-PD	E	6/03/2026	21.44		014553		21.44
					*** VENDOR TOTALS ***		1 CHECKS		21.44
006756		MTI DISTRIBUTING INC							
	I-1516438-00	BELT UNIT #877	R	6/01/2026	29.14		255862		29.14
					*** VENDOR TOTALS ***		1 CHECKS		29.14
009024		BROCK MUHLBAUER							
	I-05/2026 MEALS	SERCH WARRNT MEAL 5/13 REIM-PD	E	6/03/2026	17.08		014548		17.08
					*** VENDOR TOTALS ***		1 CHECKS		17.08
006750		MUNICIPAL PIPE TOOL							
	I-38763	SCREW/CAPS-SWR	R	6/01/2026	57.21		255863		57.21
					*** VENDOR TOTALS ***		1 CHECKS		57.21
000350		MUNICIPAL SUPPLY INC							
	I-0972668-IN	IRRIGATION FITTINGS-OCM	R	6/01/2026	1,455.00		255864		
	I-0974733-IN	CURB BOX PARTS-WTR	R	6/01/2026	610.00		255864		
	I-0974734-IN	DIG MAGN LOCATOR-WTR	R	6/01/2026	1,512.00		255864		
	I-0975106-IN	SUPPLIES - PW	R	6/01/2026	1,124.65		255864		4,701.65
					*** VENDOR TOTALS ***		1 CHECKS		4,701.65
003057		NAPA AUTO PARTS							
	I-462111	ANTI FREEZE - CG	R	6/01/2026	22.38		255865		
	I-783369	UNIT #127 DRAIN/HOSE	R	6/01/2026	38.72		255865		
	I-783378	OIL -CG	R	6/01/2026	103.92		255865		
	I-783466	OIL DRY CG	R	6/01/2026	101.61		255865		
	I-783669	OIL FILTERS -UNITS 809/807	R	6/01/2026	22.05		255865		
	I-783689	SEAL KIT - CG	R	6/01/2026	276.60		255865		
	I-783721	UNIT #132 GASKET	R	6/01/2026	16.20		255865		
	I-783880	RAINX -FD	R	6/01/2026	1.99		255865		583.47
					*** VENDOR TOTALS ***		1 CHECKS		583.47

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010339		DEPARTMENT OF TREASURY							
	I-1786-9401730228-20	YEARLY NVG LEASE-PD	R	6/01/2026	3,000.00		255866		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
012757		KELLY NEAL							
	I-05/2026 SUMP PUMP	FOOTING/SUMP PUMP REIM-WW	R	6/01/2026	1,800.00		255867		1,800.00
					*** VENDOR TOTALS ***		1 CHECKS		1,800.00
011949		GROWMARK, INC.							
	I-41005638	5/18 DIESEL CG	E	6/03/2026	595.65		014515		595.65
					*** VENDOR TOTALS ***		1 CHECKS		595.65
003727		ODP BUSINESS SOLUTIONS, LLC							
	C-466246995001	FRESHNER RETURNED-CH	R	6/01/2026	7.32CR		255868		
	I-466923689001	PLASTIC SLVWARE, PLATES-CH	R	6/01/2026	53.16		255868		
	I-466924898001	FRESHNER-CH	R	6/01/2026	7.32		255868		
	I-467389862001	WRITING PADS-PD	R	6/01/2026	65.34		255868		118.50
					*** VENDOR TOTALS ***		1 CHECKS		118.50
010076		OLSSON, INC							
	I-578603 #13	PAY 13 SW ORLBR RD/IRVND INT	R	6/01/2026	588.43		255869		
	I-579227 A	FO NW ANK BLVD#1-TRFC	R	6/01/2026	4,200.00		255869		
	I-579227 B	FO NW36 & NW STATE #2-TRFC	R	6/01/2026	980.00		255869		
	I-579227 C	FO SE QUADRANT #4-TRFC	R	6/01/2026	3,525.00		255869		
	I-579227 D	FO STATE STREET #5-TRFC	R	6/01/2026	3,835.00		255869		13,128.43
					*** VENDOR TOTALS ***		1 CHECKS		13,128.43
007878		OVERDRIVE INC							
	I-06497CO26166890	MISC MULTI MEDIA-KL	E	6/03/2026	274.99		014491		
	I-06497CO26166929	MISC MULTI MEDIA-KL	E	6/03/2026	109.98		014491		
	I-06497CO26166938	MISC MULTI MEDIA-KL	E	6/03/2026	85.99		014491		470.96
					*** VENDOR TOTALS ***		1 CHECKS		470.96
012330		PATRIOT CRITICAL POWER							
	I-2241	GENERATOR REPAIR CG	E	6/03/2026	384.00		014527		384.00
					*** VENDOR TOTALS ***		1 CHECKS		384.00
002158		PERFICUT COMPANIES INC							
	I-93269	5/9-5/15/26 SOUTH ZONE MOW	E	6/03/2026	11,063.92		014467		11,063.92
					*** VENDOR TOTALS ***		1 CHECKS		11,063.92
009158		PERFORMANCE FOODSERVICE - THOM							
	I-8179362	FOOD FOR RESALE - OC	R	6/01/2026	536.49		255870		
	I-8185224	FOOD FOR RESALE OC	R	6/01/2026	1,179.79		255870		1,716.28
					*** VENDOR TOTALS ***		1 CHECKS		1,716.28

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012340		ALLISON PHILSON							
	I-06/23/2026 PROG	VIOLIN STRYTME PROG 6/23/26-KL	R	6/01/2026	80.00		255871		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00
008695		CHRISTINE CARROLL							
	I-06/04/2026 BEATS	6/4/26 BEATS AND EATS	R	6/01/2026	480.00		255872		480.00
					*** VENDOR TOTALS ***		1 CHECKS		480.00
003387		PJ IOWA LC PAPA JOHN'S PIZZA							
	I-179970	5/4/26 HAWKEYE	R	6/01/2026	16.00		255873		
	I-179971	5/13/26 HAWKEYE	R	6/01/2026	16.00		255873		
	I-179972	5/14/26 HAWKEYE	R	6/01/2026	16.00		255873		
	I-179978	05/20/26 HAWKEYE	R	6/01/2026	24.00		255873		72.00
					*** VENDOR TOTALS ***		1 CHECKS		72.00
011708		PLAYAWAY PRODUCTS LLC							
	I-534569	MISC MULTI MEDIA-KL	E	6/03/2026	87.34		014513		87.34
					*** VENDOR TOTALS ***		1 CHECKS		87.34
000671		PLUMB SUPPLY COMPANY - DM							
	I-S101641937.001	ADAPTER/PVC/CPLNG - PKS	R	6/01/2026	398.37		255874		
	I-S101646736.001	ADAPTER - PKS	R	6/01/2026	42.22		255874		440.59
					*** VENDOR TOTALS ***		1 CHECKS		440.59
011897		POLK COUNTY AUDITOR'S OFFICE							
	I-13389	BLOOD DRAWS 4/26 - PD	R	6/01/2026	400.00		255875		400.00
					*** VENDOR TOTALS ***		1 CHECKS		400.00
000120		POLK COUNTY SHERIFF'S OFFICE							
	I-26544	COURT FEES-CIP ACTION-TRFC	R	6/01/2026	1,683.68		255876		1,683.68
					*** VENDOR TOTALS ***		1 CHECKS		1,683.68
009386		POMP'S TIRE SERVICE, INC							
	I-1400205521	TIRES UNIT#245	E	6/03/2026	981.13		014501		
	I-1400205948	UNIT #118 TIRES	E	6/03/2026	650.00		014501		
	I-1400206087	TIRES - PD	E	6/03/2026	839.23		014501		2,470.36
					*** VENDOR TOTALS ***		1 CHECKS		2,470.36
012758		BLUE SKY CO. LLC							
	I-PFP3316	DOG WASTE STATIONS/BAGS	E	6/03/2026	999.93		014539		999.93
					*** VENDOR TOTALS ***		1 CHECKS		999.93
012661		ANGELA DOLECHECK							
	I-2/10/2026 EVENT	MINI GOLF 5/28/26 PROG-KL	E	6/03/2026	600.00		014533		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00

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003247		PRAIRIE AG SUPPLY INC							
	I-01-180774	ECHO PAS OCM	R	6/01/2026	335.99		255877		335.99
					*** VENDOR TOTALS ***		1 CHECKS		335.99
004790		PROFESSIONAL OFFICE SERVICES I							
	I-003861258	POSTAGE 5/13/26 STMT-SWR/WTR	R	6/01/2026	1,899.27		255878		
	I-003861259	POSTAGE 5/13/26 TERM-SWR/WTR	R	6/01/2026	568.84		255878		
	I-003861260	POSTAGE 5/13/26 STMT-SWR/WTR	R	6/01/2026	4,089.72		255878		
	I-003864104	POSTAGE 5/18/26 TERM-SWR/WTR	R	6/01/2026	393.80		255878		
	I-003864684	POSTAGE UTILITIES 5/19/26 STMT	R	6/01/2026	3,220.64		255878		10,172.27
					*** VENDOR TOTALS ***		1 CHECKS		10,172.27
006051		PROMOS 911 INC							
	I-12977	STICKER BADGES- FD	R	6/01/2026	351.98		255879		351.98
					*** VENDOR TOTALS ***		1 CHECKS		351.98
012683		JOSEPH COONS							
	I-06/11/26 B&E	FY26 B&E JUNE 11 PANDAS	R	6/01/2026	1,500.00		255880		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
000344		QUICK SUPPLY CO							
	I-QSC225027	MULCH/SEED - PW	E	6/03/2026	524.80		014450		
	I-QSC226240	MULCH -PKS	E	6/03/2026	310.80		014450		
	I-QSC226442	MULCH 50/50-WTR	E	6/03/2026	310.80		014450		1,146.40
					*** VENDOR TOTALS ***		1 CHECKS		1,146.40
011464		RJN GROUP, INC.							
	I-438802	FLOW MONITORING-SWR	E	6/03/2026	13,842.50		014510		13,842.50
					*** VENDOR TOTALS ***		1 CHECKS		13,842.50
012600		ROBISON REPTILES LLC							
	I-06/03/2026 PROG	REPTILE SHOW 6/3/2026-KL	R	6/01/2026	873.00		255881		873.00
					*** VENDOR TOTALS ***		1 CHECKS		873.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-F94201	FOOD FOR RESALE - OC	E	6/03/2026	98.16		014486		
	I-F97535	FOOD FOR RESALE - OC	E	6/03/2026	159.46		014486		257.62
					*** VENDOR TOTALS ***		1 CHECKS		257.62
008261		DAN SCHELLHASE							
	I-05/2026 BOOTS	SHOES ON-SHOE 5/14/26-FD	E	6/03/2026	140.00		014545		
	I-05/2026 FITNESS	WEIGHT EQUIP FITNESS REIM	E	6/03/2026	192.02		014545		332.02
					*** VENDOR TOTALS ***		1 CHECKS		332.02

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012360		HEATHER SCHMIDT							
	I-05/23/26 REFUND	5/23/26 ACC REFUND	R	6/01/2026	390.00		255882		390.00
					*** VENDOR TOTALS ***		1 CHECKS		390.00
012739		KRISTIN I SCHMITT							
	I-05/20/26 QUILL	05/20/26 QUILLING CLASS	E	6/03/2026	220.00		014562		220.00
					*** VENDOR TOTALS ***		1 CHECKS		220.00
001636		ANDREW SCHWENDINGER							
	I-05/2026 TIA CERT	COMPTIA CYBERSECRTY 4/22/26-IT	E	6/03/2026	456.59		014464		456.59
					*** VENDOR TOTALS ***		1 CHECKS		456.59
012004		SENECA COMPANIES, INC							
	I-S-INV084465	HOSES FOR FUEL STATION - CG	E	6/03/2026	557.35		014521		557.35
					*** VENDOR TOTALS ***		1 CHECKS		557.35
012760		NOLAN SHELTON							
	I-05/2026 TRAVEL	NATNL TRIALS TRAVEL 5/2-5/6-PD	E	6/03/2026	317.34		014564		317.34
					*** VENDOR TOTALS ***		1 CHECKS		317.34
006962		NATHAN SHIMANEK							
	I-05/12/2026 MEALS	SERT MEAL 5/12 REIM-PD	E	6/03/2026	12.51		014544		12.51
					*** VENDOR TOTALS ***		1 CHECKS		12.51
003348		SSS INC							
	I-488583	MAIN OUT TO CTY-SW WESTLAWN	R	6/01/2026	393.75		255883		393.75
					*** VENDOR TOTALS ***		1 CHECKS		393.75
012064		ANDREW SMITH							
	I-05/2026 TRAVEL	HWY DRUG INVST MEALS 5/6-PD	E	6/03/2026	64.43		014556		64.43
					*** VENDOR TOTALS ***		1 CHECKS		64.43
000990		SNYDER & ASSOCIATES INC							
	I-123.0680.01A-1	PAY 4-S ANK BVD IMP/PET-1ST	E	6/03/2026	5,986.35		014461		
	I-124.0622.01 #17	PAY 17-SAWGRASS PK DAM IMP	E	6/03/2026	4,620.35		014461		
	I-125.1133.010 #5	PAY 5-SW/SE ORLBR RD TRFC SGNL	E	6/03/2026	8,260.25		014461		
	I-126.0163.010 #3	PAY 3-NE 18TH ST EXT/ I35	E	6/03/2026	34,698.25		014461		
	I-126.0501.010 #2	PAY 2-N ANK BLVD/REINHARD DR	E	6/03/2026	14,647.25		014461		
	I-126.0561.010-1	FLOWLINES PSA	E	6/03/2026	3,869.00		014461		72,081.45
					*** VENDOR TOTALS ***		1 CHECKS		72,081.45
012717		NICHOLE SPANGLER							
	I-04/18/26 RFND-ACC	04/18/26 DAMAGE DEP REFUND ACC	R	6/01/2026	500.00		255884		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00

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012769		SPARKY'S GARAGE STARTERS & ALT							
	I-1394	UNIT#688 STARTER	R	6/01/2026	132.78		255885		132.78
					*** VENDOR TOTALS ***		1 CHECKS		132.78
012761		LAUREN SPIES							
	I-STORMWTR BMP REIM	STORMWTR BMP REIM-STRM	R	6/01/2026	63.59		255886		63.59
					*** VENDOR TOTALS ***		1 CHECKS		63.59
012559		SPLASH AUTO WASH LLC							
	I-INV012	APRIL CAR WASHES	E	6/03/2026	510.00		014530		510.00
					*** VENDOR TOTALS ***		1 CHECKS		510.00
010289		RICHARD STAMY							
	I-04/2026 MEALS	RIFLE TRN 4/20/26 MEAL REIM-PD	E	6/03/2026	23.40		014551		23.40
					*** VENDOR TOTALS ***		1 CHECKS		23.40
002339		STAPLES CONTRACT & COMMERCIAL							
	I-6062340986	PREM TOWELS-PD	E	6/03/2026	659.40		014469		
	I-6062954966	COMMAND MED PIC STRIPS-PD	E	6/03/2026	49.93		014469		
	I-6063195584	THERM ROLLS, LBL TAPE, MISC-KL	E	6/03/2026	132.96		014469		
	I-6063195585	SELF-GRIP STRAPS-KL	E	6/03/2026	36.79		014469		
	I-6063266256	SANITIZER; COPY PAPER-KL	E	6/03/2026	283.12		014469		
	I-6063266258	MITRILE GLOVES, TISSUES-KL	E	6/03/2026	91.43		014469		1,253.63
					*** VENDOR TOTALS ***		1 CHECKS		1,253.63
000474		STATE HYGIENIC LABORATORY AR							
	I-319989	3/16-4/21/26 TESTING-WTR	E	6/03/2026	2,957.00		014454		2,957.00
					*** VENDOR TOTALS ***		1 CHECKS		2,957.00
012446		STATE INDUSTRIAL PRODUCTS							
	I-904199790	AIR FRESHNER - PW	E	6/03/2026	703.74		014529		703.74
					*** VENDOR TOTALS ***		1 CHECKS		703.74
008350		STIVERS FORD							
	I-772146	UPFITTING #93-PD	R	6/01/2026	8,650.07		255887		
	I-772215	UPFITTING UNIT #46-PD	R	6/01/2026	7,236.78		255887		
	I-F53555	UNIT #93 REPLACEMENT-PD	R	6/01/2026	47,577.00		255887		
	I-F53563	UNIT #46 REPLACEMENT-PD	R	6/01/2026	47,577.00		255887		111,040.85
					*** VENDOR TOTALS ***		1 CHECKS		111,040.85
011410		BOE STOEBNER							
	I-05/2026 STRM BMP	STRMWTR BMP REIM 5/26-STRM	R	6/01/2026	681.37		255888		681.37
					*** VENDOR TOTALS ***		1 CHECKS		681.37

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005956		GARRON STRATTON							
	I-05/2026 MEALS	SERT MEALS REIM 5/1-5/13/26-PD	E	6/03/2026	62.13		014541		62.13
					*** VENDOR TOTALS ***		1 CHECKS		62.13
004079		STRAWBERRY PATCH							
	I-64485	SHIRTS FOR Y BASE	R	6/01/2026	2,592.00		255889		
	I-64487	SHIRTS FOR Y BASE	R	6/01/2026	1,800.00		255889		4,392.00
					*** VENDOR TOTALS ***		1 CHECKS		4,392.00
003339		STREICHER'S							
	I-I1823071	TODD WEBB ARMOR-PD	R	6/01/2026	348.00		255890		
	I-I1825637	TODD WEBB ARMOR-PD	R	6/01/2026	1,330.00		255890		1,678.00
					*** VENDOR TOTALS ***		1 CHECKS		1,678.00
008509		REDBUD LLC							
	I-05/09/26-05/15/26	5/9-5/15/26 FACILITES /PRSC	R	6/01/2026	6,898.65		255891		6,898.65
008509		REDBUD LLC							
	I-10218	5/16-5/22/26 FACILITIES/PRSC	R	6/01/2026	6,898.65		255892		6,898.65
					*** VENDOR TOTALS ***		2 CHECKS		13,797.30
000124		SYSCO IOWA INC							
	I-439432091	FOOD FOR RESALE - OC	R	6/01/2026	418.22		255893		
	I-439437361	FOOD FOR RESALE - OC	R	6/01/2026	152.93		255893		
	I-439437433	FOOD FOR RESALE - OC	R	6/01/2026	66.55		255893		637.70
					*** VENDOR TOTALS ***		1 CHECKS		637.70
012722		TARGET CORPORATION							
	I-9917792161818662	SLP PRIZE GIFT CARDS-KL	R	6/01/2026	4,643.00		255894		4,643.00
					*** VENDOR TOTALS ***		1 CHECKS		4,643.00
012751		THE DISTRICT AT PRAIRIE TRAIL							
	I-639	PARK RENTAL READING KICKOFF-KL	R	6/01/2026	200.00		255895		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
011959		SPIN & SPARKLE LLC							
	I-03/26-05/26CLASSES	TIPPI TOES DANCE	E	6/03/2026	1,752.00		014517		1,752.00
					*** VENDOR TOTALS ***		1 CHECKS		1,752.00
010127		TK ELEVATOR CORPORATION							
	C-2025-2-1937757	CREDIT ON ACCOUNT PD	E	6/03/2026	1,280.52CR		014506		
	I-3008886324	10/01/25-10/31/25 SERVICE PD	E	6/03/2026	72.05		014506		
	I-3009268231	02/01/26-04/30/26 SERVICE PD	E	6/03/2026	216.15		014506		
	I-3009270229	02/01/26-04/30/26 SERVICE PD	E	6/03/2026	499.44		014506		
	I-3009461162	MNTN OIL & GREASE ELEVATOR-PD	E	6/03/2026	223.72		014506		
	I-3009462128	FULL ELEV MNT 5/1-7/31/26 -PD	E	6/03/2026	534.40		014506		
	I-7000266358	FRONT ELEVATOR SERVICE PD	E	6/03/2026	1,027.00		014506		1,292.24
					*** VENDOR TOTALS ***		1 CHECKS		1,292.24

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012762		PATRICIA TOWNSEND							
	I-05/2026 DEPOSIT	DEPOSIT REFUND 5/18/26-ACC	R	6/01/2026	500.00		255896		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
004713		TRANSIT WORKS							
	I-155949	SURVEY EQUIPMENT-ENG	R	6/01/2026	1,806.00		255897		1,806.00
					*** VENDOR TOTALS ***		1 CHECKS		1,806.00
000465		TREASURER STATE OF IOWA							
	I-05/20/2026	04/26 MONTHLY SALES/EXCISE TAX	D	5/21/2026	129,062.87		003058		129,062.87
					*** VENDOR TOTALS ***		1 CHECKS		129,062.87
012752		JOHNSON EVANS FOODS LLC							
	I-000123	SLP Kick off TROP SNO-KL	R	6/01/2026	1,000.00		255898		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
000468		TRUCK EQUIPMENT INC							
	I-321864	UNIT #228 SEAL/JET	E	6/03/2026	169.62		014452		169.62
					*** VENDOR TOTALS ***		1 CHECKS		169.62
007454		TUBE PRO INC							
	I-00068677	TUBE PRO FY26	R	6/01/2026	1,499.78		255899		1,499.78
					*** VENDOR TOTALS ***		1 CHECKS		1,499.78
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI08950	TEX OCM	E	6/03/2026	212.70		014475		
	I-WI21150	DECODERS-OCM	E	6/03/2026	2,168.37		014475		2,381.07
					*** VENDOR TOTALS ***		1 CHECKS		2,381.07
011651		CAYDEN TYSDAL							
	I-05/2026 FITNESS	FEB & MAR 26 FITNESS REIM	E	6/03/2026	36.00		014554		36.00
					*** VENDOR TOTALS ***		1 CHECKS		36.00
000966		U S BANK							
	I-04/27 P-CARD STMT	U S BANK	V	5/27/2026	47,173.05		003056		47,173.05
000966		U S BANK							
	B-CHECK	U S BANK VOIDED	V	5/27/2026			003056		47,173.05CR
000966		U S BANK							
	I-04/26 P-CARD STMT	U S BANK	D	5/27/2026	47,173.05		003059		47,173.05
					*** VENDOR TOTALS ***		1 CHECKS		47,173.05

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012257		UNITYPOINT HEALTH AT WORK							
	I-299020	411 PHY SANFORD-PD	R	6/01/2026	1,437.84		255900		1,437.84
					*** VENDOR TOTALS ***		1 CHECKS		1,437.84
012081		US ASSURE INSURANCE SERVICES O							
	I-BR78320279	BLDR CIVIC INSUR RNWL NW TOWER	R	6/01/2026	5,194.00		255901		5,194.00
					*** VENDOR TOTALS ***		1 CHECKS		5,194.00
012670		US FOODS INC							
	C-3133543CR	CR: OVER PAYMENT	R	6/01/2026	29.10CR		255902		
	C-5971865	CR: FOOD FOR RESALE OC	R	6/01/2026	8.08CR		255902		
	I-4345120	FOOD FOR RESALE OC	R	6/01/2026	929.95		255902		
	I-4545945	FOOD FOR RESALE - OC	R	6/01/2026	871.76		255902		1,764.53
					*** VENDOR TOTALS ***		1 CHECKS		1,764.53
000475		UTILITY EQUIPMENT COMPANY							
	I-20062756-000 A	RELINER BOWLS-SWR	E	6/03/2026	3,500.00		014455		
	I-20062756-000 B	RELINER BOWLS-SWR	E	6/03/2026	137.20		014455		3,637.20
					*** VENDOR TOTALS ***		1 CHECKS		3,637.20
006590		ADAM VANDER LEEST							
	I-05/2026 FITNESS	SMART WATCH FITNESS REIM	E	6/03/2026	187.25		014543		187.25
					*** VENDOR TOTALS ***		1 CHECKS		187.25
005012		VAN-WALL EQUIPMENT INC							
	I-6898099	TINE - OCM	E	6/03/2026	442.08		014479		
	I-6899408	UNIT #695 KIT	E	6/03/2026	368.76		014479		
	I-6902289	EXT/CABLE /CLAMP - PRSC	E	6/03/2026	76.13		014479		
	I-6905441	HYDRAULIC LIFT ARM-PRSC	E	6/03/2026	1,154.28		014479		
	I-6905594	UNIT 638 PARTS	E	6/03/2026	168.66		014479		
	I-6906416	UNIT#688 PARTS	E	6/03/2026	581.67		014479		2,791.58
					*** VENDOR TOTALS ***		1 CHECKS		2,791.58
012605		MICHAEL VOLK							
	I-04/2026 TRAVEL	ITS MTG 4/29/26 MEALS REIM-TRF	E	6/03/2026	14.58		014558		14.58
					*** VENDOR TOTALS ***		1 CHECKS		14.58
011944		MARK VOYEK							
	I-05/2026 BOOTS	BLACK SHOES 5/11/26 AMAZON-FD	E	6/03/2026	140.00		014555		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
008587		KINZLER CONSTRUCTION SERVICES							
	I-2609400.0001	RPM SENSOR ASSMBLY-SWR	R	6/01/2026	451.50		255903		451.50
					*** VENDOR TOTALS ***		1 CHECKS		451.50

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007822		WEE'S TEES LLC							
	I-21722	UNIFORMS PKS	R	6/01/2026	363.36		255904		363.36
					*** VENDOR TOTALS ***		1 CHECKS		363.36
012770		KIMBERLY WERNIMONT							
	I-05/25/2026 RFND	5/25/26 REFUND ACC	R	6/01/2026	610.00		255905		610.00
					*** VENDOR TOTALS ***		1 CHECKS		610.00
012662		WHKS & CO INC							
	I-57834 #2	PAY 2-SE 3RD STRM SWR IMP PH1	E	6/03/2026	14,910.20		014534		14,910.20
					*** VENDOR TOTALS ***		1 CHECKS		14,910.20
012763		JULIE WITTRY							
	I-05/2026 DEPOSIT RE	DEPOSIT REFUND 5/17/26-ACC	R	6/01/2026	500.00		255906		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
012302		XCESSORIES SQUARED DEV & MFG I							
	I-I-00076961	TELESPAR POSTS-TRFC	E	6/03/2026	5,014.50		014526		5,014.50
					*** VENDOR TOTALS ***		1 CHECKS		5,014.50
009306		STEVEN YOUNG							
	I-05/12/26 MEALS	SERT MEAL 5/12/26 REIM-PD	E	6/03/2026	12.71		014550		12.71
					*** VENDOR TOTALS ***		1 CHECKS		12.71
008820		SIOUXLAND TURF PRODUCTS INC							
	I-INV-07280	FAIRWAY AND TEE CHEMICALS	E	6/03/2026	3,304.00		014497		3,304.00
					*** VENDOR TOTALS ***		1 CHECKS		3,304.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	144		1,838,270.42	0.00	1,838,270.42
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	3		1,882,483.51	0.00	1,835,310.46
EFT:	126		319,080.76	0.00	319,080.76
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1	VOID DEBITS 0.00			
		VOID CREDITS 47,173.05CR	47,173.05CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	274	3,992,661.64	0.00	3,992,661.64
BANK: APFNB TOTALS:	274	3,992,661.64	0.00	3,992,661.64
REPORT TOTALS:	274	3,992,661.64	0.00	3,992,661.64

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of a new SCADA System for the Water Department.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

This item authorizes the City Manager to execute a sole source agreement with Jetco, Inc. for the purchase and installation of a new SCADA System for the Water Department. The project includes replacement and upgrade of existing communications equipment and installation of communication infrastructure at all Water Department facilities. The project will also expand the City's fiber-connected network by connecting the NW Irvinedale Water Tower, Northwest Booster Station, SW Irvinedale Water Tower, and Ash Water Tower to the Water Shop via fiber communications.

Jetco, Inc. is uniquely qualified to perform this work because they designed, supplied, integrated, and have continuously supported the City's existing SCADA communication infrastructure for approximately 20 years. During that time, Jetco has integrated all Water Department facilities into a single operational network that allows real-time communication and monitoring between remote sites and the Water Shop. As the original integrator and long-term service provider, Jetco possesses extensive institutional knowledge of the City's water system communications architecture, equipment configuration, programming standards, facility layouts, and historical construction documentation for each site.

The proposed upgrades must be fully compatible with the City's existing SCADA infrastructure to maintain uninterrupted system operations, communication reliability, cybersecurity integrity, and continuity of water utility services. Utilizing another vendor would require significant time and expense for system discovery, redevelopment of programming and integration protocols, and verification of compatibility with the City's existing infrastructure. Transitioning to a different provider would also increase the risk of communication failures, operational disruptions, extended downtime, and additional long-term maintenance and support costs.

Because of Jetco's proprietary knowledge of the existing system, prior integration work, and long-standing operational support of the City's water communication network, staff determined that Jetco, Inc. is the only vendor capable of efficiently completing the upgrade while ensuring compatibility and minimizing operational risk. As a result, this purchase qualifies as a sole source procurement in accordance with the City's Purchasing Policy, and no additional competitive bids were pursued.

The cost of the agreement with Jetco, Inc. is $132,897. In addition, separate conduit and fiber installation work is anticipated to connect the Ash Water Tower and SW Irvinedale Water Tower to the fiber network. This work will be completed under a separate purchase order to a contractor to be determined and is estimated at approximately $40,000. The total project remains within the $240,000 budgeted in the 2026 CIP.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the item as presented and authorize the City Manager to issue a purchase order to Jetco Inc. for the purchase of a new SCADA System for the Water Department in the amount of $132,897.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project was approved and included within the 2026 Capital Improvement Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. RES_2026 SCADA System
2. Q#7655C Ankeny, IA - SCADA System Upgrades 2026

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW SCADA SYSTEM FOR THE WATER DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase upgraded SCADA equipment; and

WHEREAS, Jetco, Inc. is the integrator and installer of both existing and new SCADA equipment; and

WHEREAS, the City of Ankeny has determined the sole source purchase is in accordance with the City's Purchasing Policy; and

WHEREAS, the sole source bid was received from Jetco, Inc. in the amount of $132,897; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to authorize the purchase of said SCADA equipment from Jetco, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Manager or designee is hereby authorized to issue a purchase order for the SCADA equipment in the amount of $132,897.

PASSED AND APPROVED this 1st day of June, 2026

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

Thursday, May 07, 2026
To: City of Ankeny, IA
Re: SCADA System Upgrades 2026
Attn: Mr. Shawn Buckner

Project: Q7655C

Per your request Jetco proposes the following equipment and services.

Item A: Water Shop

New Control Panel to be wall mounted next to existing City network rack
Nema 1 Painted Steel
120Vac, 10A. Powered from existing network rack UPS
Containing the following.

(1) 120V, 10A Circuit Breaker
(1) 120V Surge Arrestor
(1) 24vdc Power Supply
(1) 16 Port Unmanaged Network Switch
(4) Fiber Optic to Ethernet Converter, Single-Mode Fiber
(4) Fiber Optic Jumper Cables for connection to existing City Network Rack
(1) Allen Bradley 5069 Series PLC Processor to provide communications to all remote sites
(lot) Miscellaneous materials required for proper operation

Existing Water Shop Control Panel, antenna and antenna coax to be abandoned in place. After System upgrades are complete and operational City can remove/demo this equipment.

Item B: SW Irvinedale Water Tower

Equipment to be removed from existing panel:

- Obsolete Radio Telemetry Transceiver
- Antenna Coax Surge Arrestor

Equipment to be retained:

- Allen Bradley Micrologix PLC & I/O Modules
- Antenna Coax Cable to top of water tower
- Power Supplies, Circuit Breakers, Relays, Fuses, Etc.

Equipment to be provided and installed in existing control panel:

- **Arista 4RF Radio Transceiver with din rail kit and coax jumper cable**
- **Antenna Coax Surge Arrestor**
- **Omni Antenna, installed on top of tower, replacing existing Yagi Antenna**
- (1) Fiber Optic to Ethernet Converter, Single-Mode Fiber
- (1) Fiber Optic Jumper Cables for connection to City Fiber Patch Panel
- Miscellaneous materials required for proper operation

1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

Item C: Ash Tower

Equipment to be removed from existing panel:
- Obsolete Radio Telemetry Transceiver
- Antenna Coax Surge Arrestor

Equipment to be retained:
- Allen Bradley Micrologix PLC & I/O Modules
- Power Supplies, Circuit Breakers, Relays, Fuses, Etc.

Equipment to be abandoned in place:
- Yagi Directional Antenna
- Antenna Coax Cable

Equipment to be provided and installed in existing control panel:
- (1) Fiber Optic to Ethernet Converter, Single-Mode Fiber
- (1) Fiber Optic Jumper Cables for connection to existing City Network Rack
- Miscellaneous materials required for proper operation

Item D: Magazine Pump Station

Equipment to be removed from existing panel:
- Obsolete Radio Telemetry Transceiver
- Antenna Coax Surge Arrestor
- Obsolete Allen Bradley 1769-L32 PLC Processor
- Obsolete Allen Bradley Panelview Plus 6 Operator Interface

Equipment to be retained:
- Allen Bradley CompactLogix PLC Power Supply & I/O Modules
- Antenna Coax Cable to top of antenna mast and Yagi Directional Antenna
- Power Supplies, Circuit Breakers, Relays, Fuses, Etc.

Equipment to be provided and installed in existing control panel:
- Allen Bradley 1769-L33ER PLC Processor
- Allen Bradley Panelview Operator Interface, 10” Color Touch Screen
- **Arista 4RF Radio Transceiver with din rail kit and coax jumper cable**
- **Antenna Coax Surge Arrestor**
- Miscellaneous materials required for proper operation

Item E: Delaware Pump Station

Equipment to be removed from existing panel:
- Obsolete Radio Telemetry Transceiver
- Antenna Coax Surge Arrestor
- Obsolete Allen Bradley 1769-L32 PLC Processor
- Obsolete Allen Bradley Panelview Plus 6 Operator Interface

Equipment to be retained:
- Allen Bradley CompactLogix PLC Power Supply & I/O Modules
- Antenna Coax Cable to top of antenna mast and Yagi Directional Antenna
- Power Supplies, Circuit Breakers, Relays, Fuses, Etc.

Equipment to be provided and installed in existing control panel:
- Allen Bradley 1769-L33ER PLC Processor
- Allen Bradley Panelview Operator Interface, 10” Color Touch Screen
- Arista 4RF Radio Transceiver with din rail kit and coax jumper cable
- Antenna Coax Surge Arrestor
- Miscellaneous materials required for proper operation

1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

Item F: NW Irvinedale Water Tower

Equipment to be removed from existing panel:
- None

Equipment to be retained:
- All: Control Panel provided new with recent project

Equipment to be provided and installed in existing control panel: **
- **(1) Fiber Optic to Ethernet Converter, Single-Mode Fiber**
- **(1) Fiber Optic Jumper Cables for connection to City Fiber Patch Panel**

Item G: NW Irvinedale Booster Station

Equipment to be removed from existing panel:
- None

Equipment to be retained:
- All

Equipment to be provided and installed in existing control panel: **
- **(1) Fiber Optic to Ethernet Converter, Single-Mode Fiber**
- **(1) Fiber Optic Jumper Cables for connection to City Fiber Patch Panel**

Item H: Trestle Water Tower (New Project – under construction)

No equipment provided by Jetco for this project:
New Panel provided by Jetco under separate project

Refer to Jetco Services for work on this project for this associated site.

Item I: SCADA Software Upgrade

VT SCADA Software and License to be installed on existing SCADA Computer.
Excludes any new computer hardware. System was recently upgraded in 2025

Item J: Spare Parts provided by Jetco

- (2) Fiber Optic to Ethernet Converter, Single-Mode Fiber
- (1) Arista 4RF Radio Transceiver
- (1) Antenna Coax Surge Arrestor

Item K: Jetco Services

- Complete System Engineering to include updates to all existing system documentation and documentation on all new equipment/control panels.
- Removal/Installation of all equipment listed above in existing control panel.
- Installation of new control panel at Water Shop
- System Programming changes as required for communications via new radio telemetry equipment and City Fiber Optic Network.
- Installation of new Omni Antenna on top of SW Irvinedale Water Tower
- Redirection of Yagi Directional Antennas at Magazine and Delaware Pump Stations
- System Programming for new VT SCADA Software Application to provide all existing system monitoring and control functions.
    - System programming to be added for monitoring and control of the following sites not currently on SCADA: NW Irvinedale Water Tower & Booster Station, Trestle Water Tower

JETCO
1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

Proposal Notes:

- Equipment in green was provided on Jetco Project 2597C to be utilized on this project and is currently in City possession.
- Orange Items will be provided at only one location for Item F & G as determined by final configuration of City Fiber Optic Network. See network diagram attached to this proposal.
- After system upgrade is complete and operations are fully tested, any equipment listed as abandoned in place can be removed by City if desired.

Proposal Exclusions:

- Fiber Optic Network Cabling or Patch Panel or any associated labor/materials for installation.
- Upgrades to any PLC Processor or Equipment not specifically listed above.
- Upgrades to any system instrumentation or motor control equipment.
- State or Local Sales Taxes. Jetco may require a tax-exempt form from City.

Payment/Invoicing Schedule:

20% Upon Completion of System Engineering
65% Upon Equipment Delivery.
Equipment to be stored at Jetco for system programming and testing. Jetco to provide City certificate of insurance.
15% Upon final system installation and acceptance by City

Total System Cost: $ 135,522.00

Price Deduct Option: On Jetco Project 2597C for the NW Irvinedale Tower/Booster Station the following equipment was purchased and provided to the City prior to decision to migrate the SCADA system communications to the City Fiber Optic Network. Jetco delivered this equipment and City is current storing. Jetco can utilize this equipment on another project.

Qty	Description	Part Number
320ft	LMR900 COAX CABLE	TIM-LMR-900-DB
2	TIMES MICROWAVE LMR-900 CABLE CONNECTORS	TIMEZ-900-NMC-2
1	TIMES MICROWAVE LMR-900 CABLE STANDARD GROUND KIT	TIMGK-S900TT
1	PCTEL 9 Db GAIN YAGI ANTENNA N(F): 860-960MHz	MXR-BMOY-8905

This cost can be deducted from above Total System Cost for Jetco to take possession of this equipment.

Total Deduct: ($ 2,625.00)

Final System Cost after Deduct: $ 132,897.00

Estimated Project Schedule:

System Engineering Complete: 14-16 weeks after official PO received
System Programming and Testing Completed: 20-24 weeks after engineering is completed.
System Installation: TBD
City Fiber Optic Network must be in place and operational prior to scheduling installation. Jetco would anticipate 4-6 weeks lead time to schedule once notified City Network is complete.

1050 9th ST NE
Altoona, IA 50009
Ph. 515.967.5874
jetcoinfo@jetcoelectric.com

This proposal is subject to attached Jetco Terms & Conditions

Signed copy of this proposal must accompany any subsequent purchase orders or sub-contracts.

Accepted by (Print):_____Title:_____

Signature:_____Date:_____

Sincerely,

John M. Whitacre, President

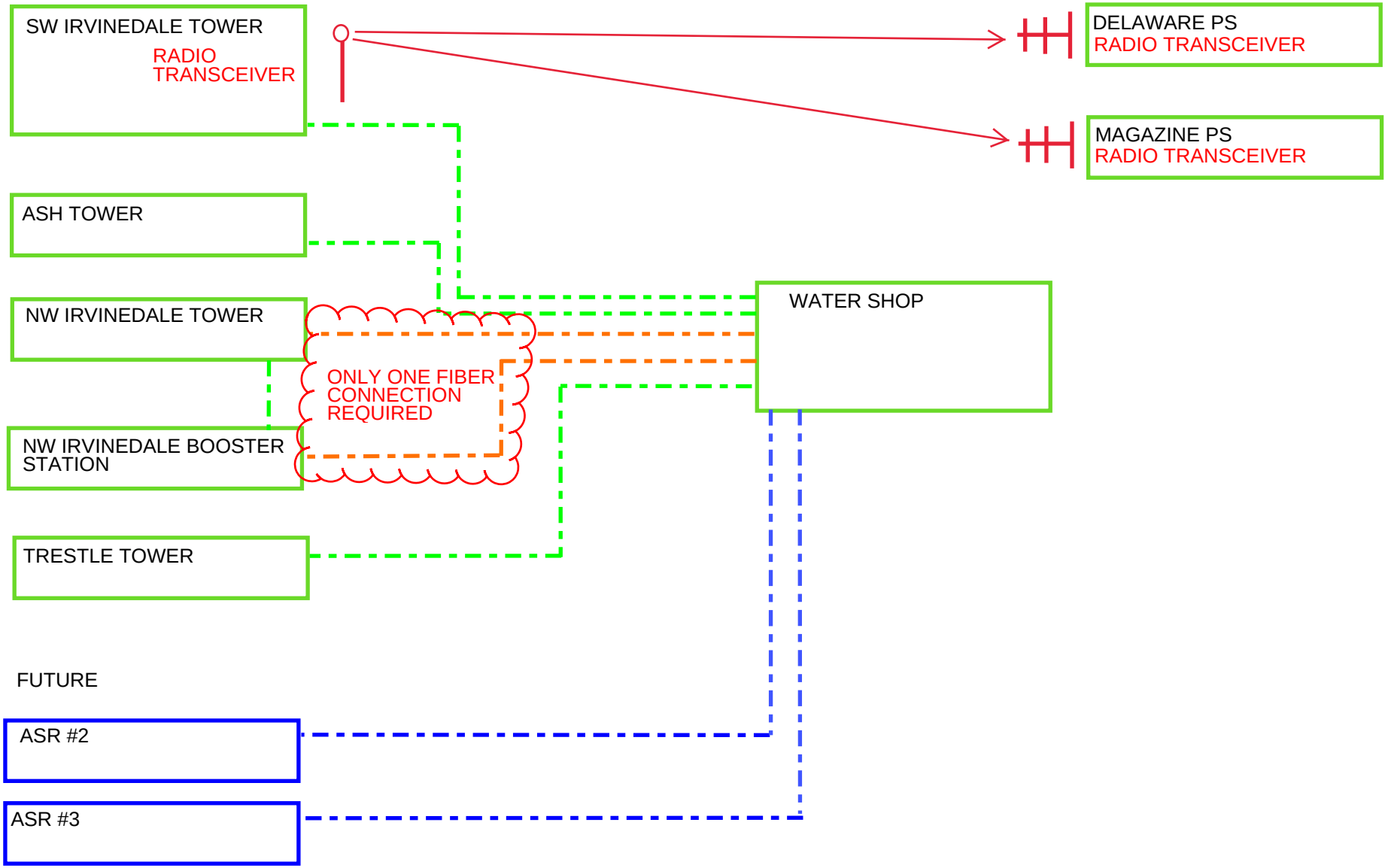
JETCO, INC
TERMS AND CONDITIONS

General:

1. *This proposal shall remain valid for a period of thirty (30) days from the date of issuance. Any orders received after this period shall be subject to review by Jetco for potential manufacturer price increases. Due to global material shortages, supply chain disruptions, and delivery delays, manufacturer price adjustments have become more frequent and may occur at any time.*
2. *The pricing provided in this proposal is subject to change in response to any newly imposed tariffs, duties, taxes, or regulatory fees. The buyer acknowledges and agrees that such costs may be adjusted accordingly, and any additional charges incurred due to governmental policies shall be the sole responsibility of the buyer. Jetco shall make reasonable efforts to notify the buyer of any such changes in advance and collaborate in good faith to mitigate any adverse impact.*
3. *Project must be released for Jetco production within twelve (12) weeks from date submittals are transmitted to the customer. Orders released to production beyond this period shall be subject to a price increase.*
4. *Due to ongoing global material shortages, supply chain disruptions, and delivery issues affecting all manufacturers, equipment lead times provided at the time of proposal are estimates only and are subject to change. These delays are beyond the control of Jetco, and Jetco shall not be held responsible for any delays in project completion arising from such issues.*
5. *Jetco shall not be held liable for any liquidated damages.*
6. *Any purchase orders or contracts issued under the scope of these terms and conditions shall be deemed 'accepted' upon issuance, irrespective of whether the scope is signed and returned with the purchase order or contract.*
7. *Jetco Control Panels shall be supplied with Jetco standard OEM Panel components, which include but not limited to: Terminal blocks, breakers, relays, wiring, and related accessories.*
8. *During the engineer approval process, only electronic submittals and re-submittals shall be provided. Pricing for hard copies may be supplied upon request.*
9. *O&M manuals shall be provided only at the conclusion of the project. No preliminary O&M manuals shall be supplied. Upon project completion or near completion, one (1) electronic O&M manual shall be provided for engineer approval. Once approved, hard copies shall be supplied as required by project specifications.*
10. *Proposed cable lengths are indicated alongside the proposed equipment. If additional cable is required, the Buyer shall add the applicable costs below to the proposal amount.*
    - *Flow Meter: $80 for each additional 10 ft.*
    - *Transducers/Floats: $60 for each additional 10 ft.*
    - *Fiber/Antenna Coax LMR400/600: $40 for each additional 10 ft.*
    - *Misc.: Additional cable can be quoted upon request.*
11. *Equipment cable lengths must be confirmed by the installing personnel or contractor within four (4) weeks of engineer approval of the equipment. Items cannot be ordered until cable lengths are confirmed. Any equipment confirmed after the four-week period shall be subject to a price increase.*

Excludes the following, unless specifically listed in Jetco proposal:

1. *State or Local Sales Tax, Project Bonding*
2. *Labor or Materials for any electrical or mechanical installation.*
3. *Utility Metering CT/PT Cabinets or Utility Transformers.*
4. *Generators, Transfer Switches, or Switchgear.*
5. *Electrical disconnects, control stations, or junction boxes.*
6. *Control Panels and/or Instrumentation.*
7. *Telecom data outlets, Phone Systems, or DMARC boxes.*
8. *Electrical lighting and/or lighting controls.*
9. *Cord and/or Kellum Grips for factory cables such as pumps, floats, transducers, sensors, etc.*
10. *HVAC Equipment and/or controls.*
11. *Photo Voltaic System*
12. *Solenoid Valves*
13. *Process Equipment/Controls/Instruments specified to be provided by the manufacturer.*
14. *Pumps/Motors, valves/gates, valve/gate actuators or process piping.*
15. *Pump, blower, or motor monitoring relays shall be provided by the manufacturer. If wired into the Jetco-provided MCC or control panel, these items must be shipped to Jetco for installation.*
16. *Data Cabling: Any network connections or cables between control panels and remote equipment.*
17. *Fiber Optic Cables, Fiber boxes, Fiber jumpers, Fiber termination and testing.*
18. *Electrical Gear Power Study*
19. *Spare parts and/or maintenance tools*
20. *End user Calibration/testing equipment.*
21. *Installation of Antenna, Coax Cabling, and conduit masts.*


SW IRVINEDALE TOWER
RADIO TRANSCEIVER
DELAWARE PS
RADIO TRANSCEIVER
MAGAZINE PS
RADIO TRANSCEIVER
ASH TOWER
NW IRVINEDALE TOWER
WATER SHOP
ONLY ONE FIBER CONNECTION REQUIRED
NW IRVINEDALE BOOSTER STATION
TRESTLE TOWER
FUTURE
ASR #2
ASR #3

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #221).

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Deliver Exceptional Service

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of the single axle snow plow truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The purchase of a single axle snow plow truck is included in the approved FY 2027 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY, PLOW COMPONENTS, AND A BUILD OF A SINGLE AXLE SNOW PLOW TRUCK FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a dump body, plow components, and a build of a new single axle snow plow truck to replace existing truck #221 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of NPPGov, member #M-5832691, the (Contract #PS22170) estimated price for the purchase of a dump body, plow components, and build with Henderson Products, Inc., is $190,089.24, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of $190,089.24 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2027 funds for the estimated purchase price ($190,089.24) plus up to 10% of the estimated purchase price ($19,008) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said dump body, plow components, and build of a single axle snow plow truck.

DATED at Ankeny, Iowa, this 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of a single axle snow plow truck for the Public Works Department (replace existing truck #223).

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Deliver Exceptional Service

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Adopt **RESOLUTION** authorizing the purchase of a dump body, plow components, and build of the single axle snow plow truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The purchase of a single axle snow plow truck is included in the approved FY 2027 budget.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A DUMP BODY, PLOW COMPONENTS, AND A BUILD OF A SINGLE AXLE SNOW PLOW TRUCK FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a dump body, plow components, and a build of a new single axle snow plow truck to replace existing truck #223 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of NPPGov, member #M-5832691, the (Contract #PS22170) estimated price for the purchase of a dump body, plow components, and build with Henderson Products, Inc., is $190,089.24, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Henderson Products, Inc., in the amount of $190,089.24 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2027 funds for the estimated purchase price ($190,089.24) plus up to 10% of the estimated purchase price ($19,008) for potential increases in the cost of the truck due to market conditions, to facilitate the purchase of said dump body, plow components, and build of a single axle snow plow truck.

DATED at Ankeny, Iowa, this 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to suspend the practices of Iowa Code Chapter 400 Civil Service, Section 400.11(1)(a) regarding the hiring of an employee of a department covered by civil service for the period July 1, 2026 to June 30, 2027, as authorized in Iowa Code Section 400.12A.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL
Become the Employer of Choice

ACTION REQUESTED
Motion

LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The Iowa legislature passed a revision to Chapter 400 Civil Service in 2024, that allows for cities to suspend the requirement to certify employment lists for positions covered by this code section. This allows city staff flexibility in hiring applicants without the burdensome and time-consuming restraints based on existing language.

The law requires the City Council to authorize a suspension of requirements under section 400.11, subsection 1, paragraph "a". 400.11 Names certified — temporary appointment. 1. a. The commission, within one hundred eighty days after the beginning of each competitive examination for original appointment, shall certify to the city council a list of the names of forty persons, or a lesser number as determined by the commission, who qualify with the highest standing as a result of each examination for the position they seek to fill, or the number which have qualified if less than forty, in the order of their standing, and all newly created offices or other vacancies in positions under civil service which occur before the beginning of the next examination for the positions shall be filled from the lists, or from the preferred list existing if provided for in case of diminution of employees, within thirty days. If a tie occurs in the examination scores which would qualify persons for the last position on the list, the list of the names of the persons who qualify with the highest standing as a result of each examination shall include all persons who qualify for the last position. Preference for temporary service in civil service positions shall be given those on the lists. However, the commission may certify a list of names eligible for appointment subject to successfully completing a medical examination. The medical examination shall be provided pursuant to commission rules adopted under section 400.8.

400.12A Hiring practices — suspension — reinstatement. 1. A city council, by majority vote, may suspend the practices specified in subsection 2 that are generally required pursuant to this chapter for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under this chapter shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to this section prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension. 2. The provisions of section 400.11, subsection 1, paragraph “a”, may be suspended as provided in subsection 1. 3. a. This section does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of this chapter. b. This section shall not be construed to preclude an employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of this chapter.

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend approval of the motion to suspend the practices of Iowa Code Chapter 400 Civil Service, section 400.11 (1) a. regarding the hiring of an employee of a department covered by civil service for the period July 1, 2026, to June 30, 2027, as authorized in Iowa Code section 400.12A.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

None

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to accept the Civil Service Commission certified lists for promotion to: Utilities Operator II in the wastewater division of the municipal utilities department, Combination Inspector II in the development services department, Permit Technician II in the development services department, Engineering Technician II in the development engineering division of the municipal utilities department, Traffic Safety Supervisor in the traffic engineering division of the public works department, and Police Sergeant in the police department; subject to passing any further departmental requirements.

ORIGINATING DEPARTMENT
Human Resources

COUNCIL GOAL
Become the Employer of Choice

ACTION REQUESTED
Motion
LEGAL

EXECUTIVE SUMMARY

CITY MANAGER/STAFF RECOMMENDATIONS:

Recommend acceptance of the motion to accept the Civil Service Commission certified lists for promotion to: Utilities Operator II in the wastewater division of the municipal utilities department, Combination Inspector II in the development services department, Permit Technician II in the development services department, Engineering Technician II in the development engineering division of the municipal utilities department, Traffic Safety Supervisor in the traffic engineering division of the public works department, and police sergeant in the police department; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. 06.01.26 memo to mayor

June 1, 2026

To: The Honorable Bobbi Bentz, Mayor, and City Council Members

From: Civil Service Commission

At the May 20, 2026 of the Civil Service Commission, the following employees were certified eligible for promotion, subject to passing all other requirements.

Utilities Operator II–Wastewater – Municipal Utilities:

RANK	LAST NAME	FIRST NAME
1	Baratta	Alec
1	McGill	Josiah

Combination Inspector II – Development Services:

RANK	LAST NAME	FIRST NAME
1	Moree	Trey

Permit Technician II– Development Services:

RANK	LAST NAME	FIRST NAME
1	Manning	Kristin

Engineering Technician II– Municipal Utilities:

RANK	LAST NAME	FIRST NAME
1	Conley	Dana

Traffic Safety Supervisor– Public Works:

RANK	LAST NAME	FIRST NAME
1	Fogg	Joe

Police Sergeant– Police Department:

RANK	LAST NAME	FIRST NAME
1	Cusack	Jake
2	Campbell	Colton
3	Odobasic	Imran

4	Muhlbauer	Brock
5	DePrez	Nichole
6	Young	Steve
7	Ditsworth	Kevin
8	Shimanek	Nathan
9	Shelton	Max
10	Ash	Shaun

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement between the City of Ankeny, Iowa and Ankeny Community School District regarding traffic improvement items identified in the April 10, 2026 Traffic Study associated with the development of the Ankeny Community School District Innovative Hub Site Plan.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

A Resolution authorizing the Mayor to sign a development agreement between the City of Ankeny, Iowa and Ankeny Community School District regarding traffic improvement items identified in the April 10, 2026 Traffic Study associated with the development of the Ankeny Community School District Innovative Hub Site Plan. The development agreement outlines responsibilities related to the construction, cost participation, and reimbursement of certain traffic improvements, including a westbound left-turn lane on NW 9th Street at NW School Street and a southbound right-turn lane on N. Ankeny Boulevard associated with the proposed development; and City staff and Ankeny Community School District, Iowa, have agreed to the terms and conditions outlined in said development agreement, a copy of which is attached.

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. Development Agreement

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 AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND ANKENY COMMUNITY SCHOOL DISTRICT REGARDING TRAFFIC IMPROVEMENT ITEMS IDENTIFIED IN THE APRIL 10, 2026 TRAFFIC STUDY ASSOCIATED WITH THE DEVELOPMENT OF THE ANKENY COMMUNITY SCHOOL DISTRICT INNOVATIVE HUB SITE PLAN

WHEREAS, City staff and Ankeny Community School District, Iowa, have entered into a development agreement that outlines certain terms and conditions regarding public infrastructure improvements identified in the traffic study approved April 10, 2026 associated with the development of the Ankeny Community School District Innovative Hub; and

WHEREAS, the development agreement outlines responsibilities related to the construction, cost participation, and reimbursement of certain traffic improvements, including a westbound left-turn lane on NW 9th Street at NW School Street and a southbound right-turn lane on N. Ankeny Boulevard associated with the proposed development; and

WHEREAS, City staff and Ankeny Community School District, Iowa, have agreed to the terms and conditions outlined in said development agreement, a copy of which is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Ankeny Community School District, Iowa, regarding required public infrastructure improvements associated with the development of the Ankeny Community School District Innovative Hub.

PASSED AND APPROVED this 1st day of June 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023 (515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND ANKENY COMMUNITY SCHOOL DISTRICT, IOWA

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a site plan from Ankeny Community School District, Iowa (hereinafter the "Developer") regarding the construction of the site plan "Ankeny Community School District Innovation Hub" (hereinafter the "Site Project"); and

WHEREAS, the April 10, 2026 City approved Traffic Study ("Current Traffic Study") shows that additional traffic generated from the Site Project will require a westbound left-turn lane on NW 9th Street at the intersection of NW School Street (hereinafter "Improvement #1") and a southbound right-turn lane on N Ankeny Boulevard at the private drive access approximately 550 feet south of NW 18th Street (hereinafter "Improvement #2"); and

WHEREAS, the City has programmed the 2025 PCC Reconstruction Program – NW 9th Street (hereinafter the "City Project") into the City's current Capital Improvement Program (CIP). The City Project is currently programmed for construction in 2026; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and construct Improvement #1 on NW 9th Street as part of the City Project.

2. The Developer agrees to reimburse the City $76,861.24 for all construction costs associated with Improvement #1. The reimbursement amount is based on the actual certified construction costs of the City Project and shown on Exhibit A. Payment shall be made by the Developer to the City within thirty (30) days after the public improvements for the City Project have been completed and accepted by the City Council.

3. The Developer will design and construct Improvement #2 on N Ankeny Boulevard as part of the Site Project.

4. The City agrees to reimburse the Developer for seventy-five percent (75%) of the construction costs associated with Improvement #2. The maximum reimbursement amount is estimated to be $105,000.00, as shown on Exhibit B. The actual reimbursement amount will be based on the actual certified construction costs at the time of project completion, up to a maximum amount of $105,000.00.

Payment shall be made by the City to the Developer within thirty (30) days after the public improvements for the Site Project have been completed and accepted by the City Council.

5. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, or other improvements needed to complete the City Project. The Right of Way shall be provided at no cost to the City.

6. This Agreement shall be governed by the laws of the State of Iowa.

7. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

8. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

9. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

10. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

11. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Ankeny Community School District:

Ankeny Community School District
406 SW School Street
Ankeny, IA 50023
Attn.: Mike Maddalozzo, Director of Operations

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 4th day of May, 2026.

ANKENY COMMUNITY SCHOOL DISTRICT

By: SGott
Stephanie Gott, School Board President

STATE OF IOWA, COUNTY OF POLK, ss:

On the 18th day of May, 2026, before me, a Notary Public in and for said County and State personally appeared Stephanie Gott, School Board President, to me personally known, who being by me duly sworn, did say that she is the School Board President of Ankeny Community School District executing the within and foregoing instrument and acknowledged that ~~he~~ She executed the same as ~~his~~ her voluntary act and deed of the corporation, by it and by ~~him~~ her voluntarily executed.

Renae S. DeVenney
Notary Public in and for said State of Iowa

RENAE S. DEVENNEY
Commission Number 859617
My Commission Expires
October 11, 2027

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

Attest:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **BOBBI B. BENTZ** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2026, and the said **BOBBI B. BENTZ** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development Agreement with William Kimberley Development Corp. concerning the reimbursement for improvements associated with the extension of NW 18th Street.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

A resolution authorizing the Mayor to sign a development agreement with Kimberley Development Corp. concerning the reimbursement for the extension of NW 18th Street.

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. Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND KIMBERLEY DEVELOPMENT CORP. ASSOCIATED WITH THE EXTENSION OF NW 18TH Street

---

WHEREAS, City staff and Kimberley Development Corp., have entered into a Development Agreement that outlines certain terms and conditions to share the cost of improvements associated with the extension of NW 18th Street; and

WHEREAS, pursuant to Iowa Code sec. 354.8, the City is required to give consideration to the possible burden on public improvements and to a balance of interests between a developer, future purchasers, and the public interest when considering the subdivision and development of the Property; and

WHEREAS, City staff and Kimberley Development Corp. have agreed to said terms and conditions outlined in said Development Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a Development Agreement by and between the City of Ankeny, Iowa, and Kimberley Development Corp. associated with the extension on NW 18th Street.

PASSED AND APPROVED this 1st day of June, 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023 (515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND KIMBERLEY DEVELOPMENT CORP.

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a voluntary annexation application from Kimberley Development Corp. (hereinafter the "Developer") regarding the annexation of a 38.943-acre parcel of land located immediately adjacent to the City limits and legally described as:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY IOWA, EXCEPT THE SOUTH 50.00 FEET THEREOF AND CONTAINING 38.29 ACRES (1,667,913 SQUARE FEET). PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

(the "Property"); and

WHEREAS, Developer is seeking to annex the Property into the City's corporate limits for the purpose of developing the Property into a residential housing subdivision and to facilitate the provision of City services; and

WHEREAS, pursuant to Iowa Code sec. 354.8, the City is required to give consideration to the possible burden on public improvements and to a balance of interests between a developer, future purchasers, and the public interest when considering the subdivision and development of the Property; and

WHEREAS, in 2021-2022, the City completed the extension of NW 18th Street from NW Weigel Drive to NW Spruce Drive (the "Project") and assessed the adjacent property owners for a portion of the costs of the Project; and

WHEREAS, the Property is located adjacent to the Project, and if the Property had been within the City's corporate limits in 2021, it would have been assessed for a portion of the costs of the Project; and

WHEREAS, as a condition of development of the Property, and in consideration of the balance of interests between the Developer, future purchasers and the public interest, the City is hereby requiring the Developer to pay its proportional share of the costs to complete the Project; and

WHEREAS, Developer has agreed to pay such Project costs.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. Developer's Obligations. The Developer agrees to reimburse the City $317,567.25 towards the construction of the extension of NW 18th Street from NW Weigel Drive to NW Spruce Drive (the "Project"). Developer acknowledges and agrees that the construction of the Project has benefited the Property, by providing better traffic flow, improved vehicular and pedestrian/bicycle access, improved traffic safety, improved utility corridor access, improved drainage, and by extending sanitary sewer, water main and storm sewer infrastructure to the Property's boundary. Payment shall be made by the Developer to the City in full prior to the Ankeny City Council's consideration of any final plat for the Property. Developer understands and agrees that payment to the City is a condition precedent to the consideration of any final plat related to the Property by the Ankeny City Council.

2. City's Obligations. The City agrees to process Developer's application for annexation in accordance with the City's normal procedures and the requirements of Iowa Code chapter 368. The City further agrees to process the Developer's submissions related to the subdivision of the Property in accordance with the City's normal procedures, the Ankeny City Code and the requirements of Iowa Code chapter 354. Notwithstanding the foregoing, the City shall not submit any final plat related to the Property to the Ankeny City Council for its consideration unless and until the Developer has made the payment as required in Section 1 herein.

3. Term. This Agreement, subject to prior execution by Developer, shall commence on the date of its approval and execution by the Ankeny City Council and shall continue in full force and effect until Developer's payment has been made to the City and a final plat for the Property has been presented to the Ankeny City Council for its consideration, or until its termination in accordance with Section 5.B. below.

4. Events of Default. Subject to the applicable notice and cure period set forth in Section 5, the following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

A. Failure by Developer to make the payment, as outlined in Section 1, to the City of Ankeny pursuant to the terms and conditions of this Agreement;

B. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or

C. Any material representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, which shall prove to have been incorrect, incomplete, or misleading.

5. Remedies on Default. Whenever any Event of Default referred to in Section 4 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving ten (10) days' prior written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the reasonable satisfaction of the City within said ten (10) days, or if the Event of Default cannot reasonably be cured within ten (10) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably practicable:

A. The City may suspend its performance under this Agreement until it receives assurances from Developer, reasonably deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;

B. The City may terminate this Agreement; or

C. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6. This Agreement shall be governed by the laws of the State of Iowa.

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Developer:

Kimberley Development Corp.
2785 N. Ankeny Boulevard, Suite 22
Ankeny, IA 50021
Attn.: Jenna Kimberley

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ___ day of _____, 2026.

DEVELOPER

By: William Kimberley

Its: President

CITY OF ANKENY, IOWA

By: _____
Bobbi B. Bentz, Mayor

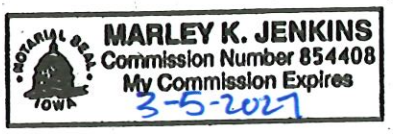
Attest:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 6 day of April, 2026, before me, a Notary Public in and for said County and State personally appeared William Kimberley, to me personally known, who being by me duly sworn, did say that he/she is the President of Kimberley Development Corp., executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, by it and by him voluntarily executed.

Marley Jenkins
Notary Public in and for said State of Iowa



STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **BOBBI B. BENTZ** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2026, and the said **BOBBI B. BENTZ** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

4896-7230-8099-1\10174-621

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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 part of Lot 1 Hidden Creek Plat 4 and Lot 2 Hidden Creek Plat 2; and associated with the site improvements at 1606 NW Irvinedale Drive.

ORIGINATING DEPARTMENT
Development Services

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: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3556

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON PART OF LOT 1 HIDDEN CREEK PLAT 4 AND LOT 2 HIDDEN CREEK PLAT 2; AND ASSOCIATED WITH THE SITE IMPROVEMENTS AT 1606 NW IRVINEDALE DRIVE

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on part of Lot 1, Hidden Creek Plat 4 and Lot 2 Hidden Creek Plat 2; and associated with the site improvements at 1606 NW Irvinedale Drive, 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 part of Lot 1, Hidden Creek Plat 4 and Lot 2 Hidden Creek Plat 2; and associated with the site improvements at 1606 NW Irvinedale Drive are hereby accepted.

PASSED AND APPROVED this 1st day of June, 2026.

CITY OF ANKENY

Bobbi B. Bentz, Mayor

ATTEST:

Michelle Yuska, City Clerk

Prepared by and return to: Nathan J. Barber, Belin McCormick, P.C., 606 Walnut Street, Suite 2000, Des Moines, IA 50309, (515) 283-4676
Taxpayer: 1606 NW Irvinedale Dr, LLC, 1718 River Forest Dr., Fort Dodge, Iowa 50501-7012

FIRST AMENDMENT TO STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by 1606 NW IRVINEDALE DR, LLC, an Iowa limited liability company ("Grantor"), and joined by the CITY OF ANKENY, IOWA, an Iowa municipal corporation (the "City").

WHEREAS, Hunziker Land Development Company, L.L.C., an Iowa limited liability company ("Original Grantor"), and the City entered into that certain Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement dated January 21, 2020, and recorded January 22, 2020, in Book 17672, Page 737, in the office of the Polk County, Iowa Recorder (the "Original Agreement"), which encumbers the following described real estate: Lot 1, Hidden Creek Plat 4, Ankeny, Polk County, Iowa, and Lot 2, Hidden Creek Plat 2, Ankeny, Polk County, Iowa (collectively, the "Benefitted Property");

WHEREAS, Grantor is the current owner in fee simple of the Benefitted Property, and as successor to Original Grantor is bound by, and entitled to the benefits and rights of, the Original Agreement, which runs with the land in accordance with its terms;

WHEREAS, the configuration of the storm water detention area constructed on the Benefitted Property has changed from that depicted on the original Exhibit A to the Original Agreement, and the parties desire to amend the Original Agreement to replace the legal description of the Easement Area to reflect the revised configuration of the Storm Water Management Facility

as shown on the easement plat prepared by Snyder and Associates, Inc., dated April 6, 2026 (the "Revised Plat"); and

WHEREAS, pursuant to Part 1 of the Original Agreement, the covenants set forth therein may be amended with the written permission of the City, and the City joins in this Amendment to evidence such permission.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the City agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

2. Replacement of Exhibit A. Exhibit A to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment and incorporated herein by reference. From and after the Effective Date, all references in the Original Agreement to "Exhibit A," the "Easement Area," and the legal description of the Easement Area shall mean and refer to the legal description and depiction set forth in Exhibit A attached hereto.

3. Ratification. Except as expressly amended and modified by this Amendment, the Original Agreement remains in full force and effect and is hereby ratified and confirmed by Grantor and the City. In the event of any conflict between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall control.

4. Run with the Land. This Amendment shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, Grantor, the City, and their respective successors and assigns. This Amendment shall be recorded in the office of the Polk County, Iowa Recorder.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the Effective Date.

One Signature Page Follows

GRANTOR:

1606 NW IRVINEDALE DR, LLC
an Iowa limited liability company

By: _____
Name: Carson Adams
Title: EVP Corp Dev & Fin

STATE OF IOWA)
) ss.
COUNTY OF Polk)

This record was acknowledged before me on this 18th day of May, 2026, by Carson Adams, as EVP Corp. Dev. of Fin of 1606 NW Irvinedale Dr, LLC, an Iowa limited liability company.

Bobbi Newell
Notary Public in and for the State of Iowa
My commission expires: 3-30-29

BOBBI J. NEWELL
Commission Number 751162
My Commission Expires
March 30, 2029

CONSENT AND JOINDER OF CITY OF ANKENY, IOWA

The undersigned, the CITY OF ANKENY, IOWA, an Iowa municipal corporation (the "City"), being the "City" and "Grantee" under that certain Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement dated January 21, 2020, and recorded January 22, 2020, in Book 17672, Page 737, in the office of the Polk County, Iowa Recorder (the "Original Agreement"), hereby (i) consents to the foregoing First Amendment to the Original Agreement (the "Amendment"), (ii) joins in the Amendment, (iii) approves the replacement of Exhibit A to the Original Agreement with the legal description and depiction attached to the Amendment as Exhibit A, and (iv) acknowledges and agrees that, from and after the effective date of the Amendment, all references in the Original Agreement to "Exhibit A," the "Easement Area," and the legal description of the Easement Area shall mean and refer to such replacement Exhibit A.

Except as expressly modified by the Amendment, the Original Agreement remains in full force and effect.

CITY OF ANKENY, IOWA
an Iowa municipal corporation

By: _____
Name: _____
Title: Mayor

Attest:

By: _____
Name: _____
Title: City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, 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, a municipal corporation, executing the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed, and the voluntary act and deed of the City of Ankeny, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa
My commission expires: _____

EXHIBIT A

EASEMENT AREA

A PART OF LOT 1, HIDDEN CREEK PLAT 4 AND LOT 2, HIDDEN CREEK PLAT 2, BEING OFFICIAL PLATS IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00°13'36" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE NORTH 89°46'24" WEST, 8.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°46'24" WEST, 165.01 FEET; THENCE NORTH 44°47'59" WEST, 31.77 FEET; THENCE NORTH 00°13'36" EAST, 37.00 FEET; THENCE NORTH 45°13'36" EAST, 20.00 FEET; THENCE SOUTH 89°46'24" EAST, 20.00 FEET; THENCE SOUTH 44°46'24" EAST, 12.16 FEET; THENCE SOUTH 89°46'24" EAST, 133.74 FEET; THENCE NORTH 00°13'36" EAST, 100.00 FEET; THENCE SOUTH 89°46'24" EAST, 3.00 FEET; THENCE NORTH 00°13'36" EAST, 74.00 FEET; THENCE SOUTH 89°46'24" EAST, 12.00 FEET; THENCE SOUTH 00°13'36" WEST, 95.00 FEET; THENCE NORTH 89°46'24" WEST, 4.00 FEET; THENCE SOUTH 00°13'36" WEST, 144.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.33 ACRES (14,236 S.F.).

and as more particularly shown on the Stormwater Management Facility Easement plat attached hereto and incorporated herein by this reference.

[Snyder and Associates, Inc. Stormwater Management Facility Easement plat dated April 6, 2026, to be attached.]

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:
LOT 1, HIDDEN CREEK PLAT 4
LOT 2, HIDDEN CREEK PLAT 2
SEC. 16-80-24

REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

STORMWATER MANAGEMENT FACILITY EASEMENT DESCRIPTION

A PART OF LOT 1, HIDDEN CREEK PLAT 4 AND LOT 2, HIDDEN CREEK PLAT 2, BEING OFFICIAL PLATS IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00°13'36" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 18.00 FEET; THENCE NORTH 89°46'24" WEST, 8.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING 89°46'24" WEST, 165.01 FEET; THENCE NORTH 44°47'59" WEST, 31.77 FEET; THENCE NORTH 00°13'36" EAST, 37.00 FEET; THENCE NORTH 45°13'36" EAST, 20.00 FEET; THENCE SOUTH 89°46'24" EAST, 20.00 FEET; THENCE SOUTH 44°46'24" EAST, 12.16 FEET; THENCE SOUTH 89°46'24" EAST, 133.74 FEET; THENCE NORTH 00°13'36" EAST, 100.00 FEET; THENCE SOUTH 89°46'24" EAST, 3.00 FEET; THENCE NORTH 00°13'36" EAST, 74.00 FEET; THENCE SOUTH 89°46'24" EAST, 12.00 FEET; THENCE SOUTH 00°13'36" WEST, 95.00 FEET; THENCE NORTH 89°46'24" WEST, 4.00 FEET; THENCE SOUTH 00°13'36" WEST, 144.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.33 ACRES (14,236 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

RECEIVED
MAY 22 2026
CITY OF ANKENY

DATE OF SURVEY

APRIL 6, 2026

OWNER

1606 NW IRVINEDALE DR, LLC

BASIS OF BEARING

THE EAST LINE OF SAID LOT 2 BEARS NORTH 00°13'36" EAST FOR THE PURPOSE OF THIS SURVEY.

NOTE

THE EASEMENT SHOWN HEREON IS A MODIFICATION OF THE EASEMENT RECORDED IN BOOK 17672, PAGE 737, POLK COUNTY RECORDER'S OFFICE. UPON RECORDING OF THIS PLAT, THE EASEMENT DEPICTED HEREIN REPLACES AND SUPERSEDES THE PREVIOUSLY RECORDED EASEMENT IN ITS ENTIRETY.

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	——— - - - ———	
Easement Line	▬ ▬ ▬	

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.

04/06/2026
Erin D. Griffin, PLS — 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.

PT. LOT 1 HIDDEN CREEK PLAT 4 & PT LOT 2 HIDDEN CREEK PLAT 2

EASEMENT PLAT

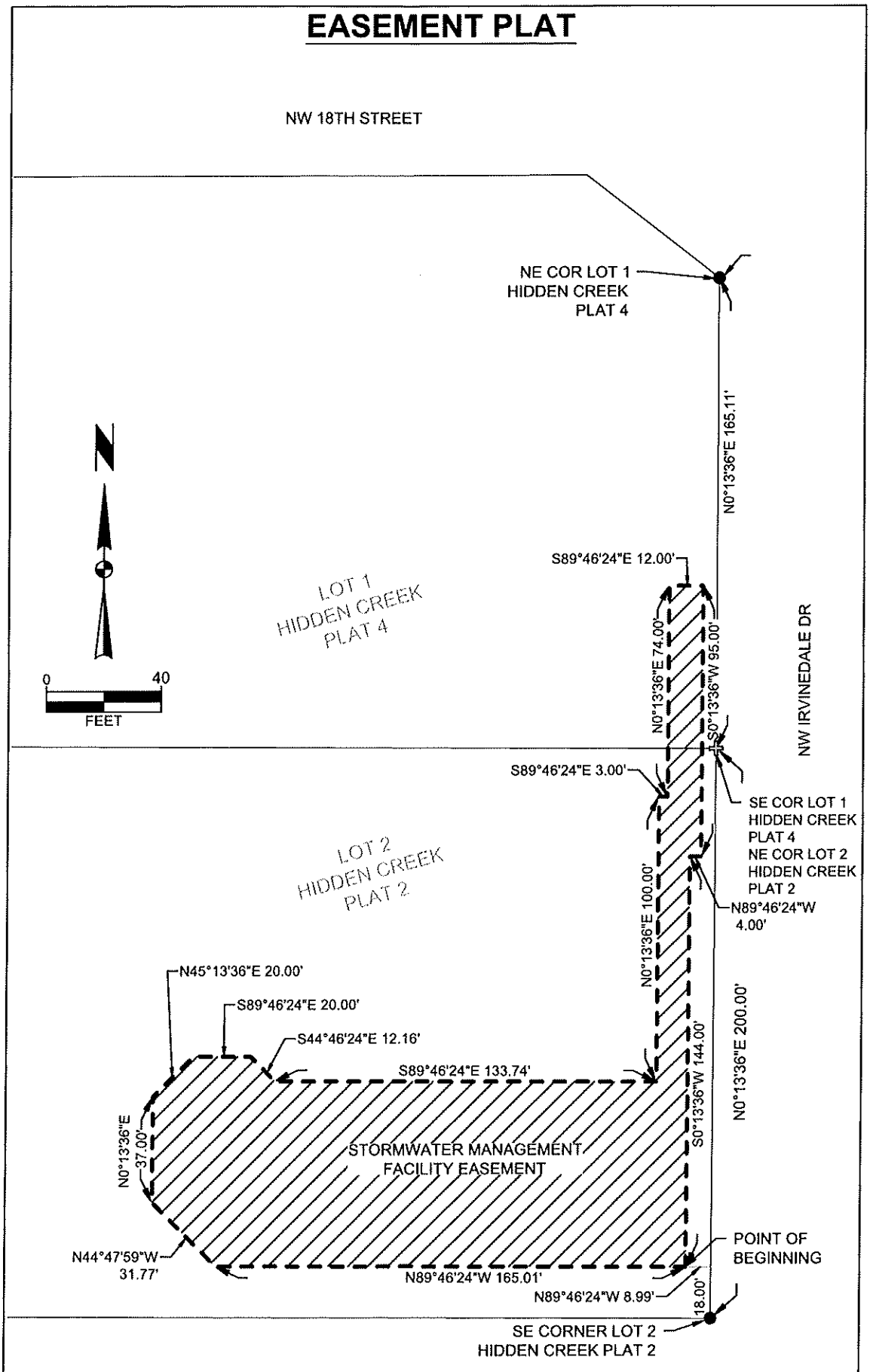
SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 2
PN: 126.0306.01
T-R-S:80N-24W-16
DATE: 04/06/2026
PM/TECH: EDG/DCG

V:\Projects\2026\126.0306.010\CADD\EASE_1260306_SWFE.dwg

EASEMENT PLAT



PT. LOT 1 HIDDEN CREEK PLAT 4 & PT LOT 2 HIDDEN CREEK PLAT 2	SHEET 2 OF 2
EASEMENT PLAT	PN: 126.0306.01
	T-R-S:80N-24W-16
SNYDER & ASSOCIATES	DATE: 04/06/2026
2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020	PM/TECH: EDG/DCG

V:\Projects\2026\126.0306.010\CADD\EASE_1260306_SWFE.dwg

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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 storm sewer, subgrade, and paving for Veridian Credit Union - SE Magazine Road Improvements.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL

ACTION REQUESTED
Resolution

LEGAL
No review required

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. Contract & Bonds - Subgrade
3. Contract & Bonds - Paving
4. Contract & Bonds - Storm Sewer

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STORM SEWER, SUBGRADE, AND PAVING FOR VERIDIAN CREDIT UNION – SE MAGAZINE ROAD IMPROVEMENTS

WHEREAS, the plans and specifications for the construction of Storm Sewer, Subgrade, and Paving improvements and related work for Veridian Credit Union – SE Magazine Road Improvements have been submitted to 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

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

1. That the plans and specifications for construction of traffic signals are hereby approved; and

2. That the three-party contracts 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 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 1st day of June, 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 4th day of February 2026, by and between Huber Grading, Inc. hereinafter called the "contractor", and Veridian Credit Union hereinafter called the "subdivider".

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

_____ Traffic Signal	_____ Sanitary Sewers	___ Water Lines
_____ Storm Sewers	_____ Paving	x___ Subgrade Prep.

As shown in construction plans titled Veridian Credit Union - SE Magazine Road Public Improvements, and bearing an "Approved for Construction Date" of 12/26/2024.

The estimated quantity of work to be done is:

x_____ as shown on the approved plans
_____ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above-named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than Fall, 2026, and shall fully complete the work not later than Spring, 2027.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 3,475.00 of which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Huber Grading, Inc.
Contractor

by _____

email: dave@hubergrading.com
(Required for return of signed document)

Veridian Credit Union
Subdivider

by _____

email: STEVEJK@VERIDIANCU.ORG
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

101770969

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Huber Grading, Inc. 1410 NW Main St. Elkhart, IA 50073 as principal

and Merchants Bonding Company (Mutual) P.O. Box 14498, Des Moines, IA 50306-3498 as surety are held and firmly bound unto the City of Ankeny

and Veridian Credit Union as owner(s) in the penal sum of three thousand four hundred seventy-five

Dollars ($3,475.00), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 4th day of February, 2026.

WHEREAS, the principal has entered into a certain written contract, dated the 4th day of February, 2026, with the owner(s) for:

Veridian Credit Union-SE Magazine Road Public Improvements- 12" Subgrade Preparation: 695 S.Y.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Veridian Credit Union, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Huber Grading, Inc.
principal
by David Huber
Dave Huber

Merchants Bonding Company (Mutual)
surety (SEAL)
by
Mark Densmore Attorney-in-Fact

City of Ankeny
by Donald Clark

Veridian Credit Union
owner
by

101770969

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Huber Grading, Inc. of 1410 NW Main St. Elkhart, IA 50073, as principal (the "Principal"), and Merchants Bonding Company (Mutual) of Iowa as surety (the "Surety"), are held and firmly bound unto the City of Ankeny, Iowa, as obligee (the "Obligee"), in the penal sum of three thousand four hundred seventy-five Dollars ($3,475.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated February 4, 2026 entered into a contract (the "Contract") with Veridian Credit Union to furnish the material and labor necessary for the construction of Veridian Credit Union-SE Magazine Road Public Improvements- 12" Subgrade Preparation: 695 S.Y.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of **Four (4)** year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.

2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.

3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of the 4th day of February, 2026.

Approved as to form:
City of Ankeny, Iowa

by _____
City Engineer

Huber Grading, Inc.
principal

by _____
Dave Huber
email: dave@hubergrading.com
(Required for return of signed document)

Merchants Bonding Company (Mutual)
surety (SEAL)

by _____
Mark Densmore Attorney-in-Fact

CON 0782 IA (1/23)

CORPORATE ACKNOWLEDGEMENT

STATE OF Iowa

COUNTY OF Polk

On this 4th day of February, 2026, before me personally appeared Dave Huber to me known, who being duly sworn, did say that he/she is the President of Huber Grading, Inc., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by like order.

Notary Public Chance Chesnut

NOTARIAL SEAL IOWA
CHANCE ALAN CHESNUT
Commission Number 757507
My Commission Expires
March 20, 2027

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Iowa

COUNTY OF Polk

On this 4th day of February, 2026, before me personally appeared Mark Densmore to me known, who being duly sworn, did say that he/she is the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public Chance Chesnut

NOTARIAL SEAL IOWA
CHANCE ALAN CHESNUT
Commission Number 757507
My Commission Expires
March 20, 2027

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Densmore

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of February , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of February 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of February , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/4/2026

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

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

PRODUCER	CONTACT NAME: Erica Clifford	
Densmore Insurance Strategies, Inc. 85 Paine Street SE, Ste. G Boundurant IA 50035	PHONE (A/C, No, Ext): (515) 967-3390	FAX (A/C, No): (515) 468-2252
	E-MAIL ADDRESS: erica@densmoreis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AMCO INS CO	19100
INSURED Huber Grading And Land Development Inc 1410 NW Main St Elkhart IA 50073-8106	INSURER B : ALLIED PROP & CAS INS CO	42579
	INSURER C : NATIONWIDE MUT INS CO	23787
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [X] OTHER: LIMITED POLLUTION	Y		ACPCG013007031026	03/01/2025	03/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACPBA013007031026	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ACPCU013007031026	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ACPWC013007031026	03/01/2025	03/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	INLAND MARINE			ACPCI013007031026	03/01/2025	03/01/2026	Equip Leased/Rented	1,500,000

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

Project: Veridian S Ankeny Blvd Turn Lane
The City of Ankeny is an additional insured on the General Liability
(Electronic versions of this certificate are available with provision of your email address. Please contact us at the agency to notify us of any updates to your contact information.)

CERTIFICATE HOLDER

City of Ankeny
410 W 1st St
Ankeny, IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Densmore

© 1988-2015 ACORD CORPORATION. All rights reserved.

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 10th day of April, by and between Portland Construction Company hereinafter called the "contractor", and Veridian Credit Union hereinafter called the "subdivider".

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

_____ Traffic Signal	_____ Sanitary Sewers	___ Water Lines
_____ Storm Sewers	x_____ Paving	___ Subgrade Prep.

As shown in construction plans titled Veridian Credit Union - SE Magazine Road Public Improvements, and bearing an "Approved for Construction Date" of 12/26/2024.

The estimated quantity of work to be done is:

x_____ as shown on the approved plans
_____ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above-named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than September 1, 2026, and shall fully complete the work not later than December 31st, 2026.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $57,326.00 of which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

Portland Construction Company
Contractor

by _____

email: Quentin@portlandconstructioncompany.com
(Required for return of signed document)

Veridian Credit Union
Subdivider

by _____

email: Sturgk@veridiancu.org
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

Bond No. 101788225

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Portland Construction Company as principal and **Merchants National Bonding, Inc.** as surety are held and firmly bound unto the City of Ankeny and Veridian Credit Union as owner(s) in the penal sum of fifty seven thousand three hundred and twenty six dollars and zero cents ($57,326.00), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **21st** day of **April**, 20**26**.

WHEREAS, the principal has entered into a certain written contract, dated the 10th day of April 2026, with the owner(s) for:

Veridian Credit Union – SE Magazine Road Public Improvements Project

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Veridian Credit Union, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Portland Construction Company
principal

by _____

Merchants National Bonding, Inc.
surety (SEAL)

by _____
Zach Fuller, Attorney-in-Fact

City of Ankeny

by _____

Veridian Credit Union
owner

by _____

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

*Not*ary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **21st** day of **April** , **2026** .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

Bond No. 101788225

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Portland Construction Company of Ankeny, IA as principal and Merchants National Bonding, Inc. of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of (4) four years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of fifty-seven thousand three hundred and twenty-six dollars and zero cents ($57,326.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the Veridian Credit Union a certain contract dated the 10th day of April, 2026, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of: SE Magazine Road Improvement 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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."

2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:

   (A) To any extension of time to the contractor in which to perform the contract.

   (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price and shall then be released only as to such excess increase.

   (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 21st day of April, 20 26.

Portland Construction Company
principal

by _____

Merchants National Bonding, Inc.
surety (SEAL)

by _____
Zach Fuller, Attorney-in-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -c- 2003

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

*Not*ary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **21st** day of **April** , **2026** .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/6/2026

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

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

PRODUCER	CONTACT NAME:	
Kingsgate Insurance Center, Inc. 924 Central Ave Fort Dodge, IA 50501	PHONE (A/C, No, Ext): (515) 576-4321	FAX (A/C, No): (515) 576-8567
	E-MAIL ADDRESS: email@kingsgateins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Portland Construction Company, LLC 1615 SE Cortina Drive Suite 106 Ankeny, IA 50021	INSURER A : Atlantic States Insurance Company	22586
	INSURER B : Donegal Mutual Insurance Company	13692
	INSURER C : LeMars Insurance Company	14389
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		CPA9233823	8/31/2025	8/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			1000216799	8/31/2025	8/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CWA9233823	8/31/2025	8/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000002690	8/31/2025	8/31/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CPA9233823	8/31/2025	8/31/2026	Leased/Rented Equip	200,000

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

Project: Veridian Credit Union- SE Magazine Rd Improvements.

The City of Ankeny is an additional insured on the general liability when required by a written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Leah Estlund

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 4th day of February 2026, by and between The Underground Company, Ltd., hereinafter called the "contractor", and Veridian Credit Union hereinafter called the "subdivider".

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

_____ Traffic Signal	_____ Sanitary Sewers	___ Water Lines
X_____ Storm Sewers	_____ Paving	___ Subgrade Prep.

As shown in construction plans titled Veridian Credit Union - SE Magazine Road Public Improvements, and bearing an "Approved for Construction Date" of 12/26/2024.

The estimated quantity of work to be done is:

_____ as shown on the approved plans
X_____ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above-named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than September 1, 2026, and shall fully complete the work not later than December 31st, 2026.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 47,360.00 of which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

The Underground Company, Ltd.
Contractor

by _____
Chris Burkhardt

email: chrisb@underltd.com
(Required for return of signed document)

Veridian Credit Union
Subdivider

by _____

email: STEVE.JK@VERIDIANCU.ORG
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

PROJECT: Veridian Credit Union - Turn Lane
LOCATION: 1201 South Ankeny Blvd., Ankeny, IA

THE Underground CO.

ITEM	DESCRIPTION	QUANTITY	UNIT
	Storm Sewer		
SS1	Remove Existing Structure	2.00	EA
SS2	Remove Existing RCP	162.00	LF
SS3	Connect to Existing Stub with PCC Collar	2.00	EA
SS4	Subdrain Connection	1.00	EA
SS5	6" PVC Subdrain	100.00	LF
SS6	15" RCP Storm Sewer with Televising	16.00	LF
SS7	18" RCP Storm Sewer with Televising	54.00	LF
SS8	SW-501 Intake	2.00	EA
SS9	SW-401 Manhole (48")	1.00	EA
SS10	Subdrain Clean Out	1.00	EA
SS11	Pot Hole Existing Utilities	1.00	LS

EXHIBIT 4B

PERFORMANCE BOND

BOND NO. 101587491

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held firmly bound unto The City of Ankeny and Veridian Credit Union as owner (s) in the penal sum of Forty Seven Thousand Three Hundred Sixty and 00/100 DOLLARS ($47,360.00)

to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 11th day of February , 2026.

WHEREAS, the principal has entered into a certain written contract, dated the 4th day of February 2026, With the owner(s) for:

Veridian Credit Union - SE Magazine Road Public Improvements

Storm Sewers

(See Attached Schedule)

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the city of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Veridian Credit Union in any action which might be brought against the principal or surety by the city of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the city of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety be registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

The Underground Company, Ltd.
principal

by _____

Merchants Bonding Company (Mutual)
surety (seal)

by _____
Jessica J. Perkins, Attorney-in-Fact

_____
City of Ankeny

by _____

Subdivider Veridian Credit Union

by _____

EXHIBIT 3

CONTRACTOR'S MAINTENANCE BOND

BOND NO. 101587491

KNOW ALL MEN BY THESE PRESENTS:

That The Underground Company, Ltd of Carlisle, Iowa as Principal, and Merchants Bonding Company (Mutual) of West Des Moines, Iowa as Surety are held and firmly bound unto The City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal Forty Seven Thousand Three Hundred Sixty and 00/100 DOLLARS ($47,360.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 4th day of February, 2026 wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Veridian Credit Union - SE Magazine Road Public Improvements
Storm Sewers
(See Attached Schedule)

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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."

2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
   (A) To any extension of time to the contractor in which to perform the contract.

(B) To any change in the plans, specifications or contract, when such change does not involve an increase of more that twenty percent of the total contract price, and shall then be released only as to such excess increase.

(C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the city of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands , signed and sealed this 11th day of February, 2026

The Underground Company, Ltd.
principal

by _____

Merchants Bonding Company (Mutual)
surety (seal)

by _____
Jessica J. Perkins, Attorney-In-Fact

Approved as to form
City of Ankeny, Iowa

_____
City Engineer

PROJECT: Veridian Credit Union - Turn Lane
LOCATION: 1201 South Ankeny Blvd., Ankeny, IA

ITEM	DESCRIPTION	QUANTITY	UNIT
	Storm Sewer		
SS1	Remove Existing Structure	2.00	EA
SS2	Remove Existing RCP	162.00	LF
SS3	Connect to Existing Stub with PCC Collar	2.00	EA
SS4	Subdrain Connection	1.00	EA
SS5	6" PVC Subdrain	100.00	LF
SS6	15" RCP Storm Sewer with Televising	16.00	LF
SS7	18" RCP Storm Sewer with Televising	54.00	LF
SS8	SW-501 Intake	2.00	EA
SS9	SW-401 Manhole (48")	1.00	EA
SS10	Subdrain Clean Out	1.00	EA
SS11	Pot Hole Existing Utilities	1.00	LS

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Dean M Clark; Jessica J Perkins; Lauren Bruns

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of February , 2026 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2026

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

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

PRODUCER
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Dana Firkins
PHONE (A/C, No, Ext): 515-237-0167 **FAX (A/C, No):** 515-237-0167
E-MAIL ADDRESS: dana.firkins@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Waypoint Mutual (fka Midwest Builders)	13126
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED UNDECOM-01
The Underground Company Ltd
12245 Dakota Drive
Carlisle IA 50047

COVERAGES **CERTIFICATE NUMBER:** 386432972 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		EPP0745275	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Ot Car			EPP0745275	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			EPP0745275	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC100-0005889-2025A	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Veridian Credit Union – SE Magazine Road Public Improvements

Certificate holder is an Additional Insured - Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Governmental Agency or Subdivision or Political Subdivision - permits; Mortgagee, Assignee or Receiver; on a primary and non-contributory basis when required in a written contract, agreement, permit or authorization with respects to the General Liability policy per form GA233 (09/20)

CERTIFICATE HOLDER
City of Ankeny
410 West 1st Street
Ankeny IA 50021

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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 storm sewer, subgrade, and paving for Spectrum 36 - NE 38th St Turn Lane Widening.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

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. Contract & Bonds

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STORM SEWER, SUBGRADE, AND PAVING FOR SPECTRUM 36 - NE 38TH ST TURN LANE WIDENING

WHEREAS, the plans and specifications for the construction of Storm Sewer, Subgrade, and Paving improvements and related work for the Spectrum 36 - NE 38th St Turn Lane Widening have been submitted to 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

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

1. That the plans and specifications for construction of traffic signals are hereby approved; and

2. That the three-party contracts 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 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 1st day of June, 2026.

CITY OF ANKENY, IOWA

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 14th day of April, 2026, by and between JAS Construction, LLC hereinafter called the "contractor", and Threshold Development LLC hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

_____ Traffic Signal	_____ Sanitary Sewers	_____ Water Lines
__X__ Storm Sewers	__X__ Paving	__X__ Subgrade Prep.

As shown in construction plans titled (Project Name) Spectrum 36 – NE 38th Street Turn Lane Widening _____, and bearing an "Approved For Construction Date" of 03 / 31 / 2026.

The estimated quantity of work to be done is:

__X__ as shown on the approved plans

_____ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than June 1, 2026, and shall fully complete the work not later than September 1, 2026 _____.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of $ 93,174.91 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

JAS Construction LLC
Contractor

by _____

email: Chad@JASconcrete.com
(Required for return of signed document)

Threshold Development LLC
Subdivider

by _____

email: bmartin@thresholdcapital.com
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That JAS Construction LLC as principal

and Merchants National Bonding, Inc. as surety are held and firmly bound unto the City of Ankeny

and Threshold Development, LLC as owner(s) in the penal sum of

Ninety-three Thousand, One Hundred and Seventy-four Dollars and Ninety-one Cents ($93,174.91), to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 14th day of April, 2026.

WHEREAS, the principal has entered into a certain written contract, dated the 14th day of April, 2026, with the owner(s) for:

Spectrum 36 – NE 38th Street Turn Lane Widening

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against the Owners, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.

2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

JAS Construction, LLC
principal
by

Merchants National Bonding, Inc
surety (SEAL)
by
Attorney-In-Fact

City of Ankeny
by

~~owner~~
by Brian Martin

Threshold Development, LLC
owner

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Hyink; Brandan Schoenfeld; Carol Durbin; David Jakeman; Donovan Day; Edward M Smith; Kyla Lentsch; Leah Estlund; Robyn Johnson; Ryan E Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That JAS Construction of Bondurant as principal and Merchant National Bonding, Inc. of West Des Moines as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of 4 years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Ninety-Three Thousand, One-Hundred and Seventy-Four Dollars and Ninety-One Cents ~~DOLLARS~~ ($93,174.91), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 14th day of April, 2026, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Spectrum 36 – NE 38th Street Turn Lane Widening

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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."

2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:

   (A) To any extension of time to the contractor in which to perform the contract.

   (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.

   (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 14th day of April, 2026.

JAS Construction, LLC
principal

by _____

Merchants National Bonding, Inc,
surety (SEAL)

by _____
Attorney-In-Fact

Approved as to form:

City of Ankeny, Iowa

by _____
City Engineer

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Hyink; Brandan Schoenfeld; Carol Durbin; David Jakeman; Donovan Day; Edward M Smith; Kyla Lentsch; Leah Estlund; Robyn Johnson; Ryan E Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

JASCONS-01 ESTLE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

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

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

PRODUCER Kingsgate Insurance Center, Inc. 924 Central Ave Fort Dodge, IA 50501	CONTACT NAME: PHONE (A/C, No, Ext): (515) 576-4321 FAX (A/C, No): (515) 576-8567 E-MAIL ADDRESS: email@kingsgateins.com
INSURED JAS Construction, LLC K & J Excavating, LLC 208 3rd Street SW P.O. Box 471 Altoona, IA 50009	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Atlantic States Insurance Company — 22586 INSURER B : Donegal Mutual Insurance Company — 13692 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		CPA9298374	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1000122824	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CWA9298374	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000016419	2/1/2026	2/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Equipment Floater			CPA9298374	2/1/2026	2/1/2027	Any Job Site	200,000
A	Rented & Leased Equi			CPA9298374	2/1/2026	2/1/2027	Per Item Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Spectrum 36 - NE 38th St. Turn Lane Widening Project
The City of Ankeny and Threshold Development, LLC is an additional Insured on the general liability for ongoing and completed operations.

CERTIFICATE HOLDER

City of Ankeny
410 W First St
Ankeny, IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

NW Northlawn Area Utility Improvements - Phase 4: Consider motion to approve: a) Final Change Order #1 decreasing the contract amount by $9,833.35; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Absolute Concrete Construction in the amount of $1,118,993.10; and d) Final Payment #9 in the amount of $12,124.94; Retainage Payment in the amount of $55,949.66.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required.

EXECUTIVE SUMMARY

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Concrete Construction for the NW Northlawn Area Utility Improvements - Phase 4 project.

The NW Northlawn Area Utility Improvements - Phase 4 project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #1 decreasing the contract amount by $9,833.35.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the NW Northlawn Area Utility Improvements - Phase 4 project and establishes the final contract amount to be $1,118,993.10.

4) Final Payment: Absolute Concrete Construction = $12,124.94.

Retainage Payment: Absolute Concrete Construction = $55,949.66.

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 decreasing the contract amount by $9,833.35.
2. Accept the Certificate of Completion from the project engineer for the NW Northlawn Area Utility Improvements - Phase 4 project.
3. Adopt the Resolution accepting the NW Northlawn Area Utility Improvements - Phase 4 project with Absolute Concrete Construction in the final contract amount of $1,118,993.10; and
4. Authorize final payment to Absolute Concrete Construction in the amount of $12,124.94 and release of retainage payment in the amount of $55,949.66 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

November 18, 2024: The council approved a motion to adopt a Resolution accepting the proposal from Absolute Concrete Construction in the amount of $1,128,826.45 for the construction of the NW Northlawn Area Utility Improvements - Phase 4 project.

FISCAL IMPACT

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Pay Application #9 (Release Retainage)
2. Change Order #1 FINAL
3. Certificate of Completion - NW Northlawn Phase 4
4. Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	NW Northlawn Area Utility Improvements - Phase 4		
Contractor:	Absolute Concrete Construction		
Address:	1800 Burr Oak Blvd, Granger, IA 50109		
Finance Budget Code:	610.3610.4450	**Finance Project #:**	610.445
650.3650.4452	963.3963.4451	650.4452	963.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	November 18, 2024	**Vendor Account #:**	4997

Date of Council Meeting: June 1, 2026 **Payment Application #:** 9 (FINAL)

Payment Period: From: November 30, 2025 Through: May 15, 2026

Contract Summary:

Original Contract Amount:	$ 1,128,826.45			
Net Change by Change Orders:	$ (9,833.35)			
Contract Amount to Date: (line 1 ± 2)		$ 1,118,993.10		
Total Completed and Stored to Date:	$ 1,118,993.10			
Retainage: 5 % of Completed Work:	$ 55,949.66			
Total Earned Less Retainage:		$ 1,063,043.44		
Less Previous Applications for Payment:		$ 1,050,918.50		
SUBTOTAL:			$	12,124.94
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**12,124.94**
Balance to Finish, Including Retainage:		$ 55,949.66		
Contract Time Remaining (Substantial):	16.5	Working Days		
Contract Time Remaining (Full):	9.0	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: Absolute Concrete Construction (Firm Name)

Eli Hartog (Signature) 05/21/26 (Date)

Engineer / Consultant Approval: (Firm Name)

(Signature) (Date)

City of Ankeny Staff Approval:

(Signature) 5/21/2026 (Date)

Submit to: Emily Breitbarth

E-mail: EBreitbarth@Ankenylowa.gov Phone Number: (515) 963-3542

Date Printed: 5/21/2026

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	UNIT	170	7.00	177.00	$ 44.00	$ 7,788.00		$ -	177.00	177.00	$ 7,788.00	0.00	100.00%
2.02	Topsoil, Off-site	CY	210		210.00	$ 45.00	$ 9,450.00		$ -	210.00	210.00	$ 9,450.00	0.00	100.00%
2.03	Excavation, Class 10	CY	953		953.00	$ 20.00	$ 19,060.00		$ -	953.00	953.00	$ 19,060.00	0.00	100.00%
2.04	Subgrade Preparation	SY	4300		4,300.00	$ 3.25	$ 13,975.00		$ -	4,300.00	4,300.00	$ 13,975.00	0.00	100.00%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	1000	(1,000.00)	0.00	$ 5.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4300		4,300.00	$ 12.00	$ 51,600.00		$ -	4,300.00	4,300.00	$ 51,600.00	0.00	100.00%
2.07	Compaction Testing	LS	1		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1		1.00	$ 8,500.00	$ 8,500.00		$ -	1.00	1.00	$ 8,500.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	857		857.00	$ 87.50	$ 74,987.50		$ -	857.00	857.00	$ 74,987.50	0.00	100.00%
4.02	Sanitary Sewer Service Stub, PVC, 4" Diameter	LF	600		600.00	$ 85.75	$ 51,450.00		$ -	600.00	600.00	$ 51,450.00	0.00	100.00%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	828		828.00	$ 11.00	$ 9,108.00		$ -	828.00	828.00	$ 9,108.00	0.00	100.00%
4.04	Sanitary Sewer Abandonment, Fill and Plug, 4" Diameter	LF	60		60.00	$ 8.00	$ 480.00		$ -	60.00	60.00	$ 480.00	0.00	100.00%
4.05	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	52		52.00	$ 63.00	$ 3,276.00		$ -	52.00	52.00	$ 3,276.00	0.00	100.00%
4.06	Storm Sewer, Trenched, Class III RCP, 18" Diameter (Cl R-2 Bed)	LF	557		557.00	$ 66.00	$ 36,762.00		$ -	557.00	557.00	$ 36,762.00	0.00	100.00%
4.07	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	1608		1,608.00	$ 33.50	$ 53,868.00		$ -	1,608.00	1,608.00	$ 53,868.00	0.00	100.00%
4.08	Footing Drain Cleanout, Type B, 24" Diameter	EA	4		4.00	$ 2,225.00	$ 8,900.00		$ -	4.00	4.00	$ 8,900.00	0.00	100.00%
4.09	Footing Drain Outlet and Connections, PVC, 8" Diameter	EA	7	2.00	9.00	$ 420.00	$ 3,780.00		$ -	9.00	9.00	$ 3,780.00	0.00	100.00%
4.10	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	286		286.00	$ 66.50	$ 19,019.00		$ -	286.00	286.00	$ 19,019.00	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, PVC, 6" Diameter	LF	10	(10.00)	0.00	$ 86.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
5.02	Water Main, Trenched, PVC, 8" Diameter	LF	1204	10.00	1,214.00	$ 46.00	$ 55,844.00		$ -	1,214.00	1,214.00	$ 55,844.00	0.00	100.00%
5.03	Fitting, 22.50 Degree Bend, 6" Diameter	EA	2	(2.00)	0.00	$ 600.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
5.04	Fitting, 8" X 8" Tee	EA	2		2.00	$ 1,085.00	$ 2,170.00		$ -	2.00	2.00	$ 2,170.00	0.00	100.00%
5.05	Fitting, 8" X 6" Reducer	EA	1		1.00	$ 565.00	$ 565.00		$ -	1.00	1.00	$ 565.00	0.00	100.00%
5.06	Water Service Stub, Polyethylene, 0.75" Diameter, Near Side	EA	12		12.00	$ 1,250.00	$ 15,000.00		$ -	12.00	12.00	$ 15,000.00	0.00	100.00%
5.07	Water Service Stub, Polyethylene, 0.75" Diameter, Far Side	EA	8		8.00	$ 1,885.00	$ 15,080.00		$ -	8.00	8.00	$ 15,080.00	0.00	100.00%
5.08	Water Main Removal, Less than or equal to 36" Diameter	LF	1222		1,222.00	$ 12.50	$ 15,275.00		$ -	1,222.00	1,222.00	$ 15,275.00	0.00	100.00%
5.09	Water Main, Temporary, PEX, 2" Diameter	LF	1709		1,709.00	$ 30.50	$ 52,124.50		$ -	1,709.00	1,709.00	$ 52,124.50	0.00	100.00%
5.10	Gate Valve, 8" Diameter	EA	4		4.00	$ 2,650.00	$ 10,600.00		$ -	4.00	4.00	$ 10,600.00	0.00	100.00%
5.11	Alternate Fire Hydrant Assembly	EA	2		2.00	$ 8,150.00	$ 16,300.00		$ -	2.00	2.00	$ 16,300.00	0.00	100.00%
5.12	Fire Hydrant Assembly Removal	EA	2		2.00	$ 600.00	$ 1,200.00		$ -	2.00	2.00	$ 1,200.00	0.00	100.00%
5.13	Valve Removal	EA	3		3.00	$ 175.00	$ 525.00		$ -	3.00	3.00	$ 525.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, Type SW-301, 48" Diameter	EA	4		4.00	$ 6,325.00	$ 25,300.00		$ -	4.00	4.00	$ 25,300.00	0.00	100.00%
6.02	Manhole, Type SW-401, 48" Diameter	EA	1		1.00	$ 4,625.00	$ 4,625.00		$ -	1.00	1.00	$ 4,625.00	0.00	100.00%
6.03	Intake Type SW-505, 6'-8" X 2'-0"	EA	2		2.00	$ 5,210.00	$ 10,420.00		$ -	2.00	2.00	$ 10,420.00	0.00	100.00%
6.04	Intake Type SW-506, 6'-8" X 6'-0"	EA	2		2.00	$ 8,250.00	$ 16,500.00		$ -	2.00	2.00	$ 16,500.00	0.00	100.00%
6.05	Remove Manhole, Sanitary	EA	4		4.00	$ 750.00	$ 3,000.00		$ -	4.00	4.00	$ 3,000.00	0.00	100.00%
6.06	Remove Cleanout, Sanitary	EA	3		3.00	$ 750.00	$ 2,250.00		$ -	3.00	3.00	$ 2,250.00	0.00	100.00%
6.07	Connection to Existing Pipe, SW-211, Type PC-2	EA	1		1.00	$ 1,300.00	$ 1,300.00		$ -	1.00	1.00	$ 1,300.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	3527	22.00	3,549.00	$ 60.85	$ 215,956.65		$ -	3,549.00	3,549.00	$ 215,956.65	0.00	100.00%
7.02	PCC Pavement Samples and Testing	LS	1		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
7.03	Removal of Sidewalk	SY	791	2.00	793.00	$ 6.05	$ 4,797.65	2.00	$ 12.10	791.00	793.00	$ 4,797.65	0.00	100.00%
7.04	Removal of Driveway	SY	809	27.00	836.00	$ 6.05	$ 5,057.80		$ -	836.00	836.00	$ 5,057.80	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 4" Thick	SY	784	2.00	786.00	$ 63.00	$ 49,518.00	2.00	$ 126.00	784.00	786.00	$ 49,518.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	90		90.00	$ 76.00	$ 6,840.00		$ -	90.00	90.00	$ 6,840.00	0.00	100.00%
7.07	Detectable Warnings	SF	64		64.00	$ 66.00	$ 4,224.00		$ -	64.00	64.00	$ 4,224.00	0.00	100.00%
7.08	Driveway, Paved, PCC, Type A Residential, Class C, 6" Thick	SY	791	30.00	821.00	$ 95.00	$ 77,995.00		$ -	821.00	821.00	$ 77,995.00	0.00	100.00%
7.09	Subbase Over-Excavation, 6" Depth	SY	500	(75.00)	425.00	$ 13.00	$ 5,525.00		$ -	425.00	425.00	$ 5,525.00	0.00	100.00%
7.10	Pavement Removal	SY	3376		3,376.00	$ 6.00	$ 20,256.00		$ -	3,376.00	3,376.00	$ 20,256.00	0.00	100.00%

Date printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1		1.00	$ 7,940.00	$ 7,940.00		$ -	1.00	1.00	$ 7,940.00	0.00	100.00%
8.02	Portable Dynamic Message Signs	CDAY	30	(10.00)	20.00	$ 100.00	$ 2,000.00		$ -	20.00	20.00	$ 2,000.00	0.00	100.00%
8.03	Remove and Reinstall Traffic Signs	EA	2		2.00	$ 250.00	$ 500.00		$ -	2.00	2.00	$ 500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 4	AC	2	(1.49)	0.51	$ 500.00	$ 255.00		$ -	0.51	0.51	$ 255.00	0.00	100.00%
9.02	Filter sock, 9"	LF	2322	(2,322.00)	0.00	$ 1.75	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
9.03	Filter Sock, Removal	LF	2322	(2,322.00)	0.00	$ 0.25	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
9.04	Erosion Control Mulching, Hydromulching, BFM	AC	2		2.00	$ 3,000.00	$ 6,000.00	0.58	$ 1,740.00	1.42	2.00	$ 6,000.00	0.00	100.00%
9.05	Inlet Protection Device, Rock	EA	4		4.00	$ 400.00	$ 1,600.00		$ -	4.00	4.00	$ 1,600.00	0.00	100.00%
9.06	Inlet Protection Device, Drop In	EA	16		16.00	$ 150.00	$ 2,400.00	8.00	$ 1,200.00	8.00	16.00	$ 2,400.00	0.00	100.00%
9.07	Inlet Protection Device, Maintenance	EA	32		32.00	$ 15.00	$ 480.00	32.00	$ 480.00	0.00	32.00	$ 480.00	0.00	100.00%
9.08	Removal and Reinstallation of Existing Fence, Chain Link, 48"	LF	50		50.00	$ 142.00	$ 7,100.00	25.00	$ 3,550.00	25.00	50.00	$ 7,100.00	0.00	100.00%
9.09	Temporary Fence, Orange Mesh Safety Fence	LF	2476		2,476.00	$ 3.50	$ 8,666.00		$ -	2,476.00	2,476.00	$ 8,666.00	0.00	100.00%
	MISCELLANEOUS														
11.01	Mobilization	LS	1		1.00	$ 40,000.00	$ 40,000.00		$ -	1.00	1.00	$ 40,000.00	0.00	100.00%
11.02	Maintenance of Solid Waste Collection	LS	1		1.00	$ 6,200.00	$ 6,200.00		$ -	1.00	1.00	$ 6,200.00	0.00	100.00%
11.03	Temporary Pedestrian Residential Access	EA	2	(2.00)	0.00	$ 500.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
11.04	Temporary Granular Sidewalk	SY	725	(725.00)	0.00	$ 8.50	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
11.05	Temporary Granular Access	SY	156		156.00	$ 10.50	$ 1,638.00		$ -	156.00	156.00	$ 1,638.00	0.00	100.00%
11.06	Concrete Washout	LS	1		1.00	$ 1,307.00	$ 1,307.00		$ -	1.00	1.00	$ 1,307.00	0.00	100.00%
11.07	Landscaping, Remove and Replace	LS	1		1.00	$ 10,000.00	$ 10,000.00		$ -	1.00	1.00	$ 10,000.00	0.00	100.00%
	CHANGE ORDER ITEMS														
12.01	Sidewalk Curb	LF	0.00	56.00	56.00	$ 25.00	$ 1,400.00	56.00	$ 1,400.00		56.00	$ 1,400.00	0.00	100.00%
12.02	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1 with BFM Hydromulching	AC	0.00	0.74	0.74	$ 5,750.00	$ 4,255.00	0.74	$ 4,255.00		0.74	$ 4,255.00	0.00	100.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $1,118,993.10** **PAY PERIOD = $ 12,763.10** **COMPLETED = $1,118,993.10** **100.00%**

Date printed: 5/21/2026

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 19, 2025	$ 110,262.60
2	June 16, 2025	$ 135,952.60
3	July 21, 2025	$ 107,915.82
4	August 18, 2025	$ 105,744.98
5	September 15, 2025	$ 149,232.65
6	October 20, 2025	$ 188,634.85
7	November 17, 2025	$ 147,485.88
8	December 15, 2025	$ 105,689.12
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Previous Applications for Payment:

No.	Date	Amount
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70		

PREVIOUS PAY APPS TOTAL = $ 1,050,918.50

Record of Change Orders:

No.	Date	Amount
1	June 1, 2026	$ (9,833.35)
2		
3		
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13		
14		
15		

CHANGE ORDER TOTAL = $ (9,833.35)

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	123.5
Working Days Remaining:	16.5

Full Completion:

Contract Working Days:	10.0
Added by Change Order:	
Total Working Days:	10.0
Working Days Used to Date:	1.0
Working Days Remaining:	9.0

Date Printed: 5/21/2026

CHANGE ORDER FORM

Project Title:	NW Northlawn Area Utility Improvements - Phase 4		
Contractor:	Absolute Concrete Construction		
Address:	1800 Burr Oak Blvd, Granger, IA 50109		
Finance Budget Code:	610.3610.4450	**Finance Project #:**	610.445
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	November 18, 2024	**Vendor Account #:**	4997

Date of Council Meeting: June 1, 2026 **Change Order #:** 1 (FINAL)

Purpose of Change Order:

Items #1-20: Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	UNIT	7.00	$ 44.00	$ 308.00
2	Subgrade Treatment, Geogrid, Triangular	SY	(1,000.00)	$ 5.00	$ (5,000.00)
3	Footing Drain Outlet and Connections, PVC, 8" Diameter	EA	2.00	$ 420.00	$ 840.00
4	Water Main, Trenched, PVC, 6" Diameter	LF	(10.00)	$ 86.00	$ (860.00)
5	Water Main, Trenched, PVC, 8" Diameter	LF	10.00	$ 46.00	$ 460.00
6	Fitting, 22.50 Degree Bend, 6" Diameter	EA	(2.00)	$ 600.00	$ (1,200.00)
7	Pavement, PCC, Class C-SUD, 7" Thick	SY	22.00	$ 60.85	$ 1,338.70
8	Removal of Sidewalk		2.00	$ 6.05	$ 12.10
9	Removal of Driveway	SY	27.00	$ 6.05	$ 163.35
10	Sidewalk, PCC, Class C, 4" Thick		2.00	$ 63.00	$ 126.00
11	Driveway, Paved, PCC, Type A Residential, Class C, 6" Thick	SY	30.00	$ 95.00	$ 2,850.00
12	Subbase Over-Excavation, 6" Depth	SY	(75.00)	$ 13.00	$ (975.00)
13	Portable Dynamic Message Signs	CDAY	(10.00)	$ 100.00	$ (1,000.00)
14	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 4	AC	(1.49)	$ 500.00	$ (745.00)
15	Filter sock, 9"	LF	(2,322.00)	$ 1.75	$ (4,063.50)
16	Filter Sock, Removal	LF	(2,322.00)	$ 0.25	$ (580.50)
17	Temporary Pedestrian Residential Access	EA	(2.00)	$ 500.00	$ (1,000.00)
18	Temporary Granular Sidewalk	SY	(725.00)	$ 8.50	$ (6,162.50)
19	Sidewalk Curb	LF	56.00	$ 25.00	$ 1,400.00
20	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1 with BFM Hydromulching	AC	0.74	$ 5,750.00	$ 4,255.00
Change Order #:	**1 (FINAL)**	**makes the following adjustments to the Contract:**			**$ (9,833.35)**

Contractor Accepted: Absolute Concrete Construction

Signature / Firm Name — Date: 05/21/26

Engineer Approved: City of Ankeny

Signature / Firm Name — Date: 5/21/2026

Owner Accepted: City of Ankeny

Signature — Title: Mayor

Date: June 1, 2026

Attest for Owner:

Signature — Title: City Clerk

Date: June 1, 2026

Record of Change Orders:

Original Contract Amount		**$ 1,128,826.45**
#	Change Order Date	Amount
1	June 1, 2026	$ (9,833.35)
2		
3		
4		
5		
6		
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15		

Revised Contract Amount **$ 1,118,993.10**

Date Printed: 5/21/2026

CERTIFICATE OF COMPLETION

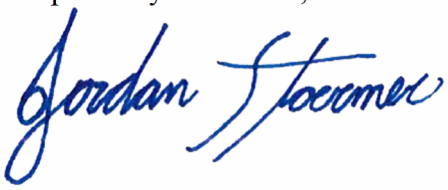
NW Northlawn Area Utility Improvements – Phase 4

Ankeny, Iowa

June 1, 2026

Snyder & Associates, Inc. scope of services for this project included field survey, public improvement design, material submittal review, construction staking, and as-built survey. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the ***NW Northlawn Area Utility Improvements – Phase 4*** project have been completed in substantial conformance with the plans and specifications for the project. Snyder & Associates, Inc. has no knowledge of items related to construction observation or certain construction administration items such as field and laboratory testing. The final contract amount is ***$1,118,993.10***. I hereby recommend acceptance of the project.

Respectfully submitted,



Jordan Stoermer
Project Engineer
Snyder & Associates, Inc.
Iowa License Number P24485

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 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 ACCEPTING THE NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4

WHEREAS, on the **18th** day of **November**, 2024, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Absolute Concrete Construction** of **Granger, Iowa**, for the construction of certain public improvements generally described as the NW Northlawn Area Utility Improvements - Phase 4; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **June 1**, 2026:

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

That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**1,118,993.10**, as shown in the report of the Engineer.

PASSED AND APPROVED this **1st** day of **June**, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** authorizing acquisition of property for the Westlawn Place Area Utility Improvements - Phase 2B project.

ORIGINATING DEPARTMENT
Public Works

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
No review required

EXECUTIVE SUMMARY

The action before the City Council is the adoption of a Resolution approving and authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements — Phase 2B project. The Phase 2B project is the second of approximately 16 projects over the course of approximately nine years within the Westlawn Place neighborhood.

The City is undertaking the design of the Phase 2B project at this time. The primary purpose of this project is to upsize and/or add to the existing storm sewer system to address the stormwater issues that have occurred in this neighborhood. The secondary purpose of this project is to replace the deteriorated and undersized sanitary sewers, water mains, and street pavements throughout the neighborhood.

Street right-of-way and permanent easements will need to be acquired for the construction of the public improvements for Phase 2B. These improvements are anticipated to be constructed in 2027. In order to preserve the construction schedule, the property acquisition process needs to begin at this time.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving and authorizing the acquisition of property and property interests for the Westlawn Place Area Utility Improvements - Phase 2B project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The acquisition of property for the Westlawn Place Area Utility Improvements - Phase 2B project was included as a part of the current 2026-2030 CIP.

PUBLIC OUTREACH EFFORTS

Letters providing information about the project have previously been provided to property owners. A Project Information Meeting will be held in late summer / early fall this year.

ACTION REQUESTED

ATTACHMENTS

1. Resolution - Authorizing the Acquisition of Property - Phase 2B
2. Westlawn Area Utility Improvements_Phasing Exhibit_2025-04-14

RESOLUTION 2026-XXX

A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION OF PROPERTY AND PROPERTY INTERESTS FOR THE WESTLAWN PLACE AREA UTILITY IMPROVEMENTS – PHASE 2B PROJECT

WHEREAS, the City of Ankeny desires to reconstruct the existing Westlawn Place neighborhood infrastructure (street pavement, sidewalk, storm sewer, sanitary sewer, and water main) for public improvement purposes via the completion of approximately 16 projects over the course of approximately 8 years; and

WHEREAS, the Phase 2B project for the Westlawn Place neighborhood is scheduled for construction in 2027; and

WHEREAS, street right-of-way and permanent easement will need to be acquired for the construction of the public improvement for Phase 2B; and

WHEREAS, the City staff or its designee has established fair market values by compensation estimates for said acquisitions; and

WHEREAS, in accordance with Iowa law, a government body shall make a good faith effort to negotiate with the property owner to purchase the private property or property interest before filing an application for condemnation or otherwise proceeding with the condemnation process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the public improvement known as the Westlawn Place Area Utility Improvements – Phase 2B project is in the best interest of the City; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift, or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

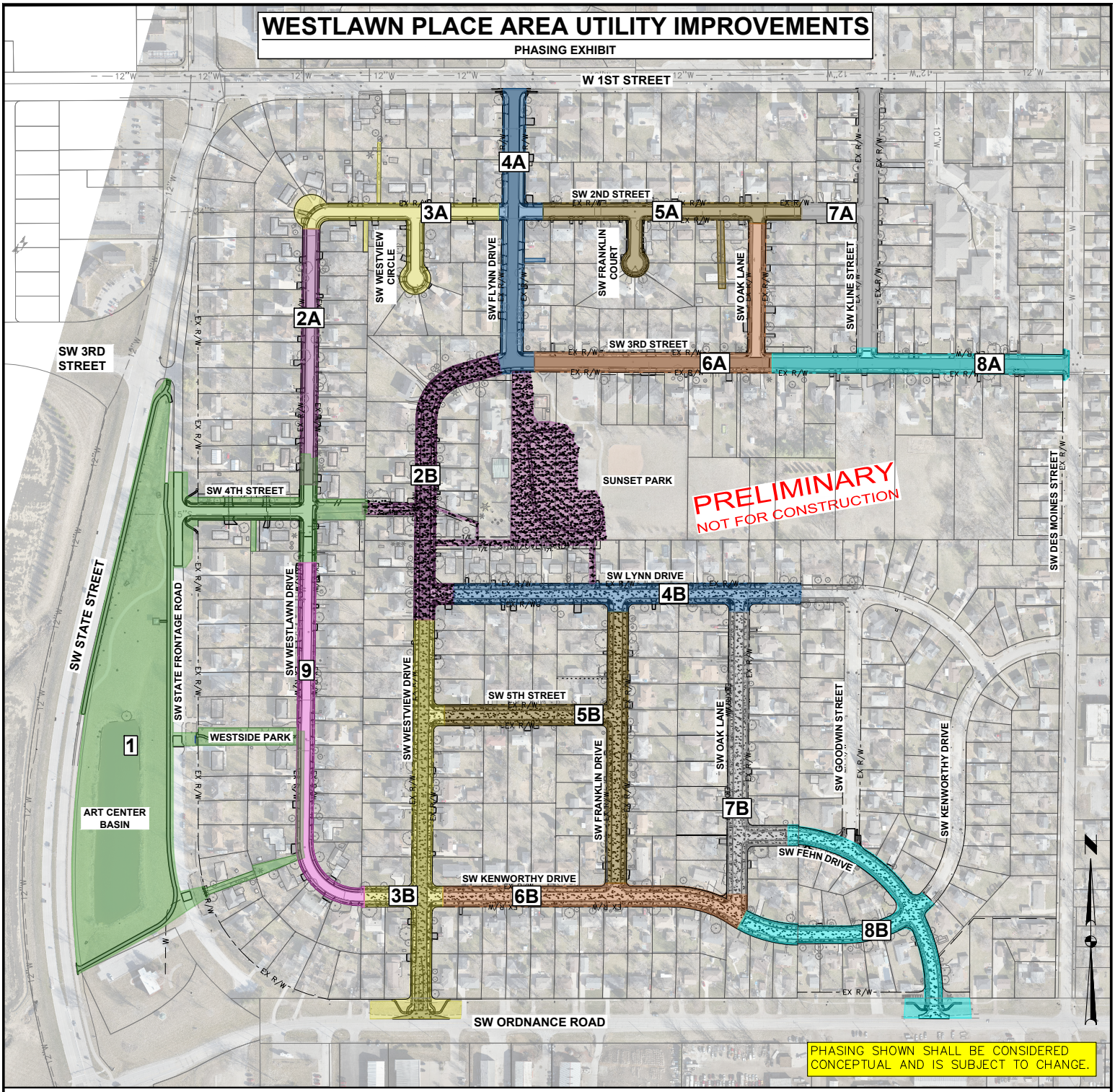
ATTEST:

_____

Michelle Yuska, City Clerk

WESTLAWN PLACE AREA UTILITY IMPROVEMENTS

PHASING EXHIBIT



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

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** approving contract and bonds for the 2026 CIPP Lining Project, with SAK Construction, LLC in the amount of $589,527.00.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The 2026 CIPP Lining Project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless method, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, May 12, 2026. Six (6) bids were received as follows:

Insituform Technologies	$683,646.97
SAK Construction, LLC	$589,527.00
MOCON Pacific, Inc.	$731,886.50

Hydro-Klean	$599,367.80
Municipal Pipe Tool	$600,797.70
Visu-Sewer	$694,745.00

The bids ranged from 16.27% over to 6.34% below the Engineer's estimate of $629,447.00. SAK Construction, LLC has completed similar projects within the Des Moines metro, and they have the technical experience and the capacity to complete this project. The Municipal Utilities Department recommends awarding the 2026 CIPP Lining Project to SAK Construction of O'Fallon, Missouri.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 19, 2026, and no later than June 30, 2026.

The Contractor shall fully complete the overall project no later than January 31, 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 Five Hundred Dollars ($500.00) per calendar day will be assessed for work not fully completed within the designated Contract term(s).

CITY MANAGER/STAFF RECOMMENDATIONS:

It is recommended that the Council approve the contract and bonds with SAK Construction, LLC in the amount of $589,527.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

April 20, 2026: The City Council approved a Resolution ordering construction and setting the bid opening date as May 12, 2026, and setting the public hearing date as May 18, 2026.
May 18, 2026: The City Council awarded the contract to SAK Construction, LLC.

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. Contract & Bonds
3. COI
4. 2026 CIPP PROJECT Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2026 CIPP LINING PROJECT", 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 2026 CIPP LINING PROJECT

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 2026 CIPP Lining Project, 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:	**SAK Construction, LLC** of **O'Fallon, MO**
Amount of bid:	**$589,527.00**
Bond surety:	**Travelers Casualty and Surety Company of America**
Date of bond:	**May 15, 2026**
Portion of project:	All construction work

PASSED AND APPROVED this **1st** day of **June**, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of ~~May~~ June, 2026, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and SAK Construction, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2026 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup 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 five hundred eighty nine thousand five hundred twenty seven + 00/100 DOLLARS ($589,527.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **January 31, 2027.** 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 **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 _____

(Seal)
ATTEST:

_____

CONTRACTOR:

SAK Construction, LLC.
Contractor

By _____
Signature Tim Bussen

Vice President
Title

864 Hoff Rd.
Street Address

O'Fallon, MO 63366
City, State, Zip Code

636-385-1000
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C10511-08 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 Missouri)
) SS
St. Charles County)

On this 15 day of May, 2026, before me a Notary Public in and for said county, personally appeared Tim Bussen, to me personally known, who being by me duly sworn did say that person is Vice President of said SAK Construction, LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) SAK Construction, LLC, and that said instrument was signed and sealed on behalf of the said SAK Construction, LLC, by authority of its managers and the said Tim Bussen acknowledged the execution of said instrument to be the voluntary act and deed of said SAK Construction, LLC, by it voluntarily executed.

Barbara Marler
Notary Public in and for the State of Missouri
My commission expires 12/19, 2026

BARBARA MARLER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: December 19, 2026
Commission Number: 14126252

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, SAK Construction, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Travelers Casualty and Surety Company of America, 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 Five Hundred Eighty Nine Thousand Five Hundred Twenty Seven & No/100 DOLLARS ($589,527.00), 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 1 ~~15th~~ 2nd day of ~~May~~ June, 20 26, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2026 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless methods, verifying all sanitary sewer service reconnections, cleanup 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 **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 15th day of May, 20 26.

PRINCIPAL:

SAK Construction, LLC
Contractor

By _____
Signature Tim Bussen

Vice President
Title

SURETY:

Travelers Casualty and Surety Company of America
Surety Company

By _____
Signature Attorney-in-Fact Officer

Ashley Miller, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Travelers Casualty and Surety Company of America
Company Name

One Tower Square
Company Address

Hartford, CT 06183
City, State, Zip Code

860-277-0111
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

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Miller** of **CHESTERFIELD**, **Missouri**, their 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 Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

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 each of the Companies, 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 Companies 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

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of May, 2026.

_____
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 this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,662	OTHER EXPENSES	72,968,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,698,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	842,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,889,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer
VICE PRESIDENT – CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2026

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

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

PRODUCER
Marsh & McLennan Agency LLC
Company - St. Louis
825 Maryville Centre Drive, Suite 200
Chesterfield MO 63017

CONTACT NAME: Diane Stiehl, CISR
PHONE (A/C, No, Ext): 314-594-2719 **FAX (A/C, No):** 888-307-1561
E-MAIL ADDRESS: diane.stiehl@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Com	23396
INSURER B : STARR INDEMNITY AND LIABILITY	38318
INSURER C : CONTINENTAL CASUALTY COMPANY	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SAKCONS-02
SAK Construction, LLC
864 Hoff Rd.
O'Fallon, MO 63366

COVERAGES **CERTIFICATE NUMBER:** 750733192 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP20635771602	8/2/2025	8/2/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA20635761602	8/2/2025	8/2/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			1000585238251	8/2/2025	8/2/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC20635781702	8/2/2025	8/2/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased/Rented Equipment			5086483224	8/2/2025	8/2/2026	Per Item/Occurrence $5,000 Deductible	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2026 CIPP Lining Project

The following are additional insured for General Liability where required by written contract or agreement subject to the provisions and limitations of the policy(ies) per policy terms and conditions.
1. City of Ankeny

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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HATCHED AREAS INDICATE PROPOSED AREAS OF WORK

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

city of Ankeny
bringing it all together

2026 CIPP LINING PROJECT LOCATION MAP

SHEET 2

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Deer Creek Sanitary Trunk Sewer Extension Phase 1.

ORIGINATING DEPARTMENT
Municipal Utilities

COUNCIL GOAL
Upgrade Essential Infrastructure

ACTION REQUESTED
Resolution

LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The action before the Council is the adoption of a Resolution regarding the Deer Creek Sanitary Trunk Sewer Extension — Phase 1 project, which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

The Deer Creek Sanitary Trunk Sewer Extension — Phase 1 project includes the installation of approximately 3,000 LF of 30" diameter trunk sewer continuing north along Deer Creek from an existing sewer just south of NE 18th Street.

The construction improvements include roughly 550 lineal feet of trenchless sanitary sewer installation, 2,500 lineal feet of trenched sanitary sewer, manholes, and connection to an existing manhole. Additional improvements include excavation, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 16, 2026, and no later than September 14, 2026. The contractor will have 65 Working Days to fully complete the overall project. The dates all slid back 2 weeks as we missed the appropriate notice dates for the Iowa League of Cities and the Master Builders websites. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: May 4, 2026
2. Post Notice to Bidders and Notice of Public Hearing: May 20, 2026
3. Publish Notice to Bidders and Notice of Public Hearing: May 29, 2026
4. Ratify dates of bids and public hearing: June 1, 2026
5. Bid Opening (10:30 A.M., Public Services Building): June 9, 2026
6. Public Hearing and Contract Award: June 15, 2026

(Hold a Public Hearing on the plans, specifications, form of contract, estimated total cost, review bids, award contract, and approve contract and bonds.)

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve **RESOLUTION** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the Deer Creek Sanitary Trunk Sewer Extension Phase 1.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

This project is included in the City's current Capital Improvement Program with construction scheduled for 2026.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. RES - Deer Creek Sanitary Trunk Sewer Extension Phase 1
2. NTB & NOH - Deer Creek Sanitary Trunk Sewer Extension Phase 1
3. Deer Creek Trunk Sewer Extension - LocationMap

Council Member _____ introduced the following Resolution entitled "RESOLUTION RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DEER CREEK SANITARY TRUNK SEWER EXTENSION PHASE 1" 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 RATIFYING, CONFIRMING, AND APPROVING THE CHANGE IN DATES FOR SUBMISSION OF BIDS AND FOR PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE DEER CREEK SANITARY TRUNK SEWER EXTENSION PHASE 1

WHEREAS, on May 4, 2026, the Council adopted a Resolution ordering construction of the Deer Creek Sanitary Trunk Sewer Extension Phase 1; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to post the notice to bidders not less than thirteen clear days nor more than forty-five days prior to May 26, 2026, the date fixed for receiving bids; and

WHEREAS, pursuant to said Resolution, the City Clerk was directed to publish notice of public hearing not less than four clear days nor more than twenty days prior to June 1, 2026, the date fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project; and

WHEREAS, the Notice to Bidders and Notice of Public Hearing was not timely posted on a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation or on an internet site sponsored by the city or a statewide association that represents the city and it is therefore necessary to reschedule the bid deadline and public hearing in this matter.

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

Section 1. That the actions of the Project Engineer in changing the time and date for the receipt of bids to before 10:30 A.M. on June 9, 2026 is hereby ratified, confirmed, and approved.

Section 2. That the actions of the Project Engineer in changing the time and date for the public hearing on the plans, specifications, form of contract and estimate of costs to June 15, 2026 is hereby ratified, confirmed, and approved.

Section 3. That the actions of the City Clerk in posting a revised Notice to Bidders and Notice of Public Hearing once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by the City not less than thirteen clear days nor more than forty-five days prior to June 9, 2026 is hereby ratified, confirmed, and approved.

Section 4. That the City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on June 15, 2026, at 5:30 P.M.

Section 5. That the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on June 15, 2026.

Section 6. That the form of the amended Notice to Bidders and Notice of Public Hearing for the Deer Creek Sanitary Trunk Sewer Extension Phase 1 is hereby ratified, confirmed, and approved.

PASSED AND APPROVED this 1st day of June, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Deer Creek Sanitary Trunk Sewer Extension Phase 1
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **Deer Creek Sanitary Trunk Sewer Extension Phase 1** project at its meeting at **5:30 P.M. on the 15th day of June, 2026,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **9th day of June, 2026,** at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 9th day of June, 2026,** in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 15th day of June, 2026,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than September 14th, 2026,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in July, 2026.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the Nilles Associates, Inc. office, 1933 SW Magazine Road, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars ($50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-965-0123 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

DEER CREEK SANITARY TRUNK SEWER EXTENSION PHASE 1

The Deer Creek Sanitary Trunk Sewer Extension Phase 1 project includes the extension of a 30-in diameter sanitary trunk sewer from an existing manhole, 120 LF south of NE 102nd Avenue and will continue north to approximately 2,600 LF north of NE 102nd Avenue, following Fourmile Creek.

The construction improvements include roughly 550 LF of trenchless sanitary sewer installation, 2,500 LF of trenched sanitary sewer installation, installation of sanitary manholes ranging in diameter from 48-in to 72-in, and connection to an existing manhole. Additional improvements include excavation, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 97% of the work completed during a payment period, with the remaining 3% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **sixty-five (65) working days**. Full completion for the overall project shall be defined as all work including surface restoration, sewer testing 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 **Eight Hundred Dollars ($800.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

If work cannot be completed during the 2026 construction season, the City and Contractor will agree upon a date to temporarily suspend working days during the winter season. The City and Contractor will then agree upon a date to recommence counting working days. Project shall be fully completed by May 14th, 2027.

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Dated at Ankeny, Iowa, this **18th May, 2026.**

_____

Bobbi Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **20th day of May, 2026.**

Published in the Des Moines Register the **29th day of May, 2026.**



city of Ankeny
bringing it all together

Deer Creek Trunk Sewer Extension
Map is for Locational Purposes Only

W S N E

1 in = 1,000 ft

Date: 12/29/2025

MUNICIPAL UTILITIES DEPARTMENT

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Consider motion to adopt **RESOLUTION** ordering preparation of final plat and schedule of assessments for nuisance abatement within the City of Ankeny, Iowa.

ORIGINATING DEPARTMENT
City Clerk

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Resolution
LEGAL

EXECUTIVE SUMMARY

The City Clerk's Office is requesting that the Council approve the attached Resolution authorizing the Clerk to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the 2026 Nuisance Assessments, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and $7,701.30 of the whole amount of the cost of said nuisance abatement activities shall be assessed against the benefited properties.

CITY MANAGER/STAFF RECOMMENDATIONS:

Approve the Resolution as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

Outstanding expense that the city incurred abating nuisances within the City limits will be recovered and collected in the same manner as property taxes.

PUBLIC OUTREACH EFFORTS

Each of the property owners has been legally notified of the outstanding obligation and will receive further correspondence regarding the certification of the debt to their property.

ACTION REQUESTED

ATTACHMENTS

1. RES - Ordering Prep of final plat & schedule Nuisance Assessments (1)
2. Exhibit

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS FOR THE 2026 NUISANCE ASSESSMENTS" 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 ORDERING PREPARATION OF FINAL PLAT AND SCHEDULE OF ASSESSMENTS FOR THE 2026 NUISANCE ASSESSMENTS

BE IT RESOLVED, that the City Clerk is hereby instructed to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the 2026 Nuisance Assessments, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and $7,701.30 of the whole amount of the cost of said nuisance abatement activities shall be assessed against the benefited properties.

PASSED AND APPROVED this **1st** day of **June**, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

EXHIBIT

Parcel #	Property Address	Outstanding Amount
181/00554-982-030	659 SW SPRINGFIELD DR, ANKENY, IA 50023	115.00
181/00555-055-215	LOT NEXT TO 407 SW SPRINGFIELD DR, ANKENY, IA 50023	126.30
181/00555-055-215	LOT NEXT TO 407 SW SPRINGFIELD DR, ANKENY, IA 50023	120.00
181/00424-121-000	313 NE CRESTMOOR PL, ANKENY, IA 50021	5,980.00
181/00554-232-117	2030 NW LAKESIDE DR, ANKENY, IA 50023	120.00
181/00625-009-000	1205 SE BELMONT DR, ANKENY, IA 50021	120.00
181/52412-151-901	3155 N ANKENY BLVD, ANKENY, IA 50021	120.00
181/52412-151-901	3155 N ANKENY BLVD, ANKENY, IA 50021	400.00
181/00494-175-006	1010 NE 59TH CT, ANKENY, IA 50021	120.00
181/00494-175-006	1010 NE 59TH CT, ANKENY, IA 50021	120.00
181/00161-021-006	2006 SE HULSIZER RD, ANKENY, IA 50021	120.00
181/00680-895-168	2306 NW NORTH CREEK DR, ANKENY, IA 50023	$ 120.00
181/15925-043-678	305 SW 18TH ST, ANKENY, IA 50023	$ 120.00
	Total	$ 7,701.30

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ord 2257 Consider motion to accept third consideration of **ORDINANCE 2257**, an Ordinance amending Chapter 41.12 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to trapping and community cats, sending it on its final passage and publication as required by law.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL
Legal Reviewed

EXECUTIVE SUMMARY

Over the last several years, there has been outreach and communication between City staff and by members of the Ankeny Trap-Neuter-Return (TNR) group to discuss and recommend changes to the City's municipal code to allow TNR programs to be conducted in the City. After the Animal Rescue League (ARL) communicated to the City in March 2024 that they were not going to accept feral cats that were captured by Ankeny animal control officers, there was a renewed push to address the growing feral cat population in Ankeny by both the City and groups such as Ankeny TNR.

The proposed amendments to Chapter 41.12 and Chapter 55 formally recognize the existence of community cats and allow volunteer organizations, nonprofit groups, and private individuals to organize and operate TNR efforts within the City. Under a TNR model, free-roaming cats are humanely trapped, sterilized, vaccinated as appropriate, and returned to their original location or managed colony area. This approach is intended to reduce long-term population growth, limit nuisance behaviors associated with unaltered cats, and provide a structured framework for managing community cats in a humane and organized manner.

At present, the City's code does not clearly provide for this type of TNR activity. As a result, residents and animal welfare advocates have requested that the City consider amendments to the City code that would permit TNR programs and clarify that authorized volunteers and nonprofit partners may engage in trapping, sterilization coordination, return, and ongoing colony management activities consistent with City regulations.

The proposed main changes to Chapter 41.12: Hunting and Trapping and Chapter 55: Animal Protection and Control would be the following:
Chapter 41.12 – Hunting and Trapping

- Changes proposed would clarify that instant-kill traps for small rodent pest control can be used and that non-harm trapping of community cats for TNR programs would be allowed.
- Clarifies that allowed trapping may only be conducted on privately owned property and traps shall not be placed on public property.
- Insert trap standards/maintenance requirements as well as enforcement standards as there are none in the current ordinance.

Chapter 55 – Animal Protection and Control

- Added several definitions such as “Community Cat”, “Trap-Neuter-Return Program”, “Premises”, and “Private and Public Property."
- Added language to 55.05 – LIVESTOCK to clarify that chickens may be allowed if requirements from Chapter 58 are met.
- 55.17 – AT LARGE CATS has been changed to 55.17 COMMUNITY CATS and new rules have been inserted.

In the amended section of 55.17, one item to note is that feeding stations for community cats would not be allowed on City property and that the feeding of community cats would be prohibited within 200 feet of City playgrounds or a school district's property. This would limit public interactions with community cats, especially children, protecting the public and the community cats from unnecessary interactions.

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to accept third consideration of ORDINANCE 2257.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The City does not anticipate a direct fiscal impact associated with allowing community cats and authorizing

TNR programs under the municipal code.TNR activities would be organized and carried out by volunteer/non-profit organizations and private individuals, not by the City. Accordingly, the City does not anticipate to incur operating costs for trapping, veterinary services, sterilization, vaccinations, feeding, or colony management. No additional City staffing, equipment, or program funding is anticipated at this time.

Any administrative impact on the City is expected to be minimal and limited to normal code review, implementation, and enforcement functions associated with adoption of ordinance amendments. Based on the proposal as presented, no dedicated appropriation or new budget allocation is anticipated.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Ordinance - Chapter 41 TNR Items
2. Ordinance - Chapter 41 TNR Items REDLINED

ORDINANCE XXXX

An Ordinance Amending Chapter 41.12 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to trapping and community cat regulations

---

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

SECTION 1. CHAPTER MODIFIED: That Section 41.12 Hunting and Trapping of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

41.12 HUNTING AND TRAPPING.

1. Definition. Hunting is defined as pursuing, killing, trapping, snaring, netting, searching for or shooting at, stalking or lying in wait for any game, animal or bird protected by the State laws or rules adopted by the Department of Natural Resources, whether or not such animal is then subsequently captured, killed or injured.

2. General Prohibition. It is unlawful for any person to hunt or trap within the City limits or to use any weapons, including snares, traps, pits, or other devices capable of killing or injuring an animal. Live trapping of animals is allowed only when it does not cause injury. Hunting with firearms within City limits is prohibited. Written consent of the Police Chief or their designee is required to discharge a firearm manufactured for the control of geese or waterfowl, even if the firearm is non-lethal and cannot cause death or injury to any human being or animal.

3. Allowed Trapping. All traps used in the City must be humane, live traps, except that instant-kill traps may be used solely for small rodent pest control. Trapping for the purpose of a trap-neuter-return program in accordance with chapter 55 is allowed. Allowed trapping may only be conducted on privately owned property and traps shall not be placed on Public property, as defined in Ordinance Section 55.01(22), unless done so by Officers of the Iowa Department of Natural Resources, the Ankeny Police Department, or the City's animal control officer or designee.

4. Trap Standards and Maintenance. All traps shall have a metal tag attached plainly labeled with the owner's name and address. All traps, except those placed entirely under water, must be checked at least twice every twenty-four hours and any unintentionally trapped animals must be released unharmed at the trap location.

5. Enforcement. Officers of the Iowa Department of Natural Resources, the Ankeny Police Department, or the City's animal control officer or designee may confiscate traps that are not properly labeled or maintained as required.

6. Special Permits. Special permits by order of the Council may be issued from time to time to allow a special hunting season in the City limits to cull an overpopulated deer herd, or goose population only if the hunting is done with a bow and arrow.

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 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ORDINANCE XXXX

An Ordinance Amending Chapter 41.12 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to hunting and trapping regulations

---

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

SECTION 1. SECTION MODIFIED: That Section 41.12 Hunting and Trapping of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

41.12 HUNTING AND TRAPPING.

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~~2. Prohibition. It is unlawful for a person to hunt or trap within the City limits or to use any weapons, including snares, traps, pits or other devices capable of killing or injuring an animal. Live trapping of animals that does not cause injury to animals is allowed. Hunting with firearms within City limits is prohibited. Written consent of the Police Chief is required to discharge a firearm manufactured for the control of geese or waterfowl even if the firearm is non-lethal and cannot cause death or injury upon any human being or animal.~~

2. General Prohibition. It is unlawful for any person to hunt or trap within the City limits or to use any weapons, including snares, traps, pits, or other devices capable of killing or injuring an animal. Live trapping of animals is allowed only when it does not cause injury. Hunting with firearms within City limits is prohibited. Written consent of the Police Chief or their designee is required to discharge a firearm manufactured for the control of geese or waterfowl, even if the firearm is non-lethal and cannot cause death or injury to any human being or animal.

3. Allowed Trapping. All traps used in the City must be humane, live traps, except that instant-kill traps may be used solely for small rodent pest control. Trapping for the purpose of a trap-neuter-return program in accordance with chapter 55 is allowed. Allowed trapping may only be conducted on privately owned property and traps shall not be placed on public property, as defined in Ordinance Section 55.01(22), unless done so by Officers of the Iowa Department of Natural Resources, the Ankeny Police Department, or the City's animal control officer or designee.

4. Trap Standards and Maintenance. All traps shall have a metal tag attached plainly labeled with the owner's name and address. All traps, except those placed entirely under water, must be checked at least twice every twenty-four hours and any unintentionally trapped animals must be released unharmed at the trap location.

5. Enforcement. Officers of the Iowa Department of Natural Resources, the Ankeny Police Department, or the City's animal control officer or designee may confiscate traps that are not properly labeled or maintained as required.

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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 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ord 2258 Consider motion to accept third consideration of **ORDINANCE 2258**, an Ordinance amending Chapter 55 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to animal protection and control, sending it on its final passage and publication as required by law.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 3rd Reading
LEGAL
Legal Reviewed

EXECUTIVE SUMMARY

Over the last several years, there has been outreach and communication between City staff and by members of the Ankeny Trap-Neuter-Return (TNR) group to discuss and recommend changes to the City's municipal code to allow TNR programs to be conducted in the City. After the Animal Rescue League (ARL) communicated to the City in March 2024 that they were not going to accept feral cats that were captured by Ankeny animal control officers, there was a renewed push to address the growing feral cat population in Ankeny by both the City and groups such as Ankeny TNR.

The proposed amendments to Chapter 41.12 and Chapter 55 formally recognize the existence of community cats and allow volunteer organizations, nonprofit groups, and private individuals to organize and operate TNR efforts within the City. Under a TNR model, free-roaming cats are humanely trapped, sterilized, vaccinated as appropriate, and returned to their original location or managed colony area. This approach is intended to reduce long-term population growth, limit nuisance behaviors associated with unaltered cats, and provide a structured framework for managing community cats in a humane and organized manner.

At present, the City's code does not clearly provide for this type of TNR activity. As a result, residents and animal welfare advocates have requested that the City consider amendments to the City code that would permit TNR programs and clarify that authorized volunteers and nonprofit partners may engage in trapping, sterilization coordination, return, and ongoing colony management activities consistent with City regulations.

The proposed main changes to Chapter 41.12: Hunting and Trapping and Chapter 55: Animal Protection and Control would be the following:

Chapter 41.12 – Hunting and Trapping

- Changes proposed would clarify that instant-kill traps for small rodent pest control can be used and that non-harm trapping of community cats for TNR programs would be allowed.
- Clarifies that allowed trapping may only be conducted on privately owned property and traps shall not be placed on public property.
- Insert trap standards/maintenance requirements as well as enforcement standards as there are none in the current ordinance.

Chapter 55 – Animal Protection and Control

- Added several definitions such as “Community Cat”, “Trap-Neuter-Return Program”, “Premises”, and “Private and Public Property."
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- 55.17 – AT LARGE CATS has been changed to 55.17 COMMUNITY CATS and new rules have been inserted.

In the amended section of 55.17, one item to note is that feeding stations for community cats would not be allowed on City property and that the feeding of community cats would be prohibited within 200 feet of City playgrounds or a school district's property. This would limit public interactions with community cats, especially children, protecting the public and the community cats from unnecessary interactions.

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to accept third consideration of ORDINANCE 2258.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The City does not anticipate a direct fiscal impact associated with allowing community cats and authorizing TNR programs under the municipal code.

TNR activities would be organized and carried out by volunteer/non-profit organizations and private individuals, not by the City. Accordingly, the City does not anticipate to incur operating costs for trapping, veterinary services, sterilization, vaccinations, feeding, or colony management. No additional City staffing, equipment, or program funding is anticipated at this time.

Any administrative impact on the City is expected to be minimal and limited to normal code review, implementation, and enforcement functions associated with adoption of ordinance amendments. Based on the proposal as presented, no dedicated appropriation or new budget allocation is anticipated.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

ATTACHMENTS

1. Ordinance - Chapter 55 TNR Items
2. Ordinance - Chapter 55 TNR Items REDLINED

ORDINANCE XXXX

An Ordinance Amending Chapter 55 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to Animal Protection and Control

---

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

SECTION 1. SECTION MODIFIED: That Section 55.01 Definitions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.01 DEFINITIONS.

The following terms are defined for use in this chapter.

1. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.

2. "Animal" means a nonhuman vertebrate.

(Code of Iowa, Sec. 717B.1)

3. "Animal abuse or neglect" shall be defined by the *Code of Iowa*, Section 717B.2 and 717B.3.

4. "Animal shelter" means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

(Code of Iowa, Sec. 162.2)

5. "At large" means running or found within the City upon any street, alley, sidewalk, public, or private grounds. An animal, properly licensed as required by law, shall not be deemed at large if any of the following is true:

A. It is on the premises of the owner; or

B. It is under the control of a person competent to restrain and control the animal, either by leash, cord, chain or other similar restraint not more than six feet in length, or properly restrained within a motor vehicle; or

C. It is properly housed in a veterinary hospital or registered kennel.

6. "Business" means any enterprise relating to any of the following:

A. The sale or offer for sale of goods or services.

B. A recruitment for employment or membership in an organization.

C. A solicitation to make an investment.

D. An amusement or entertainment activity.

7. "Cat" means and includes all members of the *Felis Domestica* species, male or female, whether altered or not. The definition of cat specifically excludes a feral cat. Feral cats are born in the wild or may be abandoned or lost pets that have reverted to a wild state.

8. “Commercial establishment” means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility.

(Code of Iowa, Sec. 717.B1)

9. "Community cat" means a member of the Felis catus species that is allowed to roam freely within the city and meets the following requirements:

A. The cat has been scanned for microchips and no person owns the cat,

B. The cat has been assessed by a veterinarian and deemed healthy,

C. The cat has been spayed or neutered,

D. The cat has been vaccinated for rabies, feline rhinotracheitis, calcivirus, and panleukopenia, and reasonable attempts have been made to revaccinate the cat in accordance with the direction of a veterinarian, and

E. The cat has been ear-tipped by the same veterinarian that made the health assessment after having made an affirmative determination for each of the requirements in subsections A-D above.

10. "Community cat caregiver" means a person who, acting within the procedures of a trap-neuter-return program, provides care to a community cat. This care includes providing food, shelter or medical care. A community cat caregiver is not the owner, harborer, shelterer, controller or keeper of a community cat.

11. “Dog” means and includes both male and female animals of the *Canine* species, including spayed or neutered dogs.

12. “Fair” means any of the following:

A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.

B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

13. “Game” means a “game of chance” or “game of skill” as defined in Section 99B.1 of the *Code of Iowa*.

14. “Injury” means an animal’s disfigurement; the impairment of an animal’s health; or an impairment to the functioning of an animal’s limb or organ, or the loss of an animal’s limb or organ.

(Code of Iowa, Sec. 717.B1)

15. “Livestock” means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.

(Code of Iowa, Sec. 717.1)

16. “Livestock abuse or neglect” shall be defined by the *Code of Iowa*, Section 717.1A and 717.2.

17. “Owner” means any person owning, keeping, sheltering, or harboring an animal.

18. “Pet” means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

19. “Pound” means a facility for the prevention of cruelty to animals operated by the State, a municipal corporation, or other political subdivision of the State for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society.

(Code of Iowa, Sec. 162.2)

20. "Premises" means the area of land surrounding a house or dwelling unit and actually or by legal construction forming an enclosure with it and to which the owner or custodian of a dog has legal and equitable right therein. "Premises" does not extend into areas of common ownership or use in the case of easements, trailer parks, apartment complexes, private communities, etc.

21. "Private property" means all buildings and other property owned by a private person. It includes buildings, yards, and service and parking areas.

22. "Public property" means buildings and other property owned or dedicated to the use of the City, State, County, or United States government, wherein the authorized representative has granted the City jurisdiction thereof, or any governmental subdivision of the City, State, County or U.S. government or any governmental organization established by the City, State, County or U. S. government. Such property includes but is not limited to buildings, grounds, yards, street rights-of-way, walks, bicycle paths, easements, parks, service areas, open areas, athletic and recreational areas, riverbanks, parking areas and ramps, boulevards, and any other real estate owned by a governmental unit.

23. “Research facility” means any school or college of medicine, veterinary medicine, pharmacy, dentistry, or osteopathic medicine, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in the State concerned with the investigation of, or instruction concerning the structure or function of living organisms, the cause, prevention, control, or cure of diseases or abnormal conditions of human beings or animals.

(Code of Iowa, Sec. 162.2)

24. “Responsible party” means a person who owns or maintains or is responsible for the care of the animal.

25. “Society” means any incorporated society or association organized for the express purpose of prevention of cruelty to animals.

26. “Trap-Neuter-Return Program” means the nonlethal process of humanely trapping, sterilizing, vaccinating and ear notching for identification, and returning community cats to their location of capture.

27. “Vaccinated” means an animal vaccinated by a licensed veterinarian against rabies, or it means that satisfactory proof is furnished to establish such prior vaccination of the animal within eighteen months prior to the impounding or licensing of the animal if the vaccination was by modified live virus vaccine of egg embryo origin, or within six months if the vaccination was by killed tissue vaccine.

28. “Veterinarian” means a veterinarian licensed pursuant to Chapter 169 of the *Code of Iowa* who practices veterinary medicine in the State.

(Code of Iowa, Sec. 717.B1).

SECTION 2. SECTION MODIFIED: That Section 55.04 Abandonment of cats and dogs of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.04 ABANDONMENT OF CATS AND DOGS

It is unlawful for a person who owns or has custody of a cat or dog to relinquish all rights in and duties to care for the cat or dog. This section does not apply to any of the following:

(Code of Iowa, Sec. 717.B8).

1. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.

2. The delivery of a cat or dog to an animal shelter or that has been issued or renewed a valid authorization by the Department of Agriculture and Land Stewardship under Chapter 162 of the Code of Iowa.

3. A person who relinquishes custody of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

(Code of Iowa, Sec. 717B.8)

4. An individual returning a community cat to its original location while conducting the Trap-Neuter-Return Program.

SECTION 3. SECTION MODIFIED: That Section 55.05 Livestock of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.05 LIVESTOCK

It is unlawful for a person to keep livestock within the City. However, chickens may be allowed on owner occupied, single-family properties that meet the requirements in Chapter 58.

SECTION 4. SECTION MODIFIED: That Section 55.06 At large prohibited of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.06 AT LARGE PROHIBITED

It is unlawful for any owner or responsible party of any animal to permit or allow the animal to be at large. All violations of any provision(s) of Section 55.06 are hereby declared simple misdemeanors punishable by a fine of at least $50 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer. Community cats shall be exempt from the provisions of this section.

SECTION 5. SECTION MODIFIED: That Section 55.17 At Large Cats of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.17 COMMUNITY CATS

1. The Community Cats initiative is to protect the residents and community members of the City against the hazards brought about by the growing feral cat population and to provide a safe and humane process by which those health and safety hazards can be reduced through the use of a Trap-Neuter-Return (TNR) Program to reduce and/or effectively manage the feral cat population within the city limits.

2. Property owners carrying out allowed trapping, as set forth in Ordinance Section 41.12(3), for the Trap-Neuter-Return Program must promptly transport a community cat to a veterinarian for the sterilizing, vaccinating and ear notching for identification, and the cost for same shall be paid by the property owner. A community cat shall be returned to the area where it was captured unless said cat is sick and/or injured or unless the property owner has requested that said cat be removed from the property, or the cat is deemed adoptable and may be adopted out, or the Police Chief or their designee has declared it a nuisance.

3. Community caregivers shall make reasonable attempts to revaccinate community cats in their care in accordance with the directions of a veterinarian.

4. Nuisance. Community cats that create a nuisance, as determined by the Police Chief or their designee, shall be captured and shall not be eligible for continuation in the Trap-Neuter-Return program. For purposes of this section, a nuisance is any violation of any section of this article for which there is not an express exception for community cats or any other behavior or condition which interferes with the health, safety or enjoyment of life or property of a human or another domestic animal.

5. Leash requirements. Community cats are exempt from city leash requirements.

6. Prohibition on Feeding. No feeding station shall be located on property owned by the City or be located two hundred (200) feet of a playground or school district property.

7. Liability. The city shall have no liability for the disposition of any community cat or for damages or injuries caused by any community cat.

SECTION 6. 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 7. 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 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ORDINANCE XXXX

An Ordinance Amending Chapter 55 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to Animal Protection and Control

---

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

SECTION 1. SECTION MODIFIED: That Section 55.01 Definitions of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.01 DEFINITIONS.

The following terms are defined for use in this chapter.

1. "Advertise" means to present a commercial message in any medium including but not limited to print, radio, television, sign, display, label, tag or articulation.

2. "Animal" means a nonhuman vertebrate.

(Code of Iowa, Sec. 717B.1)

3. "Animal abuse or neglect" shall be defined by the *Code of Iowa*, Section 717B.2 and 717B.3.

4. "Animal shelter" means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

(Code of Iowa, Sec. 162.2)

5. "At large" means running or found within the City upon any street, alley, sidewalk, public, or private grounds. An animal, properly licensed as required by law, shall not be deemed at large if any of the following is true:

A. It is on the premises of the owner; or

B. It is under the control of a person competent to restrain and control the animal, either by leash, cord, chain or other similar restraint not more than six feet in length, or properly restrained within a motor vehicle; or

C. It is properly housed in a veterinary hospital or registered kennel.

6. "Business" means any enterprise relating to any of the following:

A. The sale or offer for sale of goods or services.

B. A recruitment for employment or membership in an organization.

C. A solicitation to make an investment.

D. An amusement or entertainment activity.

7. "Cat" means and includes all members of the *Felis Domestica* species, male or female, whether altered or not. The definition of cat specifically excludes a feral cat. Feral cats are born in the wild or may be abandoned or lost pets that have reverted to a wild state.

8. "Commercial establishment" means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility.

(Code of Iowa, Sec. 717.B1)

9. "Community cat" means a member of the Felis catus species that is allowed to roam freely within the city and meets the following requirements:

A. The cat has been scanned for microchips and no person owns the cat,

B. The cat has been assessed by a veterinarian and deemed healthy,

C. The cat has been spayed or neutered,

D. The cat has been vaccinated for rabies, feline rhinotracheitis, calcivirus, and panleukopenia, and reasonable attempts have been made to revaccinate the cat in accordance with the direction of a veterinarian, and

E. The cat has been ear-tipped by the same veterinarian that made the health assessment after having made an affirmative determination for each of the requirements in subsections A-D above.

10. "Community cat caregiver" means a person who, acting within the procedures of a trap-neuter-return program, provides care to a community cat. This care includes providing food, shelter or medical care. A community cat caregiver is not the owner, harborer, shelterer, controller or keeper of a community cat.

11. "Dog" means and includes both male and female animals of the *Canine* species, including spayed or neutered dogs.

12. "Fair" means any of the following:

A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.

B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

13. "Game" means a "game of chance" or "game of skill" as defined in Section 99B.1 of the *Code of Iowa*.

14. "Injury" means an animal's disfigurement; the impairment of an animal's health; or an impairment to the functioning of an animal's limb or organ, or the loss of an animal's limb or organ.

(Code of Iowa, Sec. 717.B1)

15. "Livestock" means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas and emus; farm deer as defined in Section 170.1 of the *Code of Iowa*; or poultry.

(Code of Iowa, Sec. 717.1)

16. "Livestock abuse or neglect" shall be defined by the *Code of Iowa*, Section 717.1A and 717.2.

17. "Owner" means any person owning, keeping, sheltering, or harboring an animal.

18. "Pet" means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

19. "Pound" means a facility for the prevention of cruelty to animals operated by the State, a municipal corporation, or other political subdivision of the State for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society.

(Code of Iowa, Sec. 162.2)

20. "Premises" means the area of land surrounding a house or dwelling unit and actually or by legal construction forming an enclosure with it and to which the owner or custodian of a dog has legal and equitable right therein. "Premises" does not extend into areas of common ownership or use in the case of easements, trailer parks, apartment complexes, private communities, etc.

21. "Private property" means all buildings and other property owned by a private person. It includes buildings, yards, and service and parking areas.

22. "Public property" means buildings and other property owned or dedicated to the use of the City, State, County, or United States government, wherein the authorized representative has granted the City jurisdiction thereof, or any governmental subdivision of the City, State, County or U.S. government or any governmental organization established by the City, State, County or U. S. government. Such property includes but is not limited to buildings, grounds, yards, street rights-of-way, walks, bicycle paths, easements, parks, service areas, open areas, athletic and recreational areas, riverbanks, parking areas and ramps, boulevards, and any other real estate owned by a governmental unit.

23. "Research facility" means any school or college of medicine, veterinary medicine, pharmacy, dentistry, or osteopathic medicine, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in the State concerned with the investigation of, or instruction concerning the structure or function of living organisms, the cause, prevention, control, or cure of diseases or abnormal conditions of human beings or animals.

(Code of Iowa, Sec. 162.2)

24. "Responsible party" means a person who owns or maintains or is responsible for the care of the animal.

25. "Society" means any incorporated society or association organized for the express purpose of prevention of cruelty to animals.

26. "Trap-Neuter-Return Program" means the nonlethal process of humanely trapping, sterilizing, vaccinating and ear notching for identification, and returning community cats to their location of capture.

27. "Vaccinated" means an animal vaccinated by a licensed veterinarian against rabies, or it means that satisfactory proof is furnished to establish such prior vaccination of the animal within eighteen months prior to the impounding or licensing of the animal if the vaccination was by modified live virus vaccine of egg embryo origin, or within six months if the vaccination was by killed tissue vaccine.

28. "Veterinarian" means a veterinarian licensed pursuant to Chapter 169 of the *Code of Iowa* who practices veterinary medicine in the State.

(Code of Iowa, Sec. 717.B1).

SECTION 2. SECTION MODIFIED: That Section 55.04 Abandonment of cats and dogs of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.04 ABANDONMENT OF CATS AND DOGS

It is unlawful for a person who owns or has custody of a cat or dog to relinquish all rights in and duties to care for the cat or dog. This section does not apply to any of the following:

(Code of Iowa, Sec. 717.B8).

1. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.

2. The delivery of a cat or dog to an animal shelter or that has been issued or renewed a valid authorization by the Department of Agriculture and Land Stewardship under Chapter 162 of the Code of Iowa.

3. A person who relinquishes custody of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

(Code of Iowa, Sec. 717B.8)

4. An individual returning a community cat to its original location while conducting the Trap-Neuter-Return Program.

SECTION 3. SECTION MODIFIED: That Section 55.05 Livestock of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.05 LIVESTOCK

It is unlawful for a person to keep livestock within the City. However, chickens may be allowed on owner occupied, single-family properties that meet the requirements in Chapter 58.

SECTION 4. SECTION MODIFIED: That Section 55.06 At large prohibited of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

55.06 AT LARGE PROHIBITED

It is unlawful for any owner or responsible party of any animal to permit or allow the animal to be at large. All violations of any provision(s) of Section 55.06 are hereby declared simple misdemeanors punishable by a fine of at least $50 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer. Community cats shall be exempt from the provisions of this section.

SECTION 5. SECTION MODIFIED: That Section 55.17 At Large Cats of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

~~**55.17 AT LARGE CATS.**~~

~~Any cat found to be at large without (a) collar, (b) license or (c) imbedded ownership chip shall be determined to be a feral cat. For purposes of this section a cat shall have a short coat of fur to qualify as a feral cat in addition to the aforementioned requirements of the definition. A feral cat shall be held for a period of twenty-four hours from the date of capture before transportation to the Animal Rescue League.~~

~~If unclaimed within twenty-four hours, the cat shall be identified as a feral cat for purposes of record management with the Animal Rescue League.~~

55.17 COMMUNITY CATS.

1. The Community Cats initiative is to protect the residents and community members of the City against the hazards brought about by the growing feral cat population and to provide a safe and humane process by which those health and safety hazards can be reduced through the use of a Trap-Neuter-Return (TNR) Program to reduce and/or effectively manage the feral cat population within the city limits.

2. Property owners carrying out allowed trapping, as set forth in Ordinance Section 41.12(3), for the Trap-Neuter-Return Program must promptly transport a community cat to a veterinarian for the sterilizing, vaccinating and ear notching for identification, and the cost for same shall be paid by the property owner. A community cat shall be returned to the area where it was captured unless said cat is sick and/or injured or unless the property owner has requested that said cat be removed from the property, or the cat is deemed adoptable and may be adopted out, or the Police Chief or their designee has declared it a nuisance.

3. Community caregivers shall make reasonable attempts to revaccinate community cats in their care in accordance with the directions of a veterinarian.

4. Nuisance. Community cats that create a nuisance, as determined by the Police Chief or their designee, shall be captured and shall not be eligible for continuation in the Trap-Neuter-Return program. For purposes of this section, a nuisance is any violation of any section of this article for which there is not an express exception for community cats or any other behavior or condition which interferes with the health, safety or enjoyment of life or property of a human or another domestic animal.

5. Leash requirements. Community cats are exempt from city leash requirements.

6. Prohibition on Feeding. No feeding station shall be located on property owned by the City or be located two hundred (200) feet of a playground or school district property.

7. Liability. The city shall have no liability for the disposition of any community cat or for damages or injuries caused by any community cat.

SECTION 6. 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 7. 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 1st day of June, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ord 2259 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain property owned by Richard H. Meridith and Martha J. Meredith Revocable Trust from R-1, One-Family Residence District, to R-3 Multiple Family Residence District restricted to 12 units per acre and no apartments.

ORIGINATING DEPARTMENT
Development Services

COUNCIL GOAL
Ensure Economic Vitality

ACTION REQUESTED
Ordinance – 2nd Reading
LEGAL

EXECUTIVE SUMMARY

The applicant, Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith Revocable Trust, have proposed a rezoning of approximately 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre, no apartments. The area subject to the proposed rezoning consists of one parcel and is approximately 16.62 acres in size. The parcel is located west of Interstate 35, east of NE Delaware Avenue, South of NE 15th Street, and north of NE 9th Street.

The property is currently zoned R-1, One-Family Residence District. Property to the north is zoned R-3, Multiple Family Residence District with conditions: limited to 16 units on the 6.4 -acre parcel. Property to the west across NE Delaware Avenue, known as Fountain View Estates, is zoned R-1, One-Family Residence District, property to the southwest, known as Crestbruck Acres is zoned R-2, One-Family and Two-Family Residence District, property immediately east is Interstate right-of-way, and property to the south is zoned R-3A, Planned Multiple-Family Residence District.

The proposed rezoning generally aligns with The Ankeny Plan 2040 Future Land Use Map, which defines the entire 16-acre parcel as being Medium Density Residential. According to Figure 12.5 in the City's Comprehensive Plan, the proposed R-3 zoning category is compatible with the Medium Density Residential Land Use.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

On March 2, 2026 the Ankeny City Council initiated the rezoning.

On April 21, 2026, the Plan and Zoning Commission recommended City Council approve the request to rezone 16.62 acres of property owned by Richard H. Meridith and Martha J. Meridith Revocable Trust, from R-1, One-Family Residence District to R-3, Multiple Family Residence District restricted to 12 units per acre and no apartments.

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

Legal publication and notification. The Plan & Zoning Commission held a public hearing at their meeting on April 7, 2026.

ACTION REQUESTED

Consider motion to accept second consideration of ORDINANCE 2259.

ATTACHMENTS

1. ORDINANCE
2. Rezoning Exhibit
3. P&Z Minutes
4. Staff Report - PZ Action
5. Applicant Letter
6. Aerial Map

ORDINANCE

ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY HUBBELL REALTY COMPANY ON BEHALF OF THE PROPERTY OWNER RICHARD H. MERIDITH AND MARTHA J. MERIDTH REVOCABLE TRUST, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT RESTRICTED TO 12 UNITS PER ACRE AND NO APARTMENTS

WHEREAS, on the 7th day of April, 2026, The Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 21st day of April, 2026, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Richard H. Meridith and Martha J. Meridith Revocable Trust, from the current R-1, One-Family Residence District to R-3, Multiple Family Residence District restricted to 12 units per acre and no apartments.

WHEREAS, on the 15th day of June, 2026, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

AN EXISTING TRACT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK CO., IOWA, AS DESCRIBED IN A RETRACEMENT PLAT OF SURVEY FILED IN BOOK 20243, PAGE 650. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE N00^{0}10'21"E, 991.04 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF LOT A IN YOUNT ESTATES; THENCE S89^{0}16'01" E, 50.00 FEET ALONG THE SOUTH LINE OF SAID YOUNT ESTATES TO THE EAST RIGHT OF WAY LINE OF NE DELAWARE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING S89^{0}16'01"E, 718.84 FEET TO THE SOUTHEAST CORNER OF OUTLOT X IN SAID YOUNT ESTATES, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. INTERSTATE 35; THENCE FOLLOWING SAID RIGHT OF WAY LINE S16^{0}26'17"W, 360.31 FEET; THENCE S02^{0}23'57"E, 768.91 FEET TO THE NORTHEAST CORNER OF LOT 26 IN DELAWARE PARK CONDOMINIUMS; THENCE S89^{0}33'39"W, 652.55 FEET ALONG THE NORTH LINE OF SAID DELAWARE PARK CONDOMINIUMS TO THE EAST RIGHT OF WAY LINE OF NE DELAWARE AVENUE; THENCE FOLLOWING SAID LINE N00^{0}13'29"E, 137.48 FEET; THENCE N00^{0}10'21"E, 990.54 FEET TO THE POINT OF BEGINNING, CONTAINING 16.62 ACRES.

LAYMAN'S DESCRIPTION:

Approximately 16.62-acres (+/-) located west of Interstate 35, east of NE Delaware Avenue, south of NE 15th Street and north of NE 9th Street.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, are hereby amended to rezone the above-described property owned by Richard H. Meridith and Martha J. Meridith Revocable Trust, from the current R-1, One-Family Residence District to R-3, Multiple Family Residence District restricted to 12 units per acre and no apartments.

.

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

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

PASSED at Ankeny Iowa, this **15th**, day of **June**, 2026

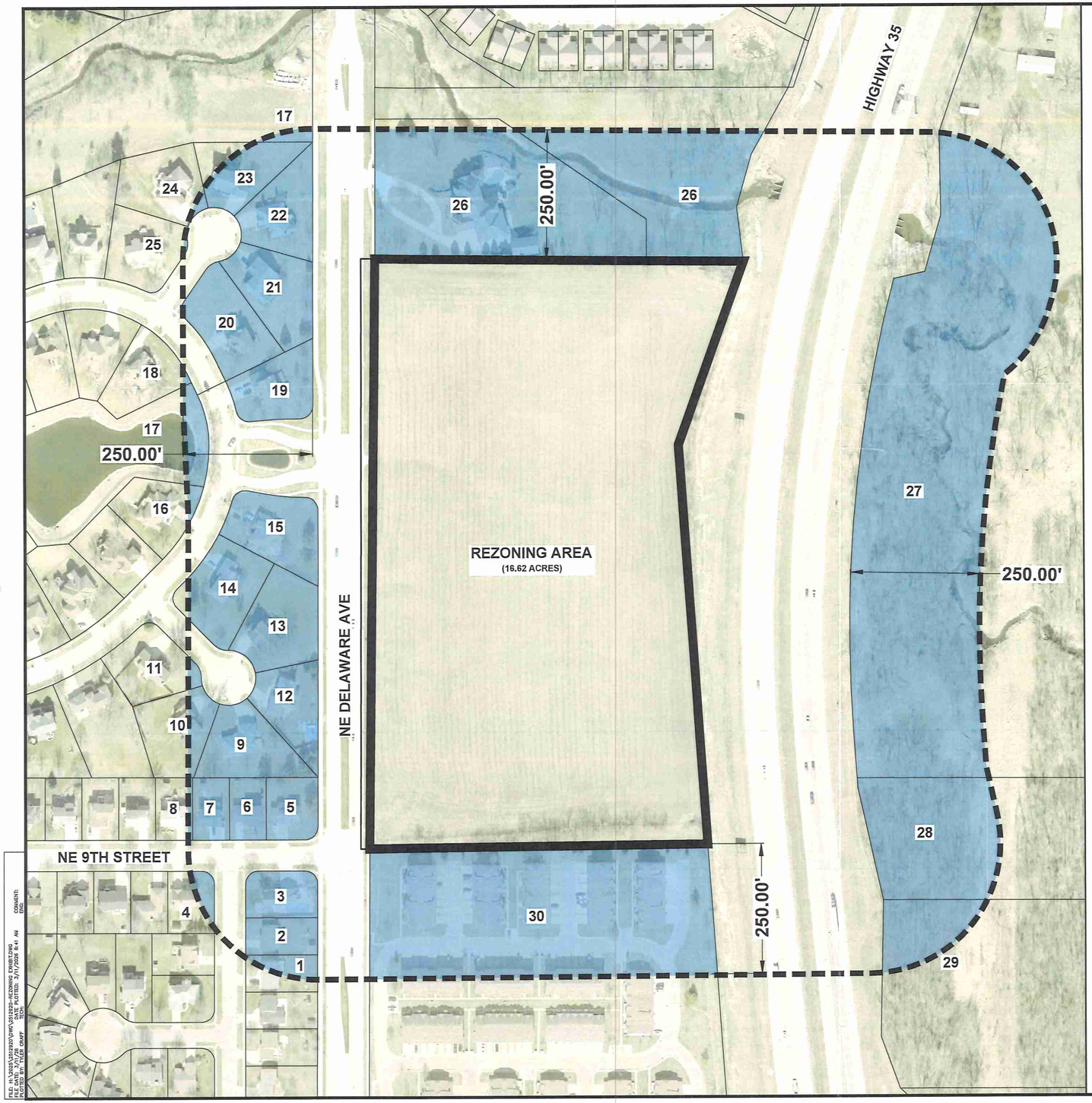
_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

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

1st Con 5/18/26 (P. Hrg.)
2nd Con 6/1/26
3rd Con 6/15/26



OWNER

RICHARD H MERIDITH & MARTHA J MERIDITH REVOCABLE TRUST

REQUESTED BY

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PH: 515-280-2078
CONTACT: KEVIN LOHRY
EMAIL: KEVIN.LOHRY@HUBBELLREALTY.COM

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400
CONTACT: RYAN HARDISTY
EMAIL: RYANH@CDA-ENG.COM

ZONING

EXISTING: R-1 (ONE-FAMILY RESIDENCE DISTRICT)

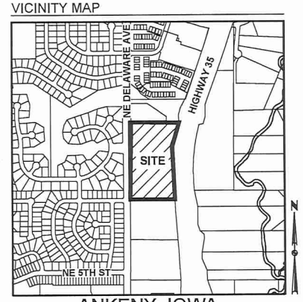
PROPOSED: R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 12 UNITS PER ACRE, NO APARTMENTS)

BULK REGULATIONS

R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

FRONT SETBACK	= 30 FEET
SIDE SETBACK	= 22 FEET TOTAL
REAR SETBACK	= 35 FEET
OPEN SPACE	= 20%

VICINITY MAP



ANKENY, IOWA

REZONING AREA DESCRIPTION

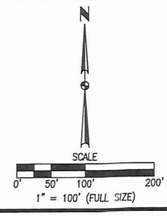
AN EX. TRACT IN THE SW¼ NW¼ & NW¼ SW¼ SEC. 18-80-23, CITY OF ANKENY, POLK CO., IOWA

AN EXISTING TRACT IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK CO., IOWA, AS DESCRIBED IN A RETRACEMENT PLAT OF SURVEY FILED IN BOOK 20243, PAGE 650. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE N00°10'21"E, 991.04 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE SOUTHWEST CORNER OF LOT A IN YOUNT ESTATES; THENCE S89°16'01"E, 50.00 FEET ALONG THE SOUTH LINE OF SAID YOUNT ESTATES TO THE EAST RIGHT OF WAY LINE OF NE DELAWARE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUING S89°16'01"E, 718.84 FEET TO THE SOUTHEAST CORNER OF OUTLOT X IN SAID YOUNT ESTATES, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF U.S. INTERSTATE 35; THENCE FOLLOWING SAID RIGHT OF WAY LINE S16°26'17"W, 360.31 FEET; THENCE S02°23'57"E, 768.91 FEET TO THE NORTHEAST CORNER OF LOT 26 IN DELAWARE PARK CONDOMINIUMS; THENCE S89°33'39"W, 652.55 FEET ALONG THE NORTH LINE OF SAID DELAWARE PARK CONDOMINIUMS TO THE EAST RIGHT OF WAY LINE OF NE DELAWARE AVENUE; THENCE FOLLOWING SAID LINE N00°13'29"E, 137.48 FEET; THENCE N00°10'21"E, 990.54 FEET TO THE POINT OF BEGINNING, CONTAINING 16.62 ACRES.

POLK COUNTY, IOWA

ADJACENT OWNERSHIP TABLE

NO.	PROPERTY OWNER	ACRES	PERCENT	CONSENT
1	ROBINSON, PHILLIP J & COLLEEN L	0.11 AC	0.47%	-
2	MCDEVITT, NICOLE L & MARTIN D	0.16 AC	0.71%	-
3	BAHR REVOCABLE TRUST	0.28 AC	1.22%	-
4	BROWN, CRAIG L & JANET M	0.07 AC	0.30%	-
5	EMRY, RHONDA S	0.27 AC	1.18%	N
6	AROKIASAMY, JAMES ALEXANDER & ANTONY, MARY HELEN	0.20 AC	0.85%	Y
7	BUENTING, DEBRA J & JEFFREY A	0.20 AC	0.85%	-
8	SANDERS, HEATHER J	0.02 AC	0.10%	-
9	WEYER, JAMES	0.49 AC	2.14%	N
10	CARROLL, ANGELA M	0.14 AC	0.62%	-
11	TERRI KETCHAM REVOCABLE TRUST	0.03 AC	0.12%	N
12	STOKKA, JORDAN & ASHLEY	0.41 AC	1.79%	N
13	BRENDELAND, MARY K	0.55 AC	2.37%	-
14	LAM, LOI	0.51 AC	2.19%	-
15	GODRON, DAVID M & KRISTL R	0.52 AC	2.25%	N
16	ADAMS, RUSSELL W & CHRISTINE	0.03 AC	0.14%	N
17	FOUNTAIN VIEW ESTS HOMEOWNERS	0.22 AC	0.95%	N
18	TERRINYE A GOETZ TRUST & THOMAS R GOETZ TRUST	0.01 AC	0.03%	N
19	KNOX, JOHN W & TERESA L	0.42 AC	1.81%	N
20	THOMPSON, KATHRYN A	0.52 AC	2.24%	-
21	BENDEZU, RICARDO E & JODI L	0.52 AC	2.26%	N
22	SIPPEL, CYNTHIA R & RICHARD A	0.47 AC	2.04%	Y
23	EARP, MARLA R & MICHAEL L	0.33 AC	1.45%	N
24	PETERSON, JAMIE D & KIMBERLEY A	0.02 AC	0.09%	-
25	BELZ, JENNIFER & KLINT	0.01 AC	0.03%	-
26	WILLEY, RONALD L & SHARON	4.09 AC	17.72%	-
27	EICHENBERGER, PAMELA J	6.92 AC	29.99%	-
28	HOGUE, KARA K & TYLER C	1.31 AC	5.68%	-
29	TRENT A MURPHY REVOCABLE TRUST & LAURA R MURPHY REVOCABLE TRUST	0.45 AC	1.93%	Y
30	THE TOWNHOUSES AT DELAWARE PARK	3.81 AC	16.50%	-
		23.09 AC	100.00%	4.82%



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 21, 2026
Ayes 6 Nays 0 Abstain ___ Absent ___
APPROVED
T. Rapp Chairperson
E. Carstens Secretary

DATE	REVISIONS	PREPARED
03/11/26		

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

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

MERIDITH PROPERTY REZONING

REZONING MAP

1/1
2512.920

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 7, 2026
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair Ted Rapp called the April 7, 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, Jake Heil, Laura Hutzell, Ryan Kirschman and Bryan Morrissey.

AMENDMENTS TO THE AGENDA
Motion by L. West to approve and accept the April 7, 2026 agenda without amendments. Second by R. Weisheit. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
Item #4. Request by Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith Revocable Trust, to rezone property from R-1, One Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre, no apartments.
Staff Report. L. Hutzell reported that the applicant Hubbell Realty Company, on behalf of the Meridith Revocable Trust, is requesting a rezoning of approximately 16.62 acres from R-1, One-Family Residence District, to R-3, Multiple Family Residence District restricted to 12 units per acre, no apartments. She said that the subject property consists of a single parcel located west of Interstate 35 and east of Northeast Delaware Avenue and places the site within an area that is already developing with a mix of residential uses including multifamily. Laura then described zoning to the north is R-3, multi-family residence district with conditions and contains a single-family home. To the west, across Delaware Avenue, is Fountain View Estates, which is zoned R-1, one-family residence district. To the southwest is Crestbruck Acres, zoned R-2, One-Family and Two-Family residence District. She went on to say that property to the east is Interstate right-of-way, and property to the south is zoned R-3A, Planned Multiple-Family Residence District. She then mentioned that the proposed rezoning aligns with the City's Comprehensive Plan, specifically the Ankeny Plan 2040 Future Land Use Map, which currently designates this property as Medium Density Residential and that the Medium Density category is intended to serve as a transition between low-density and higher-density residential areas. L. Hutzell then went on to say that the public notification requirements were met, including mailed notices to property owners within 250 feet, publication of a legal notice, and posting of signage on the property. She then closed her presentation by stating that following the meeting tonight, staff will collect comments and questions from the Commission and public and then give a complete staff report, including a recommendation at the next Plan and Zoning Commission meeting on April 21, 2026.

Ryan Hardisty, Civil Design Advantage, R. Hardisty commented that he would answer any question the Commission may have regarding the request.

Wayne Goedken, 1002 NE Lake View Drive, Mr. Goedken stated he is the Treasurer of the Fountain View Estates Homeowners Association. He commented that the proposal introduces approximately 200 high-density units adjacent to a low-density neighborhood which causes many concerns for their homeowner's association. He mentioned the first concern is regarding traffic, pedestrian safety, and infrastructure capacity. Their private neighborhood is already adjacent to a high traffic area, and they are opposed to even more traffic around their homes. The private pond is also a concern for trespassing if more traffic is introduced to the area. Secondly, concerns regarding whether the roads, stormwater systems and other services have been adequately evaluated for a development of this scale. He went on to say that the development represents a significant shift in land use intensity and requested that the Board carefully consider these concerns and explore transition options that better buffer single-family neighborhoods from higher-density development.

Jim Weyer, 1017 NE Fountain View Court, Mr. Weyer expressed concerns about stormwater runoff and the situation of the ditches behind their neighborhood, particularly due to increased impervious surfaces such as rooftops, driveway, and parking lots within the proposed development. He noted the potential strain the development would have on the existing drainage system and questioned the placement of the proposed

detention pond in the northeast corner of the development. He then went on to express his concerns with the 12 units per acre density and the units being rentals vs owner-occupied housing.

Marsha Olinghouse, 1013 NE Fountain View Drive – Ms. Olinghouse spoke regarding her stress level due to the increased use of the Fountain View neighborhood amenities, in particular the private pond and the walking path around it. She noted there are already concerns regarding trespassing, and introducing additional traffic to the neighborhood from across the street creates more conflicts and safety concerns for those who already live in the Fountain View neighborhood. She commented that the city should be doing more to help the homeowners association with safety and the ongoing costs for the upkeep and debris removal if a higher density development were to be constructed. She then went on to address her concerns regarding the already heavily traveled NE Delaware corridor and the impact the traffic already has on the 1st Street intersection. She is concerned this will add to even more bottlenecks within the street system around her neighborhood.

Russel Adams, 1014 NE Lake View Drive - Mr. Adams noted that the Fountain View neighborhood is a long-established, low-density community with a defined character and is sincerely worried about how a new townhome development will affect this. He noted the proposed development would be a significant and permanent change for the established neighborhoods nearby. He questioned why City Staff did not show a picture of the proposed development. He commented on the stormwater impacts brought on by a development of this size, mentioning concerns about the number of impervious areas proposed and the history of flooding, specifically Four Mile Creek. He questions whether a stormwater study has been done. He then went on to express frustration regarding there only being one access point for the development of 200 units and the traffic impacts and need for a signalized intersection. He requested that a comprehensive stormwater management plan be implemented, and that density, height limits and adequate buffering be carefully looked at for this proposed development.

Mark Olinghouse, 1013 NE Fountain View Drive, Mr. Olinghouse spoke about his experiences with confrontation regarding trespassing around the Fountain View pond. He also noted increased garbage and litter recently from people who do not live there and do not have to pay to have it cleaned up. He expressed his concern about his property value diminishing with a new townhome development adjacent to their residence. He also expressed increased worrying about safety around the lake.

Alex Orellana**,** 802 NE Vail Court**,** Mr. Orellana expressed his frustration with the fact that no site plan or rendering was shown at the public hearing regarding the proposed development. He expressed his thoughts about this process being premature, wondering how a Board could recommend a rezoning they don't know further details about yet.

Anne Dirks, 813 NE Lake View Drive, Ms. Dirks also spoke regarding their homeowners' association and the number of issues they have to handle that the City doesn't. She is concerned with the amount of debris in their pond and it is clogging up the drains around their neighborhood. She went on to explain the recent costs the HOA has had to pay including dredging the pod and rip rap. She expressed her concern about unmonitored children and their safety around their pond. She wishes the City would take more responsibility for the issues their HOA is having.

Mark Finley, 901 NE Lake View Drive, Mr. Finley spoke regarding his preference for the proposed rezoning to stay as R-1 (single family zoning) and that it be developed in a manner more compatible with surrounding neighborhoods. He then reiterated that a lower density would be much more appropriate.

Wei Su, 1009 NE Fountain View Drive, Ms.Su expressed her concern regarding the safety of her young children if a new townhome development would bring additional trespassing to their neighborhood and her private property.

T. Rapp clarified that the parcel is currently zoned R-1 because when a piece of land comes into the City, that is the automatic zoning category it goes to due to the fact it is the strictest, it is not necessarily the designation of use.

David Godin – Mr. Godin expressed his strong opposition to the rezoning with specific concerns related to traffic increases and safety risks. He is also concerned about the stormwater runoff and the sewer capacity for the development being proposed. Like others, he also mentioned his frustrations and concerns regarding the private pond and the increased impact this rezoning would have on their neighborhood privacy and safety.

A female member of the public asked for further clarification regarding the process after tonight's meeting.

T. Rapp clarified stating that the purpose of tonight's meeting was for the Board to hear from staff and members of the public regarding the request. Action will be taken at the upcoming meeting on April 21st. T. Rap then clarified further stating that the request will ultimately move on to be heard at a public hearing at the City Council level. He clarified that the Plan and Zoning Commission is a recommending body, the final decision will be made at City Council.

Motion by R. Weisheit to close the public hearing and receive and file documents. Second by L. West. All voted aye. Motion carried 6-0.

Chair Tedd Rapp shared that the item would come back to the Commission on April 21, 2026. City staff will present their report, and the Commission will deliberate and make a recommendation to the City Council.

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, April 21, 2026

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

CALL TO ORDER
Chair Ted Rapp called the April 21, 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, Trina Flack and Todd Ripper. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Laura Hutzell, Bryan Morrissey, and Alexa Middleton.

AMENDMENTS TO THE AGENDA
Motion by T. Flack to approve and accept the April 21, 2026 agenda without amendments. Second by P. Tuning. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
Item # 5. Request to rezone 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments, by Hubbell Realty Company on behalf of the property owners, Richard H Meredith and Martha J Meridith Revocable Trust.

Staff Report

L. Hutzell, City Staff, explained that tonight's rezoning request is a continuation of the public hearing held on 4.07.26. She reminded the Commission that the site is in the NE quadrant of Ankeny, bordered on one side by NE Delaware Avenue, a main arterial street on the west, and by Interstate 35 to the east. She explained that the city's Future Land Use Map has the land in question categorized as Medium Density Residential, in line with the applicant's request to rezone to R-3, with restrictions. She summarized the April 7th public hearing and explained she would address the concerns that arose from the opposing comments.

Hutzell began with clarifications: the request is for rezoning only, meaning that the commission is only considering whether the proposed zoning is appropriate and consistent with the City's Comprehensive Plan. A detailed layout or concept design is not required at this stage. She reminded the Commission that, should the rezoning move forward tonight, it would proceed to City Council for an additional public hearing and a final decision. Then the

project would advance to final platting and site plan approval, where a detailed concept would be reviewed and ultimately approved by the Commission. She went on to address the following concerns from the April 7th public hearing:

Community members who spoke in opposition thought the property should remain designated for single-family. L. Hutzell explained that, from a planning perspective, townhomes are an appropriate use for this location which, bounded by a main arterial street on the west and a major interstate to the east, is not well-suited to single family homes. She showed examples, showing how other single-family zoned neighborhoods have buffers, i.e. golf courses or creeks when they abut a major interstate or arterial roadway. Furthermore, she showed on two maps that two previous City of Ankeny Future Land Use Maps, one adopted in 1993 and another in 2003, earmarked this property for higher-density residential use than what is being proposed, not lowering its recommendation to medium-density use until 2010. Infrastructure in this area has been planned with this level of development in mind.

Another concern was related to trespassing at the private pond in the Fountain View Estates development. NE Delaware Avenue acts as a significant barrier between Fountain View Estates and the proposed development. The proposed development is expected to include its own stormwater feature and residents-only amenities like a clubhouse and pool, features which reduce the likelihood of them crossing the busy road to access private amenities. While concerns about trespassing are understandable, those issues are not something zoning regulations control. Management of the pond would remain with the HOA, with support from law enforcement if needed.

Increased traffic was also discussed. A Traffic Impact Study has been completed for the proposed medium-density development. Based on the study's findings, these increases are not anticipated to significantly affect the operation of the roadway or nearby intersections.

Drainage and stormwater management were also discussed at the public hearing. City engineers have reviewed the preliminary drainage plan. Runoff from the development will remain on the east side of Delaware and will not flow toward the existing neighborhood. The project will be required to comply with the City's stormwater standards, ensuring that post-development runoff rates do not exceed current conditions.

There were also questions about whether the townhomes would be rentals or owner-occupied. Zoning does not regulate ownership. While this request limits the type of housing to townhomes and does not allow for apartment complexes, the units themselves could be either rented or owned.

L. Hutzell went on to address questions about screening and the look of the development by showing image examples of how a medium density development, like the one proposed, might look and fit into the area. She highlighted some different townhouse exteriors and screening landscaping examples.

Staff finds that the rezoning request is consistent with the City's Comprehensive Plan and represents appropriate use of the property given its location and surrounding conditions.

Therefore, staff recommends that the Plan & Zoning Commission recommend approval to City Council for this request by Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith Revocable Trust to rezone 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments.

P. Tuning commended L. Hutzell for how well she captured the public hearing in the approved April 7th minutes, as well as how thoroughly she addressed each of the concerns brought up at the public hearing.

R. Weisheit questioned if the Traffic Study anticipated a traffic light at the intersection. Hutzell replied that the study did not find a traffic light necessary at the intersection in question.

Motion by T. Flack to recommend City Council approval of the Request to rezone 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments, by Hubbell Realty Company on behalf of the property owners, Richard H Meredith and Martha J Meridith Revocable Trust. Second by R. Weisheit. Motion carried 6-0.

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: April 21, 2026

Agenda Item: Meridith Property Rezoning - Action
Report Date: April 15, 2026
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith Revocable Trust, to rezone 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments.

Project Report

The applicant Hubbell Realty Company is requesting to rezone 16.62 acres from R-1 One Family Residential District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments.

The applicant was only able to obtain 4% consent signatures from adjacent property owners, requiring Council initiation, which took place at the March 2, 2026, Ankeny City Council Meeting.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezoning on March 23, 2026; and a legal notice of the proposed rezoning and amendments was published on March 20, 2026. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage on March 23, 2026, which exceeds the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on April 7, 2026. During the public hearing there was a presentation from City Staff, followed by comments from multiple members of the public who spoke against the proposed rezoning.

The Process:

A few members of the public asked for clarification of the process going forward. The proposed request represents the rezoning stage only. At this point, Ankeny City Code does not require the applicant to submit a concept plan, as the responsibility of the Planning and Zoning Commission is limited to making a recommendation on whether the proposed zoning district is consistent with the Comprehensive Plan's Future Land Use designation. The Planning and Zoning Commission serves as a recommending body, with final action on rezoning requests taken by the City Council.

If the Commission recommends approval tonight, the request will proceed to the City Council, where an additional public hearing will be held on May 18th, prior to any final decision.

If the rezoning is approved by the City Council, the project would then move into the City of Ankeny's subdivision and development review process, including Final Platting and Site Plan review. These subsequent stages involve a more detailed evaluation of the proposed development, including layout, design, infrastructure, and compliance with all applicable City standards and regulations.

While an applicant may choose to provide a concept plan for illustrative purposes at the rezoning stage, this plan is not part of the official rezoning approval and is not binding. It may be modified in the future, as long as it complies with the standards and permitted uses of the approved zoning district.

R-1 vs. R-3:

Members of the public expressed a preference for the subject parcel to remain as single-family rather than be developed as multi-family. Staff notes that townhome development is not uncommon in a location such as this, particularly given its proximity to the interstate. In nearby areas where single-family detached homes exist closer to the interstate, they are typically .5-acre sized lots or more and are usually buffered by features such as a creek or golf course and are not bounded by a main arterial roadway on the other side.

NE Delaware Avenue is classified as a major arterial within the City's transportation network. As such, medium-density townhome development represents an appropriate land use transition from the higher-intensity interstate corridor to a major arterial roadway, and ultimately to lower-density residential areas.

It is also important to note that the Future Land Use Maps in both the 1993 and 2003 Ankeny Comprehensive Plans designated this 16-acre parcel for High Density Residential use. It was not until the 2010 and 2018 plan updates that the designation was revised to Medium Density Residential. As a result, since at least 1993, this property has been planned for higher-density residential development, and it would not have been reasonable to expect single-family detached use during that time.

Finally, supporting infrastructure, including roadways, sanitary sewer, water, and other utilities—have been designed and planned to accommodate this anticipated level of development.

Trespassing of the existing Fountain View Pond:

Residents from the nearby single-family neighborhood have expressed concerns about possible increases in trespassing and litter around the private pond located across NE Delaware Avenue. This pond is owned and maintained by the Fountain View Estates homeowner's association and is not regulated by the city.

The proposed townhome development is separated from this neighborhood by NE Delaware Avenue, which is a major roadway and creates a clear barrier between the two areas. While the development will add additional residential units, it's staff's opinion that this separation will limit direct impacts to the private pond.

The proposed townhome development will also include its own wet bottom detention basin, which could potentially serve as an on-site feature for residents. The proposed development also intends to provide amenities such as a clubhouse and pool for their residents to use. Amenities as such would likely reduce the number of people attempting to access the private pond across the street.

While concerns about trespassing and litter are understandable, these issues are not typically handled through zoning regulations. Managing access to the private pond will continue to be the responsibility of the homeowner's association, with help from law enforcement if needed.

Traffic:

A traffic impact study (TIS) has been completed for this area. For safety purposes, the study recommends modifying the median on NE Delaware Avenue to provide a southbound left-turn lane.

Some key findings from the TIS include:

- A development of 200 townhomes is projected to generate approximately 82 additional trips during the AM peak hour and 104 additional trips during the PM peak hour.
- Projected east/west traffic volumes approaching the NE Delaware Avenue and Fountain View Blvd intersection are:
    - **AM peak:** 25 trips from the existing neighborhood to the west; 62 trips from the new development to the east
    - **PM peak:** 20 trips from the existing neighborhood to the west; 39 trips from the new development to the east

Overall, this level of additional traffic on the five-lane divided arterial is expected to have minimal impact on the operation of either the intersection or NE Delaware Avenue.

Drainage and stormwater:

Many members of the public had concerns regarding drainage and storm water. City Engineering staff have completed an initial review of the proposed detention located in the northeast corner of the site. The detention outlet pipe is designed to discharge into the existing storm sewer along the east side of NE Delaware, ultimately draining to the creek north of the subject property. As a result, all site drainage will remain on the east side of NE Delaware. Furthermore, in accordance with the City's detention flow requirements, the proposed townhome development—at a density of 12 units per acre—is not expected to impact the Fountain View development, as post-development discharge rates will not exceed existing conditions.

Rental vs. Ownership:
Some members of the public asked whether the proposed townhomes would be owned or rented. Zoning does not treat rental and owner-occupied housing differently. The proposed rezoning restricts development to townhomes and does not allow apartment-style buildings. However, the townhomes could still be owned or rented. Regardless of ownership type, all future development must follow the rules and allowable uses of the zoning district, along with all site plan requirements.

Proposed Layout: Members of the public raised questions about screening, density, and the overall layout of the proposed development. These detail items will be reviewed later in the development process should the rezoning be approved. City staff will then review the site plan to make sure the project includes adequate buffering, landscaping, and building placement along both NE Delaware Avenue and Interstate 35. As shown, medium-density developments (around 12 units per acre) can look attractive and fit well with the area when they include a mix of materials, changes in rooflines, and good spacing between buildings. During the site plan process, staff will review the design, layout and landscaping to make sure the development creates a visually pleasing streetscape along NE Delaware Avenue and Interstate 35. Per Ankeny Code buildings along the interstate and NE Delaware Avenue will be required to be oriented with greater variation and limit repetitive design. A buffer yard will also be required along NE Delaware avenue and Interstate 35.







12 Units per acre (5 acres)



Buffering

Summary:

Based on the factors outlined above, City staff has determined that the proposed rezoning of 16.62 acres from R-1, One-Family Residence District to R-3, Multi-family Residence District, restricted to 12 units per acre and no apartments is appropriate

Therefore, Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hubbell Realty Company on behalf of the property owners, Richard H. Meridith and Martha J. Meridith, to rezone 16.62 acres from R-1, One-Family Residence District to R-3, Multiple Family Residence District, restricted to 12 units per acre and no apartments.

March 09, 2026

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Jensen
City of Ankeny
Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Meridith Property Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

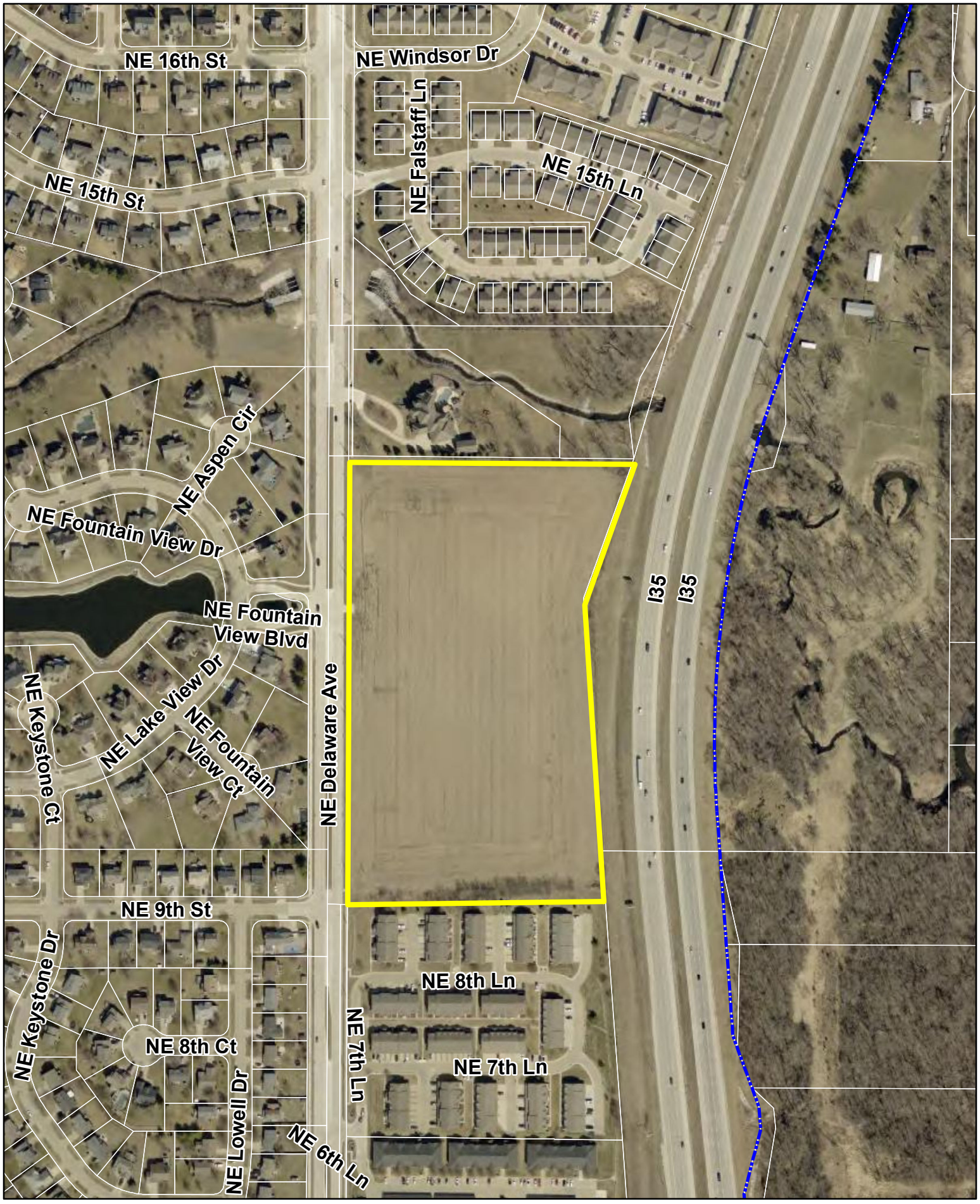
On behalf of Hubbell Realty Company, we submit herewith the following rezoning request to rezone approximately 16.62 acres located Northeast of NE Delaware Avenue/NE 9th Street, East of Interstate 35 and west of NE Delaware Avenue. The existing zoning on the property is R-1 One-Family Residential, and we are requesting to rezone 16.62 acres to R-3 Multiple-Family Residence District, restricted to 12 units per acre, no apartments. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Ryan Hardisty, P.E.

cc: Kevin Lohry, Hubbell Realty Company



N

1 inch = 306 feet

Date: 3/25/2026

Meridith Property Rezoning
Aerial map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME

Ord 2261 An Ordinance amending Chapter 31 of the Code of Ordinances of the City of Ankeny, Iowa by amending provisions pertaining to the Ankeny Human Rights Commission.

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL

ACTION REQUESTED
Ordinance – 1st Reading
LEGAL
No legal review required

EXECUTIVE SUMMARY

The proposed amendments revise Chapter 31 to better align the City's Human Rights Commission with its intended advisory and referral role. The ordinance clarifies that the Commission is nonjudicial in nature, recognizes the authority of the Iowa Office of Civil Rights, and emphasizes the use of that agency's procedures and programs. The revised purpose language also removes older policy language that is broader than the current operational role described in the proposed chapter amendments.

A key amendment is the revision to member terms from three years to two years. This change is mandatory as a result of Senate File 579, signed by Governor Reynolds on March 10, 2026, and effective July 1, 2026. The ordinance has therefore been drafted to bring Chapter 31 into compliance with state law.

CITY MANAGER/STAFF RECOMMENDATIONS:

Consider motion to accept first consideration of ORDINANCE 2261.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

The City does not anticipate a fiscal impact associated with the proposed changes to Chapter 31.

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to accept first consideration of ORDINANCE 2261.

ATTACHMENTS

1. Ord - Chapter 31 HRC - Redlined
2. Ord - Chapter 31 HRC - Revised Ordinance

ORDINANCE XXXX

An Ordinance Amending Chapter 31 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to the Ankeny Human Rights Commission

---

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

SECTION 1. SECTION MODIFIED: That Section 31.01 Purpose of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.01 PURPOSE.

~~The purpose of this chapter is to establish a nonjudicial Human Rights Commission consistent with the Iowa Civil Rights Act; to recognize the authority of the Iowa Civil Rights Commission and foster use of its procedures and programs; and to proclaim a public policy of nondiscrimination by securing freedom from discriminatory practices, protecting individual dignity, ensuring their full productive capacities, preserving the public safety, health, and general welfare, and promoting the interests, rights, and privileges of individual citizens within the City.~~

The purpose of this chapter is to establish a nonjudicial Human Rights Commission consistent with the Iowa Civil Rights Act; to recognize authority of the Iowa Office of Civil Rights and foster use of its procedures and programs.

SECTION 2. SECTION MODIFIED: That Section 31.03 Commission Appointed of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.03 COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of ~~five~~three (~~5~~ 3) members appointed by the Mayor with approval of the City Council. ~~Appointments shall take into consideration the various racial, religious, cultural, and social groups and geographical areas within the City insofar as may be practicable.~~
2. The term of appointment shall be two~~three~~ (2~~3~~) years from January 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.
3. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.
4. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as

allowed by the City Council pursuant to such procedures and policies. ~~for the reimbursement of expenses as shall be established by the City from time to time.~~

5. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as needed for that purpose.

SECTION 3. SECTION MODIFIED: That Section 31.04 Powers and Duties of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.04 POWERS AND DUTIES.

The commission's powers and duties include:

1. Receiving information, concerns, or inquiries from residents regarding human rights matters and referring such matters to the appropriate City official, the Iowa Office of Civil Rights, or another agency having jurisdiction.~~Studying the existence, character, causes, and extent of discrimination within the City because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability, and to attempt the elimination of such discrimination by education and understanding.~~
2. Assisting the City with promoting public awareness, and education concerning human rights, and equal opportunity non-discrimination principles through informational activities and as approved by the City.~~Promoting good will among the various racial, religious, and ethnic groups within the City and to minimize or eliminate discriminatory practices.~~
3. Providing intake assistance for complaints from individuals who may be victims of discriminatory practices and refer such complaints to the Iowa Office of Civil Rights~~Iowa Civil Rights Commission~~ for investigation and adjudication.
4. ~~With approval of the City Council and with the assistance of the City staff, receiving administering, dispensing and accounting for any City funds that may be allocated, any donations that may be voluntarily contributed to the commission, or any grants that may be awarded to the commission for furthering the purposes of this chapter.~~
5. ~~Making recommendations to the City Council for such further legislation concerning discrimination because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability as it may deem necessary and desirable.~~
6. Preparing and transmitting to the City Manager, Mayor and City Council an annual written report describing activities and functions. ~~from time to time, as deemed necessary by the commission, through written report or oral presentation to the City Council, describing its activities and functions.~~

SECTION 4. 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 5. 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 BLANK day of BLANK MONTH, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK MONTH, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ORDINANCE XXXX

An Ordinance Amending Chapter 31 of the Code of Ordinances of The City of Ankeny, Iowa by amending provisions pertaining to the Ankeny Human Rights Commission

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31.01 PURPOSE.

The purpose of this chapter is to establish a nonjudicial Human Rights Commission consistent with the Iowa Civil Rights Act; to recognize authority of the Iowa Office of Civil Rights and foster use of its procedures and programs.

SECTION 2. SECTION MODIFIED: That Section 31.03 Commission Appointed of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.03 COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of three (3) members appointed by the Mayor with approval of the City Council.
2. The term of appointment shall be two (2) years from January 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.
3. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.
4. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies.
5. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as needed for that purpose.

SECTION 3. SECTION MODIFIED: That Section 31.04 Powers and Duties of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.04 POWERS AND DUTIES.

The commission's powers and duties include:

1. Receiving information, concerns, or inquiries from residents regarding human rights matters and referring such matters to the appropriate City official, the Iowa Office of Civil Rights, or another agency having jurisdiction.
2. Assisting the City with promoting public awareness, and education concerning human rights, and equal opportunity non-discrimination principles through informational activities and as approved by the City.
3. Providing intake assistance for complaints from individuals who may be victims of discriminatory practices and refer such complaints to the Iowa Office of Civil Rights for investigation and adjudication.
4. Preparing and transmitting to the City Manager, Mayor and City Council an annual written report describing activities and functions.

SECTION 4. 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 5. 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 BLANK day of BLANK MONTH, 2026.

_____

Bobbi B. Bentz, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Published in the
Des Moines Register
on the BLANK day of BLANK MONTH, 2026

1st Consideration 00/00/2026
2nd Consideration 00/00/2026
3rd Consideration 00/00/2026

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
$19,550,000 General Obligation Bonds, Series 2026A

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Resolution
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The proposed resolutions authorize and provide for the issuance of $19,550,000 General Obligation Bonds, Series 2026A, including approval of the tax exemption certificate, continuing disclosure certificate and appointing UMB Bank, N.A. as the paying agent, bond registrar and transfer agent.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Consider motion to adopt RESOLUTION authorizing and providing for the issuance of $19,550,000 General Obligation Bonds, Series 2026A, and amending a levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

ATTACHMENTS

1. Resolution
2. Paying Agent; Bond Registrar and Transfer Agent Agreement
3. Resolution
4. Tax Exemption Certificate
5. Continuing Disclosure Certificate

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, $19,550,000 General Obligation Bonds, Series 2026A, dated June 17, 2026, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $19,550,000 General Obligation Bonds, Series 2026A, dated June 17, 2026.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 1st day of June, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 17, 2026 by and between the City of Ankeny hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $19,550,000 General Obligation Bonds, Series 2026A, dated June 17, 2026 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, 403, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if

funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Ankeny
City Clerk
410 W. First Street
Ankeny, Iowa 50023

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 17th day of June, 2026.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

4912-6984-7213-1\10174-771

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $19,550,000 GENERAL OBLIGATION BONDS, SERIES 2026A, AND AMENDING A LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $19,550,000 GENERAL OBLIGATION BONDS, SERIES 2026A, AND AMENDING A LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and

widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $16,250,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping a new city park near Deer Creek; and acquisition, construction, reconstruction, enlargement, improvement, and equipping the Hawkeye Park Sports Complex, including tennis court reconstruction, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed $1,380,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 75,000, and the Bonds for these purposes do not exceed $1,384,499; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plans, as amended, for the Amended and Restated 1991 City of Ankeny Urban Renewal Area (1991), the Amended and Restated Northeast Ankeny Urban Renewal Area (NE), and the 1989 Ankeny Economic Development Urban Renewal Area (1989), including the NE 18th Street Bridge over Interstate 35 (NE), Interstate 35 and NE 36th Street Interchange Improvements (NE), NE Spectrum Drive RCB Culvert (NE), South Ankeny Boulevard and SE Oralabor Road Intersection Improvements (1989), West 1st Street Widening and Improvements – Phase 2 (1989), and SW 4th Street Reconstruction and Uptown Parking Improvements (1991), essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue General Obligation Urban Renewal Bonds, for such purpose(s) to the amount of not to exceed $4,700,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of $19,550,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale; and

WHEREAS, on March 2, 2026, the City Council adopted a certain resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF $20,855,000 GENERAL OBLIGATION BONDS, SERIES 2026, AND LEVYING A TAX FOR THE PAYMENT THEREOF";

WHEREAS, due to certain changes in the overall financing plans of the City and the actual sale of the Bonds, it is necessary to make numerous changes to the resolution adopted March 2, 2026.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.

- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.

- "Bonds" shall mean $19,550,000 General Obligation Bonds, Series 2026A, authorized to be issued by this Resolution.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city

parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, enlargement, improvement, and equipping a new city park near Deer Creek; and acquisition, construction, reconstruction, enlargement, improvement, and equipping the Hawkeye Park Sports Complex, including tennis court reconstruction; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plans, as amended, for the Amended and Restated 1991 City of Ankeny Urban Renewal Area (1991), the Amended and Restated Northeast Ankeny Urban Renewal Area (NE), and the 1989 Ankeny Economic Development Urban Renewal Area (1989), including the NE 18th Street Bridge over Interstate 35 (NE), Interstate 35 and NE 36th Street Interchange Improvements (NE), NE Spectrum Drive RCB Culvert (NE), South Ankeny Boulevard and SE Oralabor Road Intersection Improvements (1989), West 1st Street Widening and Improvements – Phase 2 (1989), and SW 4th Street Reconstruction and Uptown Parking Improvements (1991).

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this amending resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Administrative Services Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Ankeny, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$6,259,055.56*	2026/2027
$4,261,250.00	2027/2028
$3,213,750.00	2028/2029
$3,199,750.00	2029/2030
$1,024,750.00	2030/2031
$1,026,500.00	2031/2032
$1,021,250.00	2032/2033
$1,019,250.00	2033/2034
$1,020,250.00	2034/2035
$1,029,000.00	2035/2036

*A levy ($6,321,405.56) is included in the budget certified and will be used to pay the principal and interest of the Bonds coming due in fiscal year 2026/2027, balance shall be used to reduce future levies. Subsequent levies approved on March 2, 2026 are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2025 will be collected during the fiscal year commencing July 1, 2026.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Polk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2026 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended

therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of $19,550,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2026A", be dated June 17, 2026, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2026, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of $5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$5,325,000	5.000%	2027
$3,550,000	5.000%	2028
$2,680,000	5.000%	2029
$2,800,000	5.000%	2030
$ 765,000	5.000%	2031
$ 805,000	5.000%	2032
$ 840,000	5.000%	2033
$ 880,000	5.000%	2034
$ 925,000	5.000%	2035
$ 980,000	5.000%	2036

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2034, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Bonds are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Bonds shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the

principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by

book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and

regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"GENERAL OBLIGATION BOND"
"SERIES 2026A"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: June 17, 2026
CUSIP No.: _____

"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2026, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26, 384.28 and 403.12 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base

system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, enlargement, improvement, and equipping a new city park near Deer Creek; and acquisition, construction, reconstruction, enlargement, improvement, and equipping the Hawkeye Park Sports Complex, including tennis court reconstruction; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plans, as amended, for the Amended and Restated 1991 City of Ankeny Urban Renewal Area (1991), the Amended and Restated Northeast Ankeny Urban Renewal Area (NE), and the 1989 Ankeny Economic Development Urban Renewal Area (1989), including the NE 18th Street Bridge over Interstate 35 (NE), Interstate 35 and NE 36th Street Interchange Improvements (NE), NE Spectrum Drive RCB Culvert (NE), South Ankeny Boulevard and SE Oralabor Road Intersection Improvements (1989), West 1st Street Widening and Improvements – Phase 2 (1989), and SW 4th Street Reconstruction and Uptown Parking Improvements (1991), in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2034, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Resolution.

This Bond and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any bond issued hereunder or the security therefor, such Bond shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: June 17, 2026
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF ANKENY, STATE OF IOWA

By: _____(manual or facsimile signature)_____
Mayor

ATTEST:

By: _____(manual or facsimile signature)_____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Administrative Services Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 1st day of June, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

TAX EXEMPTION CERTIFICATE

of

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

$19,550,000 General Obligation Bonds, Series 2026A

This instrument was prepared by:

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

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 17, 2026, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $19,550,000 General Obligation Bonds, Series 2026A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

- "Bonds" means the $19,550,000 aggregate principal amount of General Obligation Bonds, Series 2026A, of the Issuer issued in registered form pursuant to the Resolution.

- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than $20,768,383.15, as set forth in Exhibit A.

- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, enlargement,

improvement, and equipping a new city park near Deer Creek; and acquisition, construction, reconstruction, enlargement, improvement, and equipping the Hawkeye Park Sports Complex, including tennis court reconstruction; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plans, as amended, for the Amended and Restated 1991 City of Ankeny Urban Renewal Area (1991), the Amended and Restated Northeast Ankeny Urban Renewal Area (NE), and the 1989 Ankeny Economic Development Urban Renewal Area (1989), including the NE 18th Street Bridge over Interstate 35 (NE), Interstate 35 and NE 36th Street Interchange Improvements (NE), NE Spectrum Drive RCB Culvert (NE), South Ankeny Boulevard and SE Oralabor Road Intersection Improvements (1989), West 1st Street Widening and Improvements – Phase 2 (1989), and SW 4th Street Reconstruction and Uptown Parking Improvements (1991) including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means R. Seelaus & Co., LLC of Summit, New Jersey, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on June 1, 2026, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, and (5) with respect to Bond Yield, review of

the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of $1,218,383.15), less underwriter's discount of $83,087.50, received at Closing are expected to be deposited and expended as follows:

(a) $106,850 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $20,578,445.65 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project (anticipated to be allocated as follows: $14,577,455 to CIP Projects, $1,479,000 to Stormwater Projects, $3,001,000 to TIF #1 (1989), $150,000 to TIF #2 (1991), $1,360,000 to TIF #3 (NE), and $10,990.65 rounding to be allocated as needed) and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, sidewalks and pedestrian underpasses and overpasses, bridges, culverts, retaining walls, underpasses, grade crossing separations and approaches, storm sewers, sanitary sewers, water service lines, street lighting fixtures, connections, facilities and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; acquisition, construction, reconstruction, enlargement, improvement, and equipping a new city park near Deer Creek; and acquisition, construction, reconstruction, enlargement, improvement, and equipping the Hawkeye Park Sports Complex, including tennis court reconstruction; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plans, as amended, for the Amended and Restated 1991 City of Ankeny Urban Renewal Area (1991), the Amended and Restated Northeast Ankeny Urban Renewal Area (NE), and the 1989 Ankeny Economic Development Urban Renewal Area (1989), including the NE 18th Street Bridge over Interstate 35 (NE), Interstate 35 and NE 36th Street Interchange Improvements (NE), NE Spectrum Drive RCB Culvert (NE), South Ankeny Boulevard and SE Oralabor Road Intersection Improvements (1989), West 1st Street Widening and Improvements – Phase 2 (1989), and SW 4th Street Reconstruction and Uptown Parking Improvements (1991).

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business

carried on by a non-governmental unit to the extent which would create excessive private activity over the life of the Bonds so as to cause the Bonds to be private activity bonds. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the

Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000, and the Bonds meet the safe harbor set forth in Code Section 148(f)(4)(A) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.041017% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

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

1) 15 percent spent within six months of the Closing Date;

2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 3.61%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

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

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

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

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3.61%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

_____

Administrative Services Director , City of Ankeny, State of Iowa

(SEAL)

EXHIBIT "A"

$19,550,000 GENERAL OBLIGATION BONDS, SERIES 2026A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of R. Seelaus & Co., LLC ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 18, 2026.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser’s interpretation of any laws, including

specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

R. SEELAUS & CO., LLC

By:_____

Name:_____

Dated: June 17, 2026

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

CERTIFICATE OF MUNICIPAL ADVISOR

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of $19,550,000 General Obligation Bonds, Series 2026A, of the Issuer (the "Bonds").

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

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature this 17th day of June, 2026.

ANKENY, IOWA

By:_____

Title: Administrative Services Director

4909-9741-3805-1\10174-771

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ankeny, State of Iowa (the "Issuer"), in connection with the issuance of $19,550,000 General Obligation Bonds, Series 2026A (the "Bonds") dated June 17, 2026. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 1, 2026 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated May 18, 2026.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2025/2026 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Property Valuations", "Gross Taxable Valuation by Class of Property", "Trend of Valuations", "Larger Taxpayers", "Levies and Tax Collections", "Debt Limit", "Direct Debt", "Other Debt", "Indirect General Obligation Debt", "Debt Ratios", and "Tax Rates".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 17th day of June, 2026.

CITY OF ANKENY, STATE OF IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ankeny, Iowa.

Name of Bond Issue: $19,550,000 General Obligation Bonds, Series 2026A

Dated Date of Issue: June 17, 2026

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF ANKENY, STATE OF IOWA

By: _____
Its: _____

4910-1638-5689-1\10174-771

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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

ITEM NAME
$6,615,000 Water Revenue Bonds, Series 2026B

ORIGINATING DEPARTMENT
City Manager's Office

COUNCIL GOAL
Exercise Financial Discipline

ACTION REQUESTED
Resolution
LEGAL
Item reviewed by legal counsel

EXECUTIVE SUMMARY

The proposed resolutions authorize and provide for the issuance of $6,615,000 Water Revenue Bonds, Series 2026B, including approval of the tax exemption certificate, continuing disclosure certificate and appointing UMB Bank, N.A. as the paying agent, bond registrar and transfer agent.

CITY MANAGER/STAFF RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S)

FISCAL IMPACT

PUBLIC OUTREACH EFFORTS

ACTION REQUESTED

Consider motion to adopt RESOLUTION appointing UMB Bank, N.A. of West Des Moines, Iowa, to serve as paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the agreement.

Consider motion to adopt RESOLUTION authorizing and providing for the issuance and securing the payment of $6,615,000 Water Revenue Bonds, Series 2026B, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the bonds, which includes approval of tax exemption certificate and approval of the continuing disclosure certificate.

ATTACHMENTS

1. Resolution
2. Paying Agent; Bond Registrar and Transfer Agent Agreement
3. Resolution
4. Tax Exemption Certificate
5. Continuing Disclosure Certificate

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, $6,615,000 Water Revenue Bonds, Series 2026B, dated June 17, 2026, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $6,615,000 Water Revenue Bonds, Series 2026B, dated June 17, 2026.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 1st day of June, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 17, 2026 by and between the City of Ankeny hereinafter called "ISSUER", and UMB Bank, N.A., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the "AGENT".

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the "Bond Document" certain bonds, certificates, notes and/or other debt instruments, more particularly described as $6,615,000 Water Revenue Bonds, Series 2026B, dated June 17, 2026 hereinafter called the "Bonds"; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar, transfer and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar, transfer and paying agent and is willing to serve in such capacities for the ISSUER;

NOW THEREFORE, in consideration of mutual promises and covenants herein contained the parties agree as follows:

1. The ISSUER has designated and appointed the AGENT as registrar, transfer and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

(a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;

(b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;

(c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and

(d) Unless Paragraph 20 hereof is applicable and if requested in writing by AGENT, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and

maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds, delivery of notices, and for all other purposes shall be subject to the provisions of the Bond Document. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. In the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge legally required to be withheld for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have

been lost, destroyed, stolen or otherwise wrongfully taken, but may first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the ISSUER of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final maturity of the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. The records maintained by AGENT in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. AGENT agrees that its use of the records will be limited to the purposes of this Agreement and that AGENT will make no private use or permit any private access thereto without the prior written consent of the ISSUER, which shall not be unreasonably withheld.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the ISSUER shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar, and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the ISSUER and AGENT in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees. AGENT shall use commercially reasonable efforts to provide notice to the Issuer prior to performing extraordinary services or incurring such costs and expenses; provided,

however, that AGENT's right to compensation hereunder shall not be affected by any failure to provide such prior notice.

18. The AGENT may resign, or be removed by the ISSUER upon a date which, unless otherwise waived by the other party, is (a) at least thirty days after the receipt of written notice to the other and (b) in the case such notice is given by the AGENT, at least fifteen days prior to the next succeeding principal or interest payment date. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate, but AGENT shall not be discharged from any liability for actions taken as AGENT under this Agreement prior to such resignation or removal. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the ISSUER within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with nationally recognized legal counsel in accordance with its internal policies and procedures, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

(a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.

(b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.

(c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.

(d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then

the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall not be liable for any error in judgment in fulfilling its obligations under this Agreement or the Bond Document that is made in good faith by an officer or employee of the AGENT unless it shall be determined by a court of competent jurisdiction that the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. The Bond Document and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Bond Document. In the event of inconsistent language between the Bond Document and this Agreement, the terms of the Bond Document shall prevail.

24. AGENT shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered bonds including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

25. In the event any payment check representing payment of interest or principal on the Bonds is returned to the AGENT or is not presented for payment, or if any Bond is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Bonds shall have been made available to the AGENT for

the benefit of the owner thereof, all liability of the ISSUER to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the AGENT to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Bonds. The AGENT'S obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the AGENT, shall surrender any remaining funds so held to the ISSUER, whereupon any claim under this Agreement by the Bond owners of such interest or Bonds of whatever nature shall be made upon the ISSUER.

26. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If AGENT consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including this Agreement) to another corporation which is a transfer agent properly registered with and in compliance with the rules of the Securities and Exchange Commission, AGENT shall provide written notice to ISSUER of such event at least sixty (60) days prior to its becoming effective, and the successor corporation without any further act shall be the successor AGENT. Except as provided in this section this Agreement may not be assigned by any party without the written consent of the other party.

28. All notices, demands, and requests required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by telecopy and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:
UMB Bank, N.A.
Attn: Corporate Trust & Escrow Services
7155 Lake Drive, Suite 120
West Des Moines, Iowa 50266

If to ISSUER:
City of Ankeny
City Clerk
410 W. First Street
Ankeny, Iowa 50023

29. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be

deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

30. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

31. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the ISSUER and the AGENT, the AGENT shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the ISSUER and the AGENT. The AGENT shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands and seals as of this 17th day of June, 2026.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

UMB BANK N.A., as PAYING AGENT/REGISTRAR

By: _____

_____
(Title)

ATTEST:

By: _____

_____
(Title)

EXHIBIT A

Paying Agent/Registrar's Fee

4912-6790-0590-1\10174-772

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $6,615,000 WATER REVENUE BONDS, SERIES 2026B, OF THE CITY OF ANKENY, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE BONDS, WHICH INCLUDES APPROVAL OF TAX EXEMPTION CERTIFICATE AND APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

_____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $6,615,000 WATER REVENUE BONDS, SERIES 2026B, OF THE CITY OF ANKENY, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE BONDS, WHICH INCLUDES APPROVAL OF TAX EXEMPTION CERTIFICATE AND APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the City Council of the City of Ankeny, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Water Utility, sometimes hereinafter referred to as the "System", and the Net Revenues have not been pledged and are available for the payment of Revenue Bonds, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Revenue Bonds to the extent of not to exceed $7,100,000 for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and

WHEREAS, there have been heretofore issued certain Water Revenue Bonds, part of which remain outstanding and are a lien on the Net Revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the Prior Bond Resolutions authorizing the issuance of the Outstanding Obligations it is provided that Additional Obligations may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System or refunding outstanding obligations, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations; and

WHEREAS, a statement of PFM Financial Advisors LLC, an Independent Financial Consultant not in the regular employ of Issuer, has been placed on file in the office of the City Clerk, showing the conditions and limitations of the Prior Bond Resolutions, with regard to the sufficiency of the revenues of the System to permit the issuance of Additional Obligations ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed $7,100,000 Water Revenue Bonds has heretofore been duly published and no objections to such proposed action have been filed; and the Issuer desires to proceed with the issuance of $6,615,000 Water Revenue Bonds, Series 2026B.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Obligations" shall mean any water revenue bonds or notes issued on a parity with the Bonds in accordance with the provisions of Section 22 hereof.

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean the person in whose name such Bond is recorded as the beneficial owner of a Bond by a Participant on the records of such Participant or such person's subrogee.

- "Bonds" shall mean $6,615,000 Water Revenue Bonds, Series 2026B, authorized to be issued by this Resolution.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the

Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds" shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Bonds.

- "DWSRF Obligations" shall mean bonds, notes or other obligations as may be issued in connection with the Issuer's participation in the Iowa Drinking Water State Revolving Fund Program administered by the Iowa Finance Authority and Iowa Department of Natural Resources which DWSRF Obligations may be Senior DWSRF Obligations or subordinate DWSRF Obligations.

- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.

- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.

- "Issuer" and "City" shall mean the City of Ankeny, State of Iowa.

- "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Bonds and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

- "Original Purchaser" shall mean the purchaser of the Bonds from Issuer at the time of their original issuance.

- "Outstanding Obligations" shall mean the Water Revenue Bonds, Series 2017B, dated May 31, 2017 issued in accordance with Resolution adopted May 15, 2017; Water Revenue Bonds, Series 2018B, dated May 30, 2018 issued in accordance with Resolution adopted May 7, 2018; Water Revenue Bonds, Series 2019B, dated May 28, 2019 issued in accordance with Resolution adopted May 6, 2019; Water Revenue Bonds, Series 2020B, dated June 9, 2020 issued in accordance with Resolution adopted May 18, 2020; Water Revenue Capital Loan Notes, Series 2021B, dated April 23, 2021 issued in accordance with Resolution adopted April 5, 2021; Water Revenue Capital Loan Notes, Series 2023A, dated April 21, 2023 issued in accordance with Resolution adopted April 3, 2023; Water Revenue Capital Loan Notes, Series 2023C, dated May 19, 2023 issued in accordance with Resolution adopted May 1, 2023; Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023 issued in accordance with Resolution adopted December 4, 2023; Water Revenue Bonds, Series 2024B, dated June 20, 2024 issued in accordance with Resolution adopted May 20, 2024; Water Revenue Capital Loan Notes, Series 2025, dated August 22, 2025 issued in accordance with Resolution adopted August 4, 2025; and Water Revenue Capital Loan Notes, Series 2025C, dated December 19, 2025 issued in accordance with Resolution adopted December 1, 2025, and bonds which are still outstanding and unpaid and remain a lien on the Net Revenues of the System for the extent outlined in Exhibit B attached hereto.

- "Parity Obligations" shall mean water revenue bonds or notes payable solely from the Net Revenues of the System on an equal basis with the Bonds herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Permitted Investments" shall mean:

  - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

  - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

    - Export - Import Bank
    - Farm Credit System Financial Assistance Corporation
    - USDA - Rural Development
    - General Services Administration

- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

■ repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

■ senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

■ U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

■ commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

■ investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

■ pre-refunded municipal obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on

the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

■ tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

■ an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

■ Iowa Public Agency Investment Trust.

• "Prior Bond Resolutions" shall mean the resolutions authorizing the Outstanding Obligations adopted on May 15, 2017; May 7, 2018; May 6, 2019; May 18, 2020; April 5, 2021; April 3, 2023; May 1, 2023; December 4, 2023; May 20, 2024; August 4, 2025; and December 1, 2025.

• "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

• "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

• "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.

• "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Bonds and Parity Obligations; (b) 10% of the stated principal amount of the Bonds and Parity Obligations or (c) 125% of the average annual principal and interest coming due on the Bonds and Parity Obligations. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue.

• "Resolution" shall mean this resolution authorizing the issuance of the Bonds.

• "Subordinate Obligations" shall mean notes, bonds or other obligations issued with a right to payment from the Net Revenues and secured by a lien on the Net

Revenues, but expressly junior and subordinate to the Bonds, Parity Obligations, Additional Obligations.

- "System" shall mean the Municipal Water Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Bonds or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Administrative Service Director and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Administrative Services Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Bonds under section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Bonds authorized by this Resolution shall be issued pursuant to Subchapter V, Chapter 384 of the City Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Water Revenue Bonds of the City, in the County of Polk, State of Iowa, Series 2026B, in the aggregate amount of $6,615,000 for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the improvements along SW Des Moines Street and South Ankeny Boulevard, Elevated Water Storage Tower No. 4, and SCADA System Improvements.

Section 4. Source of Payment. The Bonds herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the Net Revenues of the System and shall be a first lien on the future Net Revenues of the System. The Bonds shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Bonds.

Section 5. Bond Details. Water Revenue Bonds of the City in the amount of $6,615,000 shall be issued pursuant to the provisions of Section 384.82 of the Code of Iowa for the aforesaid purpose. The Bonds shall be designated "WATER REVENUE BOND, SERIES 2026B", be dated June 17, 2026, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on December 1, 2026 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of $5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$195,000	5.000%	2027
$215,000	5.000%	2028
$225,000	5.000%	2029
$235,000	5.000%	2030
$245,000	5.000%	2031
$260,000	5.000%	2032
$270,000	5.000%	2033
$285,000	5.000%	2034
$300,000	5.000%	2035
$315,000	5.000%	2036
$330,000	5.000%	2037
$345,000	5.000%	2038
$365,000	5.000%	2039
$385,000	4.000%	2040
$400,000	4.000%	2041
$415,000	4.000%	2042
$430,000	4.125%	2043
$450,000	4.250%	2044
$465,000	4.375%	2045
$485,000	4.375%	2046

Section 6. Redemption. Bonds maturing after June 1, 2034, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give such notice by mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of the principal amount is prepaid, the principal amount less the prepaid amount); and such Depository Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semi-annual interest for any Depository Bond shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated in or pursuant to the Representation Letter.

b) With respect to Depository Bonds, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of all other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Bonds to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Bonds, registration thereof, and issuance in Authorized Denominations), as long as the Bonds are Depository Bonds, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Bonds are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Bonds, if such substitution is authorized by law, the Issuer shall (A) designate a satisfactory

substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Bonds for replacement Bonds in Authorized Denominations.

d) To the extent authorized by law, if the Issuer determines to provide for the exchange of Depository Bonds for Bonds in Authorized Denominations, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Bonds to be so exchanged. The Registrar shall thereupon notify the owners of the Bonds and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Bonds will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear.

e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or

denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentment of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and

Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar, unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer authorizing the issuance of the Bonds.

2. A written order of Issuer signed by the Administrative Services Director directing the authentication and delivery of the Bonds to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein.

3. The opinion of Ahlers & Cooney, P.C., Bond Counsel, affirming the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF POLK"
"CITY OF ANKENY"
"WATER REVENUE BOND"
"SERIES 2026B"

Rate: _____
Maturity: _____
Bond Date: June 17, 2026
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Ankeny, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (_____) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2026, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Section 384.82 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the improvements along SW Des Moines Street and South Ankeny Boulevard, Elevated Water Storage Tower No. 4, and SCADA System Improvements, in conformity to a Resolution of the Council of the City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for

registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2034, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' notice of redemption shall be given to the registered owner of the Bond. Failure to give such notice by mail to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Resolution.

This Bond and the series of which it forms a part, other bonds ranking on a parity therewith, and any Additional Obligations or notes which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Municipal Water Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Bonds, and other bonds ranking on a parity therewith, as the same become due. This Bond is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: June 17, 2026
This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar
West Des Moines, Iowa 50266

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF ANKENY, STATE OF IOWA

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

By: _____(manual or facsimile signature)_____
City Clerk

(Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):

Individual*	_____	Corporation	_____
Partnership	_____	Trust	_____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Equality of Lien. The timely payment of principal of and interest on the Bonds and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Bond Proceeds – Project Fund. Proceeds of the Bonds shall be applied as follows:

- An amount sufficient to meet the Reserve Fund Requirement shall be deposited in the Reserve Fund.
- An amount sufficient to pay costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds.
- The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance.

The Project Fund shall be invested in accordance with Section 19 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Bonds are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and

for the payment of principal and interest on the Bonds and Parity Obligations and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Bonds, and as long as any of the Bonds or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Bonds and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Water Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Bonds and Parity Obligations. The fund shall be known as the Water Revenue Bond and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then outstanding Bonds and Parity Obligations plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and Parity Obligations as the same shall become due and payable.

c) Reserve Fund. Money in the Revenue Fund shall next be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Water Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 25 percent of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the

Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Bonds and Parity Obligations for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount.

d) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Bonds and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Bonds or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

e) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, may be used to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Bonds or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 18. Outstanding Obligations. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Resolution shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the Prior Bond Resolutions and this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the Bonds authorized by the resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

Section 19. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid

pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 20. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Bonds and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the bondholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually, or as otherwise required by law, by an Independent Auditor. The holders of any of the Bonds and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Bonds and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund and used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Bonds or Parity Obligations shall not be used to pay principal or interest on the Bonds and Parity Obligations or for payments into the Sinking Fund or Reserve Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Bonds upon request.

Section 21. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 22. Prior Lien and Parity Obligations. The Issuer will issue no other Bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Bonds or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Bonds with respect to the lien and claim of such Additional Obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

a) For the purpose of refunding any of the Bonds or Parity Obligations which shall have matured or which shall mature not later than three months after the date of

delivery of such refunding bonds and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

b) For the purpose of refunding any Bonds, Parity Obligations or general obligation bonds outstanding, or making extensions, additions, improvements or replacements to the System, if all of the following conditions shall have been met:

i. before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Bonds or Parity Obligations for both principal of and interest on all Bonds or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor or independent financial consultant, not a regular employee of the Issuer, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

ii. the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Bonds herein authorized.

iii. for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

iv. for the purposes of this Section, general obligation bonds shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds were issued or the proceeds of them were expended for the System.

v. for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Obligations.

Section 23. Disposition of Bond Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as

arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Bonds it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 24. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 25. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 26. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 27. Discharge and Satisfaction of Bonds. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and

satisfied with respect to the Bonds and Parity Obligations, or any of them, in any one or more of the following ways:

a) By paying the Bonds or Parity Obligations when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Bonds or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 28. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds and Parity Obligations, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 29. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds or Parity Obligations;

b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

c) to grant to or confer upon the holders of the Bonds or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Bonds;

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 30. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any Bonds which may then be held or owned by or for the account of the Issuer, but including such Refunding Bonds as may have been issued for the purpose of refunding any of such Bonds if such Refunding Bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

b) Materially affect the rights of the holders of less than all of the Bonds and Parity Obligations then outstanding; and

c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Bonds and Parity Obligations.

Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Bonds described in such certificate.

Section 31. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 32. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 1st day of June, 2026.

_____
Bobbi B. Bentz, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

TAX EXEMPTION CERTIFICATE

of

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

$6,615,000 Water Revenue Bonds, Series 2026B

This instrument was prepared by:

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

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TAX EXEMPTION CERTIFICATE

CITY OF ANKENY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 17, 2026, by the City of Ankeny, County of Polk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $6,615,000 Water Revenue Bonds, Series 2026B (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

- "Bonds" means the $6,615,000 aggregate principal amount of Water Revenue Bonds, Series 2026B, of the Issuer issued in registered form pursuant to the Resolution.

- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Financial Advisor" means PFM Financial Advisors LLC.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-l(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Reserve Fund, Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-l(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than $6,891,541.75, as set forth in Exhibit A.

- "Issuer" means the City of Ankeny, a municipal corporation in the County of Polk, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-l(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the improvements along SW Des Moines Street and South Ankeny Boulevard, Elevated Water Storage Tower No. 4, and SCADA System Improvements including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means TD Financial Products LLC of New York, New York, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds",

including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on June 1, 2026, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to amounts reasonably required in a reserve fund, the certifications of the Financial Advisor as set forth in Exhibit B hereto, and (6) with respect to Bond Yield, review of the Verification Certificate. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of $276,541.75), less underwriter's discount of $46,242.93, received at Closing are expected to be deposited and expended as follows:

(a) $67,934.37 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $6,777,364.45 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

(c) $0 will be deposited into the Reserve Fund (co-mingled with existing Reserve Fund $3,891,988.90).

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the improvements along SW Des Moines Street and South Ankeny Boulevard, Elevated Water Storage Tower No. 4, and SCADA System Improvements.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit to the extent which would create excessive private activity over the life of the Bonds so as to cause the Bonds to be private activity bonds. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility.

The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend

interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(4)(A) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

(e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.

(f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.

(g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds, the maximum annual principal and interest coming due on the Bonds, or 125% of the average annual principal and interest coming due on the Bonds. The Allowable Reserve Fund Amount is computed to be $511,425 (Maximum Annual Debt Service).

(2) "Reserve Fund" means that portion of the Revenue Fund as described in the Resolution.

(h) The Bond Fund and the Reserve Fund are funds which either (a) are reasonably expected to be used to pay debt service on the Bonds and Parity Bonds, or (b) are pledged to the payment of debt service on the Parity Bonds should other sources prove insufficient. The Bond Fund is a "sinking fund" as defined in Regulation 1.148-1(c)(2). The Bond Fund and the Reserve Fund apply to two or more issues, and each fund in the aggregate shall be referred to as a "Commingled Fund". Each Commingled

Fund shall be allocated among the various issues of Bonds and Parity Bonds according to the methods described below.

(i) For purposes of Subsection (h), the following terms shall have the meanings set forth below:

(1) "Bond Fund Allocation Factor" shall be determined by dividing the original face amount of the Bonds, $6,615,000, by the sum of the original face amounts of all outstanding Parity Bonds.

(2) "Parity Bonds" means the Bonds, and all other outstanding bonds of the Issuer ranking on a parity with the Bonds as set forth in the Resolution.

(3) "Reserve Fund Allocation Factor" shall be determined by dividing the original principal amount of the Bonds, $6,615,000 by the sum of the original face amounts of all outstanding Parity Bonds.

A portion of the investments in each Commingled Fund and earnings thereon shall be allocated to the Bonds by applying a certain percentage (the "Series 2026B Share") of the market value of the investments in the applicable Commingled Fund. Each time an issue of Parity Bonds is no longer outstanding and each time additional Parity Bonds are issued, the Issuer shall calculate the Series 2026B Share for the Bond Fund and Reserve Fund. The Series 2026B Share is determined for each Commingled Fund by applying the Bond Fund Allocation Factor and the Reserve Fund Allocation Factor, as applicable. Each time it shall be necessary to determine the earnings on the Bond Fund or the Reserve Fund, the Issuer shall multiply the earnings for the applicable Commingled Fund by the applicable Series 2026B Share. The Issuer may, at any time, use any other allocation method for the Reserve Fund or the Bond Fund allowed by Regulation 1.148-6(e)(6).

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 3.973642% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

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

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

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

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

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

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

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

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

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

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve

land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

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

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become

ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

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

1) 15 percent spent within six months of the Closing Date;

2) 60 percent spent within one year of the Closing Date;

3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 3.61%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

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

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

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

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 3.61%. Compliance with the final spending period shall be calculated using actual earnings.

- Election with respect to Reserve Fund earnings.

The Issuer elects pursuant to Code Section 148(f)(4)(C)(vi)(IV) to exclude earnings on the Reserve Fund from ACP and to comply with the rebate requirements from the Closing Date.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and

loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, the Reserve Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the date of deposit into the Reserve Fund, or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and

(2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or

opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

_____

Administrative Services Director , City of Ankeny, State of Iowa

(SEAL)

EXHIBIT "A"

$6,615,000 WATER REVENUE BONDS, SERIES 2026B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of TD Financial Products LLC ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***.

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 18, 2026.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

TD FINANCIAL PRODUCTS LLC

By:_____

Name:_____

Dated: June 17, 2026

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

CERTIFICATE OF MUNICIPAL ADVISOR

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR

I, the undersigned, do hereby certify that I am the _____ of PFM Financial Advisors LLC (the "Financial Advisor"). The Financial Advisor acknowledges that this Certificate is given, in part, as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of $6,615,000 Water Revenue Bonds, Series 2026B, of the Issuer (the " Bonds "), and as a basis for certain opinions of Ahlers & Cooney, P.C., Bond Counsel, with regard to the tax-exempt status of the Bonds. All definitions contained in the Tax Exemption Certificate are hereby incorporated by reference.

1. Since Issuer revenues are subject to changes beyond its control, potential purchasers of the Bonds expect a reserve fund to be established to provide some measure of protection for their investments and to provide a workout period for the Issuer in case of adversity.

2. A reasonable time period for providing a workout is one year. Therefore, the reserve fund provided in the Resolution authorizing the issuance of the Bonds is, in our opinion, reasonably required under current market conditions.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2026.

PFM FINANCIAL ADVISORS LLC

By:_____

Title:_____

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Administrative Services Director of the City of Ankeny, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Ankeny, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of $6,615,000 Water Revenue Bonds, Series 2026B, of the Issuer (the "Bonds").

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

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature this 17th day of June, 2026.

ANKENY, IOWA

By:_____

Title: Administrative Services Director

4911-6396-1006-1\10174-772

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Ankeny, State of Iowa (the "Issuer"), in connection with the issuance of $6,615,000 Water Revenue Bonds, Series 2026B (the "Bonds") dated June 17, 2026. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 1, 2026 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated May 18, 2026.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2025/2026 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the captions "Water Utility Rates and Charges", "Water Utility Sales History and Total Charges", "Number of Water Utility Customers", "Larger Water Utility Customers", and "Water Utility Revenue Debt".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

i. Principal and interest payment delinquencies;

ii. Non-payment related defaults, if material;

iii. Unscheduled draws on debt service reserves reflecting financial difficulties;

iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in

quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 17th day of June, 2026.

CITY OF ANKENY, STATE OF IOWA

By: _____
Bobbi B. Bentz, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Ankeny, Iowa.

Name of Bond Issue: $6,615,000 Water Revenue Bonds, Series 2026B

Dated Date of Issue: June 17, 2026

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20___.

CITY OF ANKENY, STATE OF IOWA

By: _____
Its: _____

4910-1645-3785-1\10174-772

ANKENY CITY COUNCIL

Ankeny City Council Agenda

June 1, 2026
5:30 PM

Bobbi Bentz, Mayor
Todd Shafer, Mayor Pro Tem

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