ANKENY CITY COUNCIL

Regular Meeting

Monday, June 3, 2024
5:30 PM
Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the June 3, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the June 3, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-30 Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1).

Action# C1-1. Consider motion to close Public Hearing 2024-30.

2. PH 2024-31 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to PUD, Planned Unit Development District, (Rezoning Area A).

Action# C2-1. Consider motion to close Public Hearing 2024-31.

3. PH 2024-32 Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2).

Action# C3-1. Consider motion to close Public Hearing 2024-32.

4. PH 2024-33 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B).

Action# C4-1. Consider motion to close Public Hearing 2024-33.

5. PH 2024-34 Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3).

Action# C5-1. Consider motion to close Public Hearing 2024-34.

6. PH 2024-35 Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4).

Action# C6-1. Consider motion to close Public Hearing 2024-35.

7. PH 2024-36 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C).

Action# C7-1. Consider motion to close Public Hearing 2024-36.

8. PH 2024-37 Proposed Amended Development Agreement between the City of Ankeny and Pet Parents, LLC.

Action# C8-1. Consider motion to close Public Hearing 2024-37.

9. PH 2024-38 Proposed Amended Development Agreement between the City of Ankeny and SPAL-USA, Inc.

Action# C9-1. Consider motion to close Public Hearing 2024-38.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of May 20, 2024, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Approval of official council actions of the special meeting of May 24, 2024, as published, subject to correction, as recommended by the City Clerk.

CA - 3 Receive and file minutes of the Plan and Zoning Commission meeting of May 07, 2024.

- **Licenses and Permits**

CA - 4 Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2024 - June 30, 2025.

CA - 5 Consider motion to approve the issuance of fireworks permits within the City of Ankeny to J & M Displays, to be held at Promenade Park at the conclusion of the following events:

- Sips & Songs: July 5, 2024 at approximately 10:00 PM (pending receipt of updated operator certificate)
- SummerFest: July 14, 2024 at approximately 9:30 PM (pending receipt of updated operator certificate)

CA - 6 Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

CA - 7 Consider motion to approve Change Order #1 decreasing the contract amount by $15,039.00 with HPC, LLC for construction services associated with Fire Station No. 4.

CA - 8 Consider motion to approve Payment #3 in the amount of $27,553.75 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main project.

CA - 9 Consider motion to approve Payment #12 in the amount of $100,942.19 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

CA - 10 Consider motion to approve Payment #2 in the amount of $16,962.03 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.

CA - 11 Consider motion to approve Payment #8 in the amount of $68,017.09 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

CA - 12 Consider motion to approve Payment #8 in the amount of $6,154.45 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

CA - 13 Consider motion to approve Payment #20 in the amount of $4,251.69 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

CA - 14 Consider motion to approve Payment #34 in the amount of $20,911.89 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

CA - 15 Consider motion to approve Payment #34 in the amount of $34,002.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

CA - 16 Consider motion to approve Payment #12 in the amount of $10,077.54 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

CA - 17 Consider motion to approve Payment #39 in the amount of $10,526.32 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

CA - 18 Consider motion to approve Payment #4 in the amount of $11,025.50 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion project.

CA - 19 Consider motion to approve Payment #1 in the amount of $11,762.25 to Snyder & Associates, for engineering services on the Sawgrass Park Dam Improvements project.

CA - 20 Consider motion to approve the June 3, 2024 Accounts Payable.

- **Community Development Items**

CA - 21 Consider motion to adopt **RESOLUTION** authorizing cost participation for 10-foot sidewalk; and accepting a Storm Water Management Facility Maintenance Covenants and Permanent Easement Agreement located on Lot 3, Campus Town Plat 1, and associated with the development of 1155 SW Prairie Trail Parkway, The Standard Site Plan.

CA - 22 Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 610 SE Creekview Drive; and associated with the development of the Manatts Building Addition Site Plan.

CA - 23 Consider motion to adopt **RESOLUTION** accepting a Public Water Main Easement, Private Water Main Easement, Public Ingress/Egress Easement, and a Storm Water Management Facility Maintenance Covenant and Permanent

Easement Agreement, located at Lot 2, Vintage Business Park at Prairie Trail Plat 5; and associated with the development of the Roseann Lofts Site Plan at 1630 and 1640 SW Magazine Road.

- **Engineering Items**

CA - 24 Consider motion to adopt **RESOLUTION** approving and authorizing the acquisition of property and property interests for the N Ankeny Boulevard - 1st Street to 11th Street Improvements.

CA - 25 Consider motion to adopt a **RESOLUTION** to adopt the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications as prepared by the Public Works Department and the Municipal Utilities Department for the City of Ankeny, Iowa.

CA - 26 Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development, Easement, and Maintenance Agreement with The District Association, Inc., concerning seasonal gate installation in City right-of-way for the District Event Center in the City of Ankeny, Iowa.

- **Capital Improvement Projects**

CA - 27 **Westwinds, Plat 9, Storm Sewer Extension:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with J&K Contracting in the amount of $130,388.10; and c) Final Payment #2 in the amount of $4,849.75 and Release of Retainage in the amount of $6,519.41.

CA - 28 Consider a motion to approve a professional services agreement with SystemWorks, LLC for Fire Station No. 4 building commissioning services.

CA - 29 Consider motion to adopt **RESOLUTION** ordering construction on the Watercrest Park Expansion project and fixing a date for hearing thereon and taking bids therefor. (date of bid opening: (6/25/24 @ 10:30 A.M. / date of hrg: 7/1/24 @ 5:30 P.M.)

- **Administrative Items**

CA - 30 Consider motion to approve agreement for crossing guard services for the 2024-2025 and 2025-2026 school years between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

CA - 31 Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to accept funding from the U.S. Department of Energy for the Energy Efficiency & Conservation Block Grant Program.

CA - 32 Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and MCF Operating, LLC (dba Mrs. Clark's Foods). (date of hrg: 6/17/2024 @ 5:30 p.m.)

CA - 33 Consider motion to authorize the Mayor to execute an agreement with the Iowa Department of Transportation for a RISE grant for the extension of SE Creekview Drive in the Metro North Business Park.

CA - 34 Consider motion to approve agreement with Barkpass, LLC for pet Licensing software as a Service (SaaS).

CA - 35 Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's South Zones with Perficut Commercial Site Management & Landscaping.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-35

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-35.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Mayoral appointments to Boards and Commissions as follows:
Library Board of Trustees: Reappointments to 4-year term: 7/01/2024 through 6/30/2028
    - Gene Lucht
    - John Meyer

Polk County Aviation Authority: Reappointment to 4-year term: 7/01/2024 through 6/30/2028
    - Jeff Wangsness

Action# H1-1. Consider motion approving mayoral appointments to expiring Board and Commission member seats as presented.

- **Approval of Ordinances:**

1. Ord 2168 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2168, sending it on its final passage and publication as required by law.

2. Ord 2169 An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors.

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2169.

3. Ord 2170 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 142 Mobile Food Vendors.

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2170.

Action# H3-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2170, sending it on its final passage and publication as required by law.

4. Ord 2171 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 11 Special Events.

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2171.

Action# H4-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2171, sending it on its final passage and publication as required by law.

5. Ord 2172 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (PH 2024-31).

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2172.

6. Ord 2173 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B) (PH 2024-33).

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2173.

7. Ord 2174 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C) (PH 2024-36).

Action# H7-1. Consider motion to accept first consideration of ORDINANCE 2174.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1) (PH 2024-30).

Action# J1-1. Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Low Density Residential (LUPA Area #1).

2. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2) (PH 2024-32).

Action# J2-1. Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Medium Density Residential (LUPA Area #2).

3. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land

Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3) (PH 2024-34).

Action# J3-1. Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to High Density Residential (LUPA Area #3).

4. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Low Density to High Density Residential use classification (LUPA Area #4) (PH 2024-35).

Action# J4-1. Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density to High Density Residential (LUPA Area #4).

5. Proposed Amended Development Agreement between the City of Ankeny and Pet Parents, LLC. (PH 2024-37)

Action# J5-1. Consider motion to adopt RESOLUTION approving an amended Development Agreement between the City of Ankeny and Pet Parents, LLC.

6. Proposed Amended Development Agreement - SPAL-USA, Inc. (PH 2024-38)

Action# J6-1. Consider motion to adopt RESOLUTION approving an Amended Development Agreement between the City of Ankeny and SPAL-USA, Inc.

7. $16,260,000 General Obligation Bonds, Series 2024A

Action# J7-1. 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.

Action# J7-2. Consider motion to adopt RESOLUTION authorizing and providing for the issuance of $16,260,000 General Obligation Bonds, Series 2024A, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

8. $3,780,000 Water Revenue Bonds, Series 2024B

Action# J8-1. 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.

Action# J8-2. Consider motion to adopt RESOLUTION authorizing and providing for the issuance and securing the payment of $3,780,000 Water Revenue Bonds, Series 2024B, 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.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

  City Manager
  City Attorney

- **Report of the Governing Body:**

  Mayor

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

- **Future Council Agenda Items:**

  - ***Public Hearing - MCF Operating, LLC Development Agreement Amendment - 6/17/24 @ 5:30 p.m.***
  - ***Council Action Planning Session - Transportation Master Plan Update - 6/17/24 @ 5:30 p.m.***
  - ***Public Hearing - Watercrest Park Expansion Project - 7/1/24 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the June 3, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the June 3, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-30: Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1).

EXECUTIVE SUMMARY:

Hope K Farms LLC is the property owner of approximately 57.74 acres; Land Use Plan Amendment Area #1 is located south of NE 126th Avenue, east of NE Delaware Avenue, and West of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to Low Density Residential. This request is accompanied by Rezoning Area A.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to amend The Ankeny Plan 2040, Comprehensive Plan, Future Land Use Map, reclassifying property from Office/Business Park to Low Density Residential (LUPA Area #1).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that the City Council approve the request by Hope K Farms LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC, LUPA Area #1, from Office/Business Park to Low Density Residential at their meeting on May 7, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-30.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution - Amending
PZ Minutes
Staff Report
Applicant Letter
Aerial Map - LUPA #1
PZ Stamped LUPA #1 Exhibit
Future Land Use Map - LUPA #1
LUPA Combined

PUBLIC HEARING 2024-30 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN, FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO LOW DENSITY RESIDENTIAL, LUPA AREA #1, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

Mayor:

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

FROM: Office/Business Park

TO: Low Density Residential

Property Description: approximately 57.74-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close public hearing PH 2024-30.

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

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO LOW DENSITY RESIDENTIAL, LUPA AREA #1

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to Low Density Residential (LUPA Area #1); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 57.74-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to Low Density Residential (LUPA Area #1); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

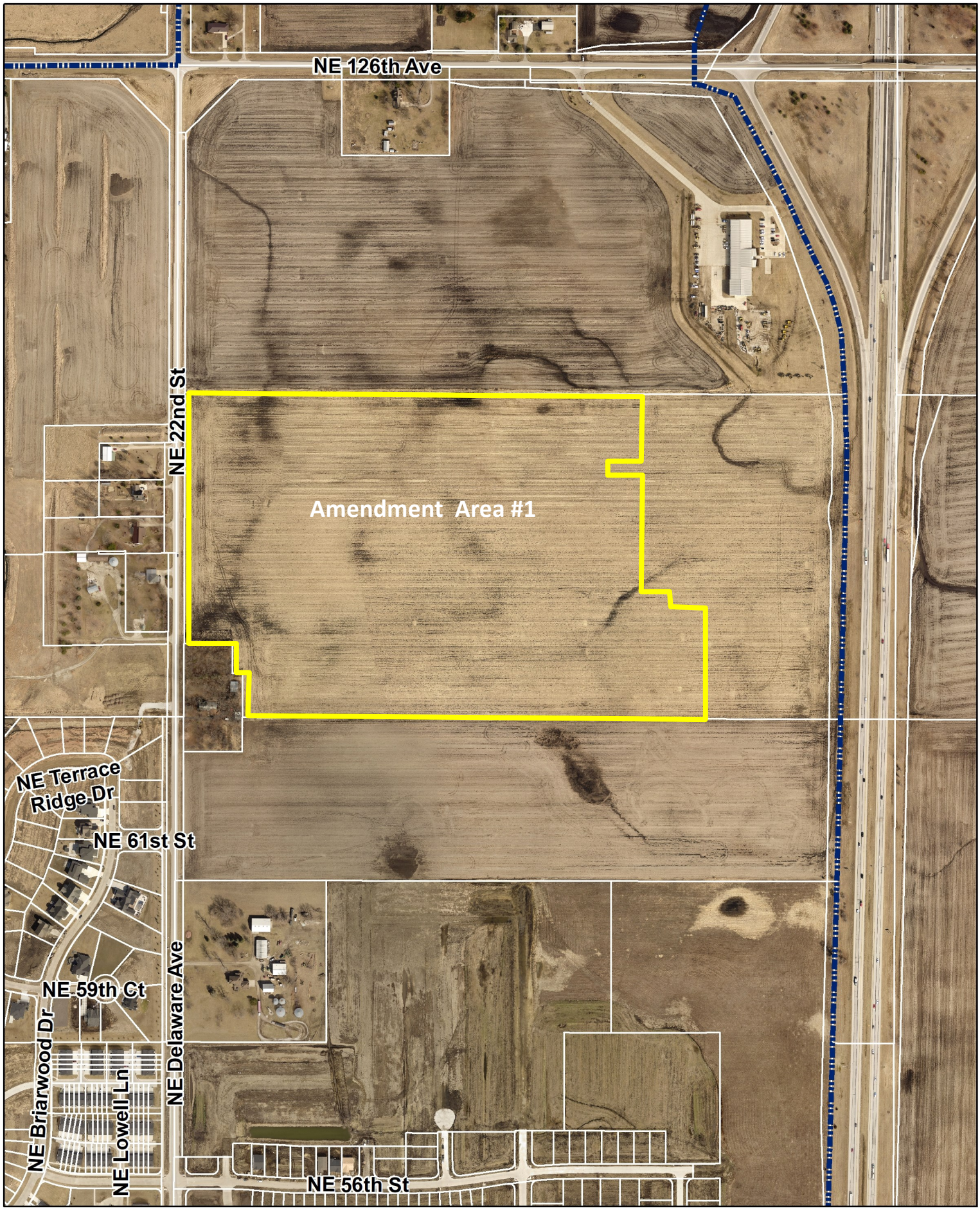
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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

Jared Murray, P.E.



N

1 inch = 500 feet

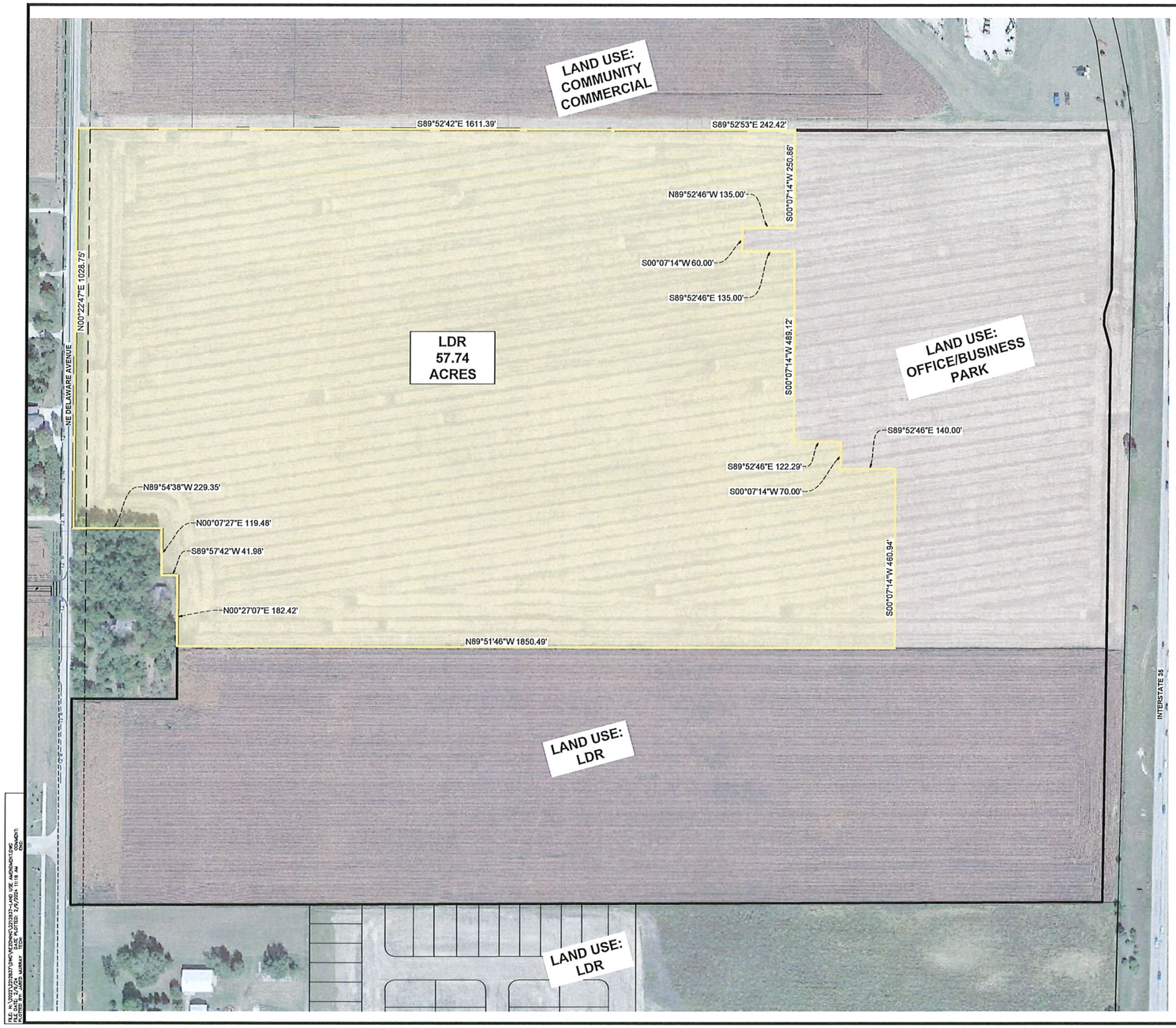
Date: 3/11/2024

Hope Crossing Aerial

LUPA Area #1

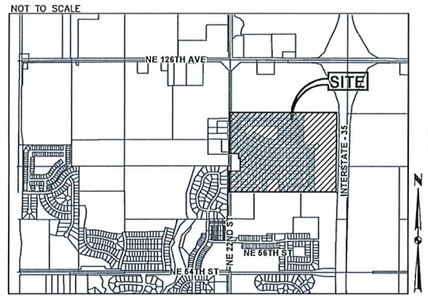
Ankeny

bringing it all together.



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER / APPLICANT

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

LAND USE DESIGNATION

EXISTING: OFFICE/BUSINESS PARK

PROPOSED: LDR: LOW DENSITY RESIDENTIAL

LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary
#1

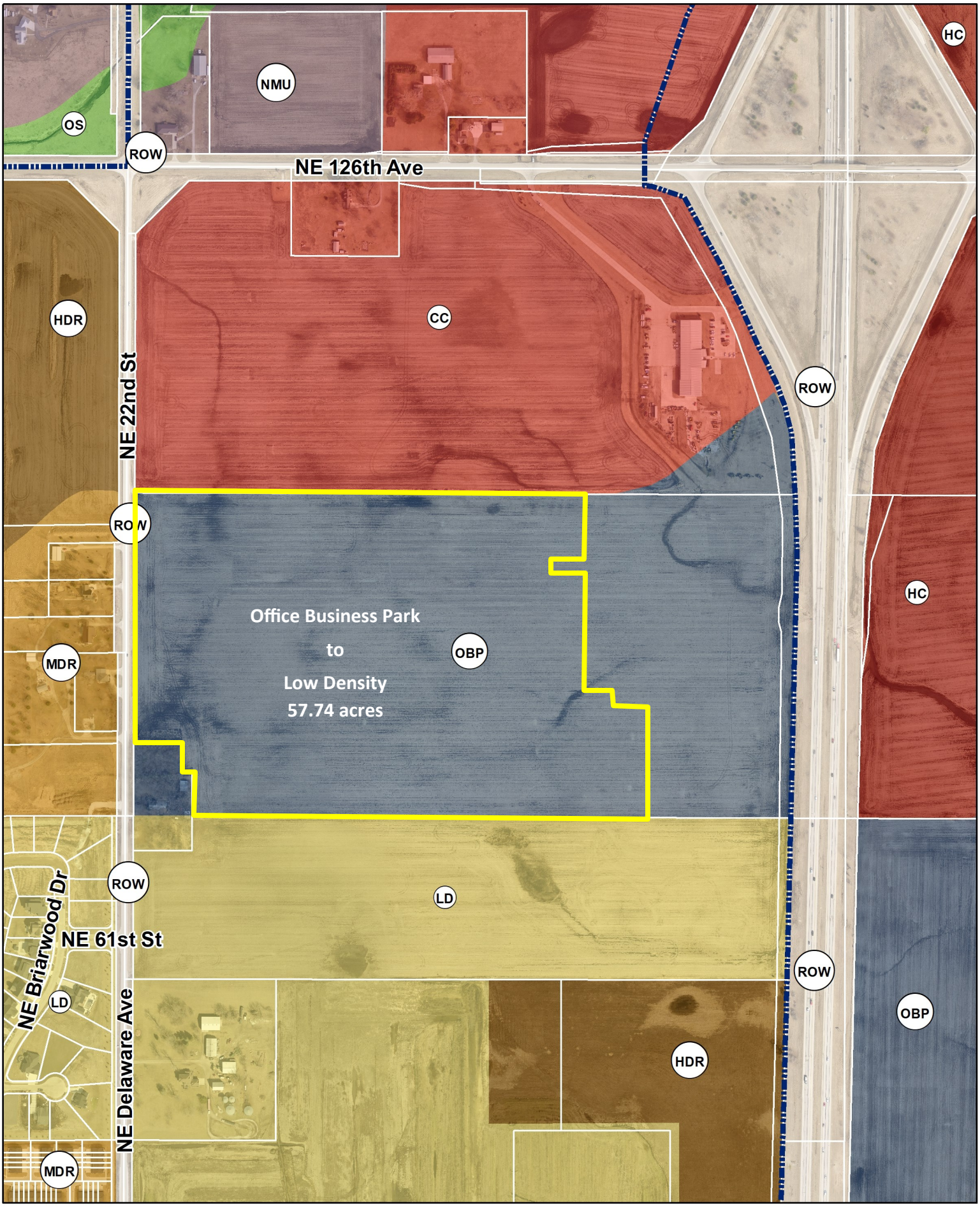
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: CWO

REVISIONS	DATE
1ST SUBMITTAL	02/09/2024

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING
LAND USE AMENDMENT - LDR

1/1
2212.837



N

1 inch = 500 feet

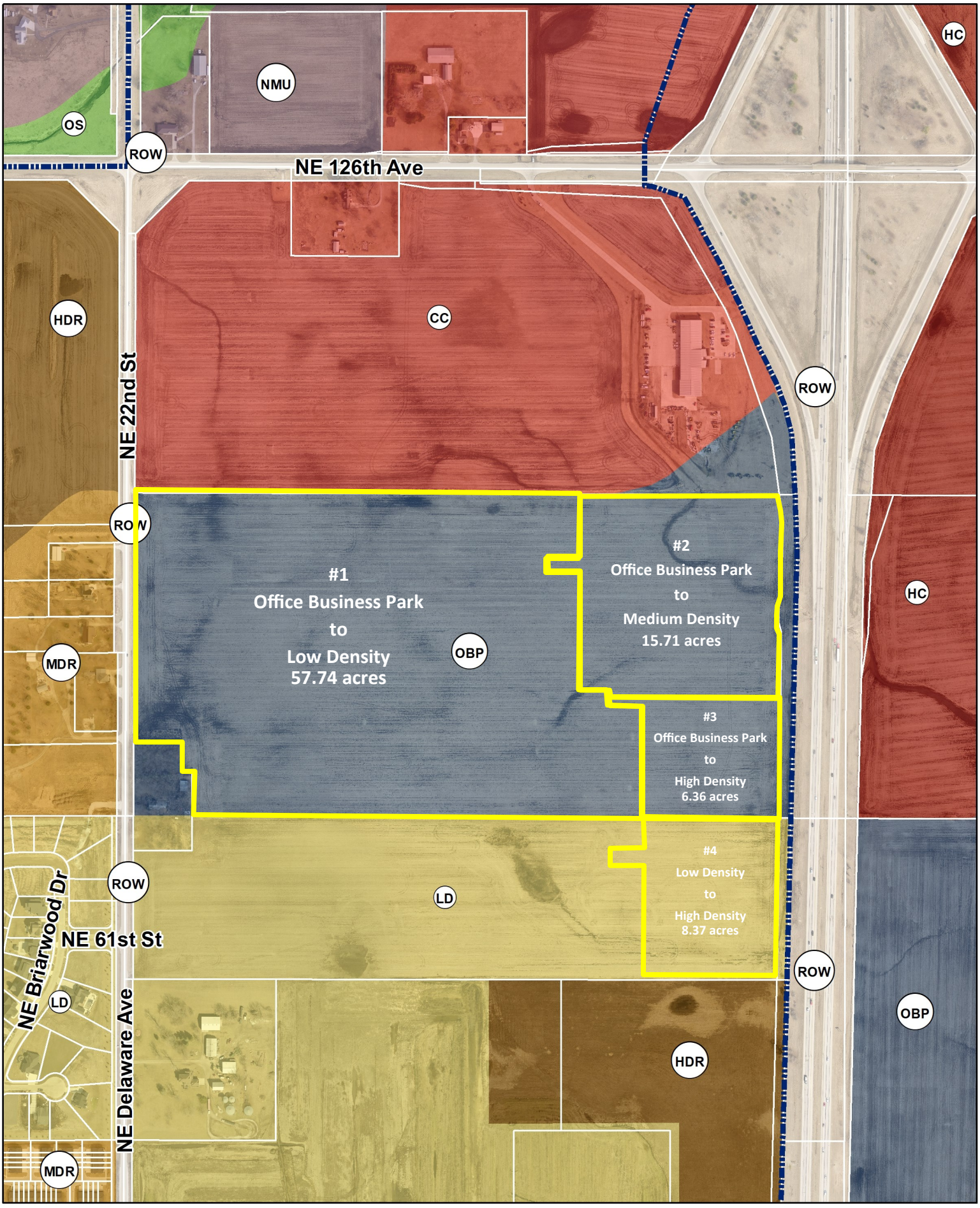
Date: 3/5/2024

Future Land Use Map Area #1

Hope Crossing

Ankeny

bringing it all together.



N

1 inch = 500 feet

Date: 3/5/2024

Combined Future Land Use Map

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-31: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to PUD, Planned Unit Development District, (Rezoning Area A).

EXECUTIVE SUMMARY:

Hope K Farms LLC is requesting to rezone 88.86 acres (Area A) from R-1 One Family Residential District to PUD, Planned Unit Development District. The subject area is located in the south of the NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single-family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20’ buffer easement along NE Delaware Avenue. Also included in the concept plans is an 8-acre park, and the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #1, from Office/Business Park to Low Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024 the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A).

PUBLIC OUTREACH EFFORTS:

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-31.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance - RZ A
PZ Minutes
Staff Report
Applicant Letter
PZ Stamped RZ A Exhibit
PZ Stamped PUD Conceptual Plan - Area A
Aerial Map - RZ A
Combined Aerial

PUBLIC HEARING 2024-31 **5:30 P.M.** **JUNE 3, 2024**

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

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2172 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K Farms, LLC.

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

TO: PUD, Planned Unit Development (Rezoning Area A)

Layman's Description – approximately 88.86 acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close public hearing 2024-31.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to PUD, Planned Unit Development, (Rezoning Area A); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 88.86-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area A); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

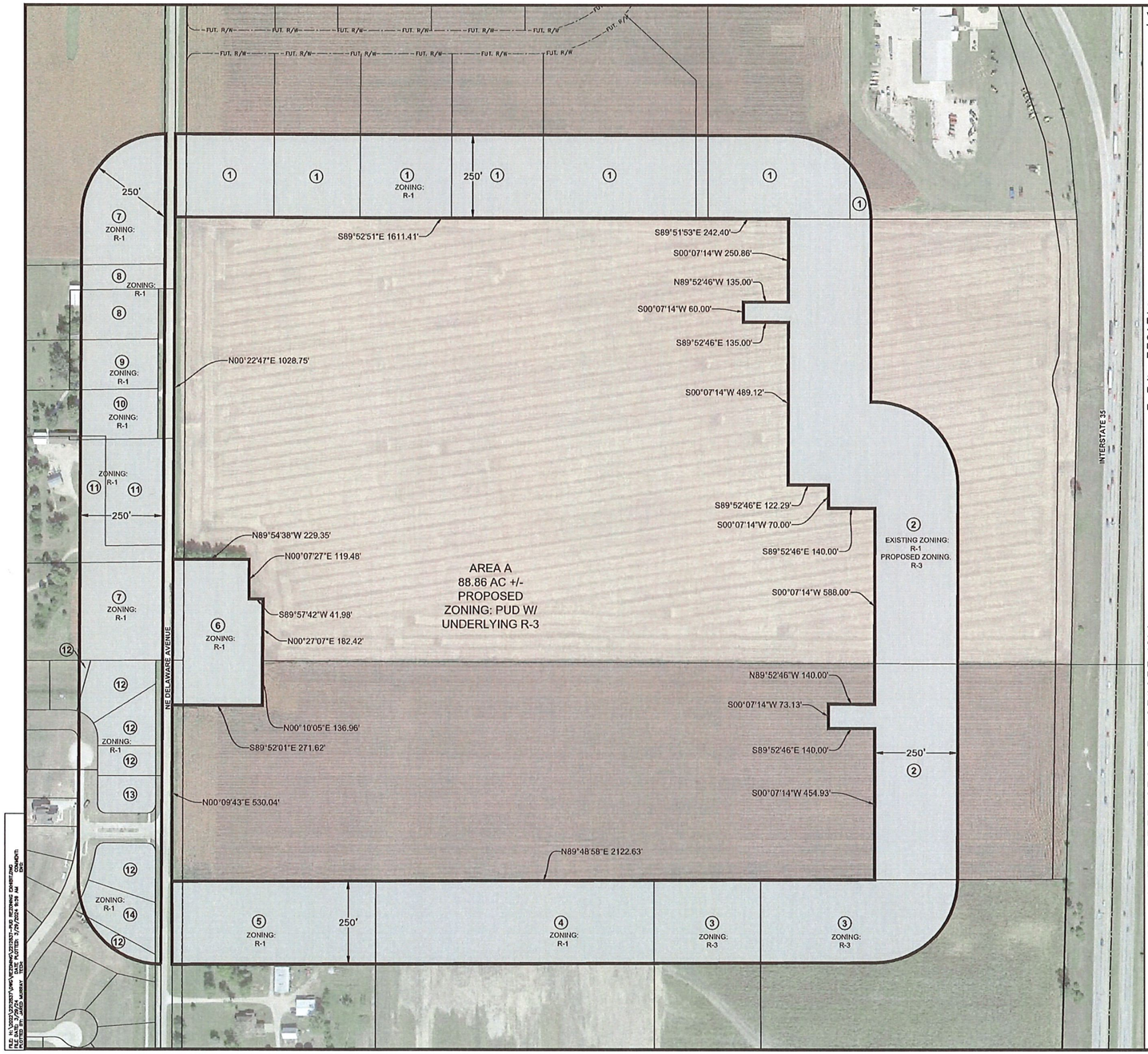
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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,

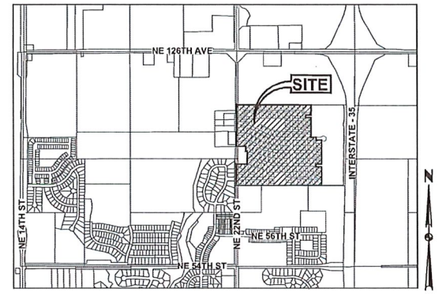
CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. TODD RUETER	11.77 AC.	22.17%	X
2. HOPE K FARMS LLC	13.24 AC.	24.94%	X
3. NORTH ANKENY LAND LLC	4.95 AC.	9.33%	X
4. KIMBERLEY DEVELOPMENT CORP	4.82 AC.	9.08%	X
5. CAROL & RANDY MILLER	3.54 AC.	6.67%	X
6. ALVIN & EMILY WYCKOFF	2.60 AC.	4.90%	
7. HOPE KIMBERLEY LLC	3.64 AC.	6.86%	X
8. ALAN ABUHL	1.23 AC.	2.32%	
9. MORGAN & SAMUEL KEASLER	0.80 AC.	1.51%	
10. JILL & SHANNON HAUS	0.79 AC.	1.49%	
11. JUDITH & ROBIN VAN DYKE	2.14 AC.	4.03%	
12. BILL KIMBERLEY LC	2.46 AC.	4.63%	X
13. BRUCE & DEBBY DROTTZ	0.44 AC.	0.83%	
14. CANDICE & HOLLY MELAHOURES	0.66 AC.	1.24%	
	53.08 AC.	100%	83.68%

REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

N

SCALE
0' 75' 150' 300'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: JDS

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

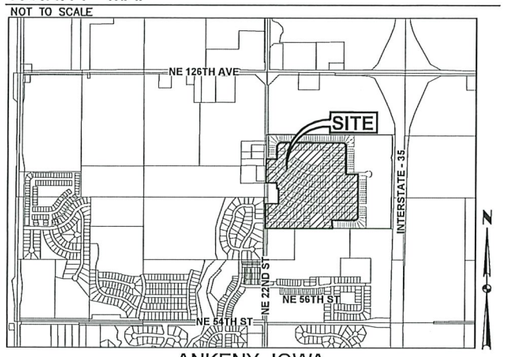
HOPE CROSSING
PUD REZONING EXHIBIT - AREA A

1/1
2212.837

HOPE CROSSING

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ENGINEER / SURVEYOR

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

BULK REGULATIONS

SETBACKS:
FRONT YARD SETBACK = 25 FT
SIDE YARD SETBACK = 10 FT (5 FT MINIMUM EACH SIDE)
REAR YARD SETBACK = 25 FT

MIN. LOT WIDTH: = 55 FT

MIN. LOT AREA: = 6,600 SF

* LOTS (230) / ACRE (70.95) = 3.24 LOTS/ACRE

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS, INCLUDING NE DELAWARE AVENUE.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
4. OUTLOT 'Y' WILL BE DEDICATED TO THE CITY OF ANKENY AS PARKLAND.
5. OUTLOT 'Z' WILL BE UTILIZED FOR STORM WATER DETENTION AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
6. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE RIGHT-OF-WAY.
7. ACCESSORY STRUCTURES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK A MINIMUM OF 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY.
8. NO LOTS WILL BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
9. LOTS 34, 35 AND 182 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF STREET B. DRIVEWAY ACCESS MUST BE SHOWN ON STREET G.
10. IF DRIVEWAY FOR LOT 219 IS LOCATED ON STREET B, IT MUST BE LOCATED AS FAR EAST AS POSSIBLE TO AVOID CONFLICT WITH THE INTERSECTION.
11. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
12. DEVELOPER WILL BE RESPONSIBLE FOR RECOMMENDATIONS FROM THE CITY APPROVED TRAFFIC IMPACT STUDY.

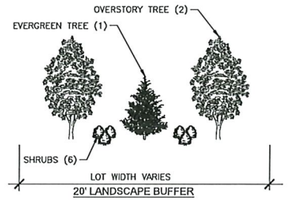
REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LANDSCAPE BUFFER REQUIREMENTS

1 EVERGREEN TREE, 2 OVERSTORY TREES AND 6 SHRUBS PER LOT



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
J. Rapp Chairperson
Brenda Hufgang Secretary

REVISIONS	DATE
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

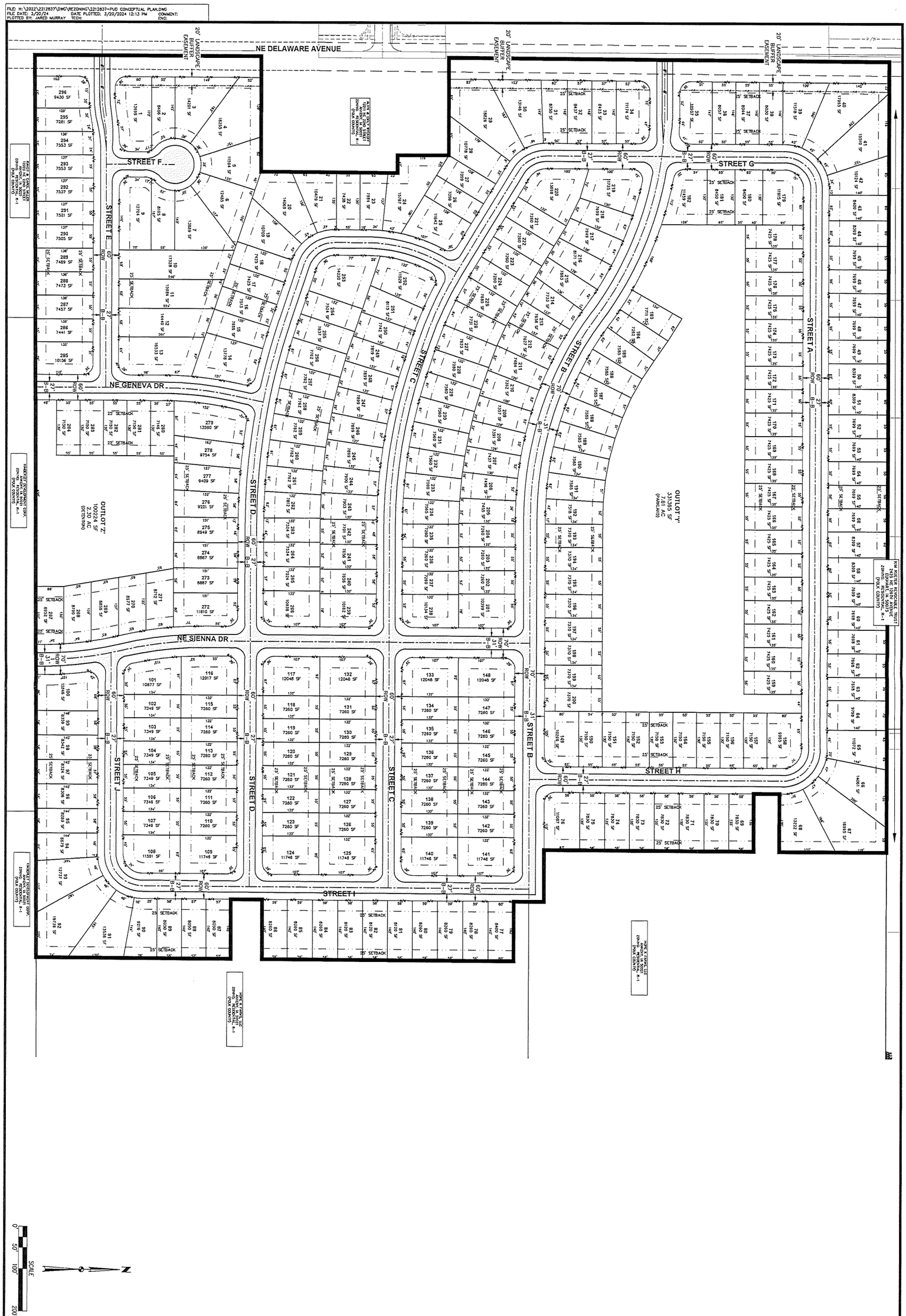
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM TECH:
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING
PUD CONCEPTUAL PLAN - AREA A

1/2

2212.837

FILE: H:\2022\2212837\DWG\REZONING\2212837-PUD CONCEPTUAL PLAN.DWG
PLOT DATE: 3/20/24 DATE PLOTTED: 3/20/2024 12:11 PM COMMENT:
PLOTTED BY: JARED MURRAY TEMPLATE: DWG



HOPE CROSSING

PUD CONCEPTUAL PLAN - AREA A

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

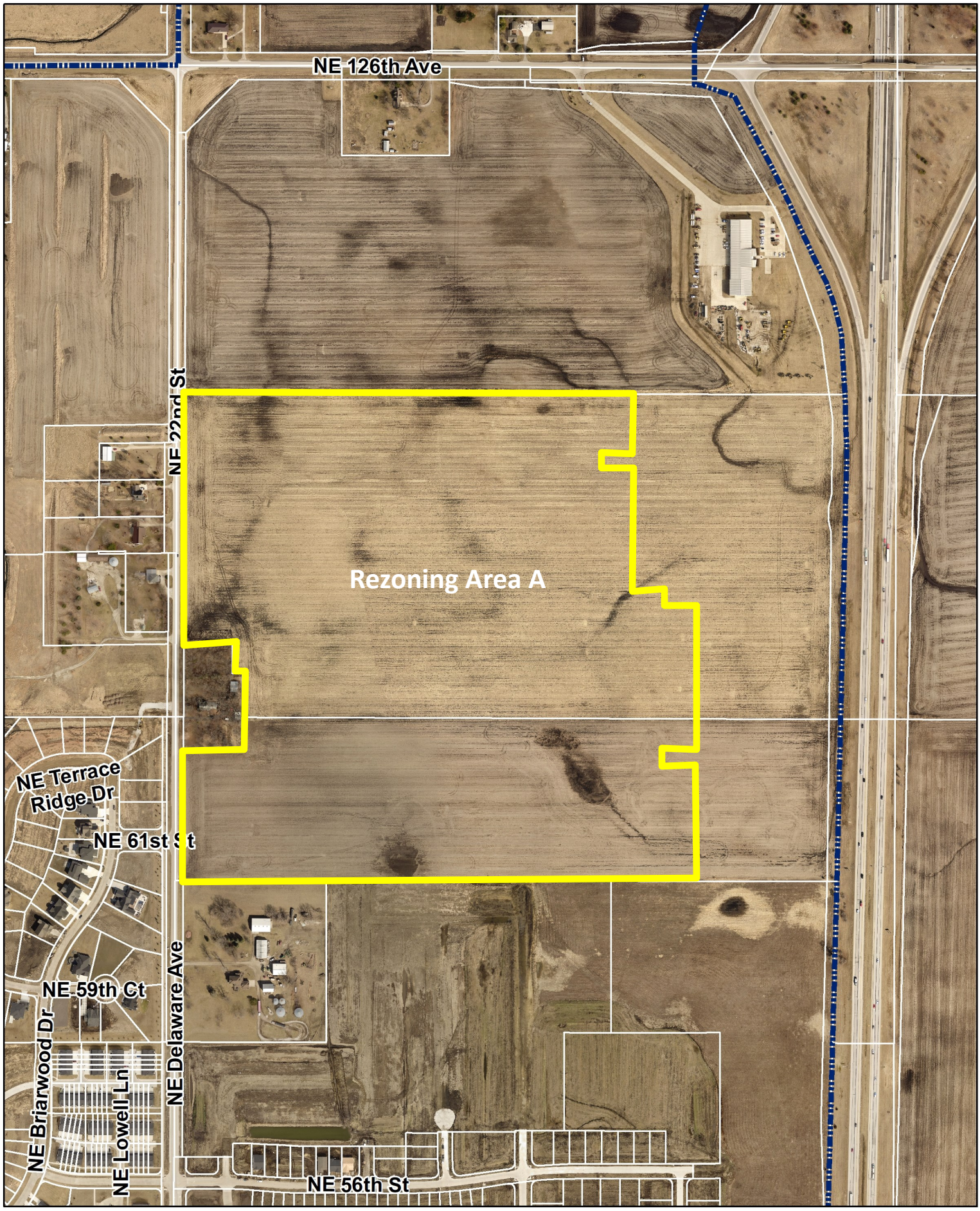
ENGINEER: JMM

TECH:

REVISIONS	DATE
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

2212.837

2 / 2



N

1 inch = 500 feet

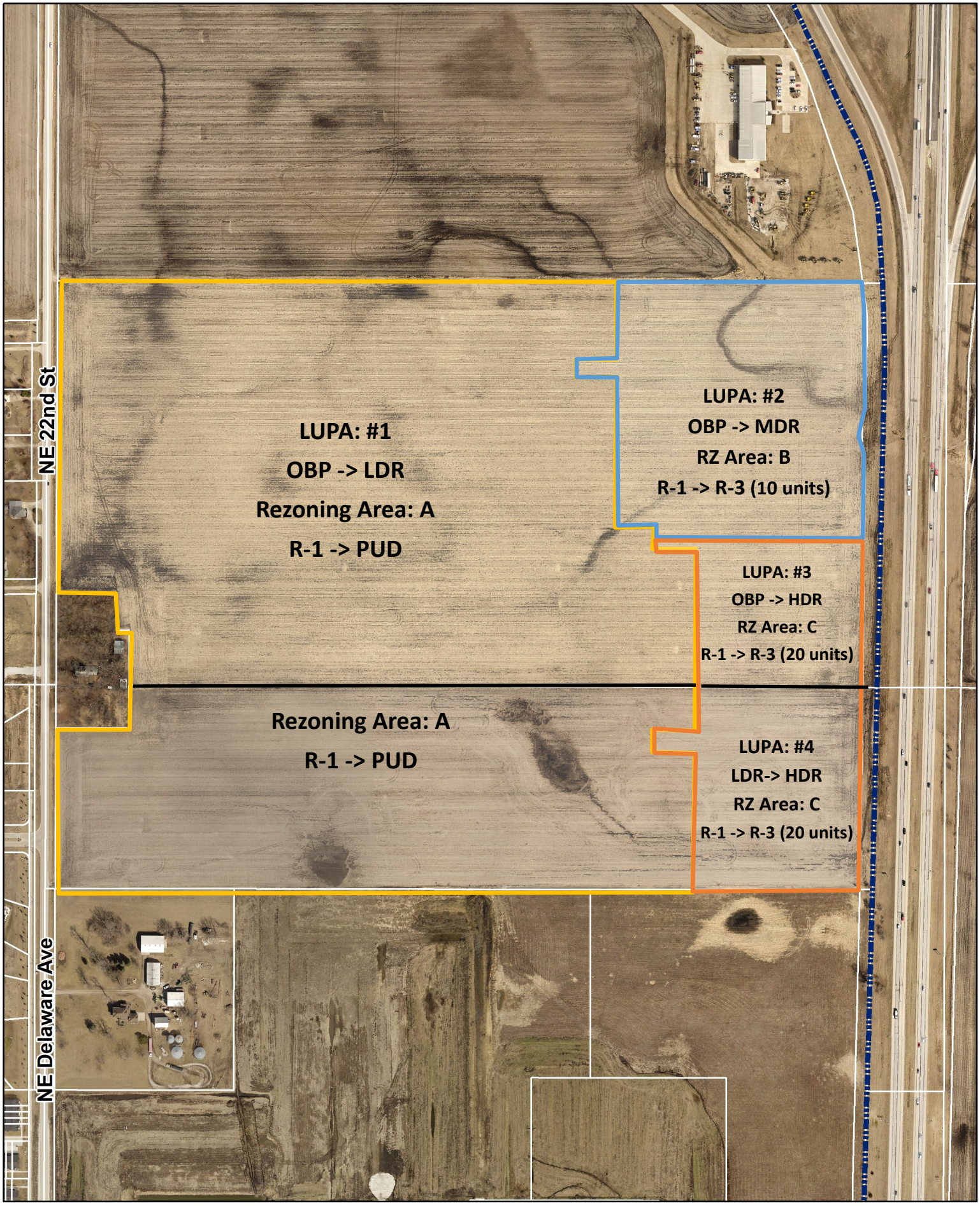
Date: 3/11/2024

Hope Crossing Aerial

Rezoning Area A

Ankeny

bringing it all together.



N

1 inch = 400 feet

Date: 4/11/2024

Hope Crossing
Land Use Plan Amendments & Rezonings
Combined Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-32: Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2).

EXECUTIVE SUMMARY:

Hope K Farms LLC is the property owner of approximately 15.71 acres; Land Use Plan Amendment Area #2 is located south of NE 126th Avenue, east of NE Delaware Avenue, and West of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to Medium Density Residential. This request is accompanied by Rezoning Area B.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to amend The Ankeny Plan 2040, Comprehensive Plan, Future Land Use Map, reclassifying property from Office/Business Park to Medium Density Residential (LUPA Area #2).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that the City Council approve the request by Hope K Farms LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC, LUPA Area #2, from Office/Business Park to Medium Density Residential at their meeting on May 7, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-32.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution Amending LUPA #2
PZ Minutes
Staff Report
Applicant Letter
Aerial Map - LUPA #2
PZ Stamped LUPA #2 Exhibit
Future Land Use Map - LUPA #2
Combined LUPA Map

PUBLIC HEARING 2024-32 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN, FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO MEDIUM DENSITY RESIDENTIAL, LUPA AREA #2, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

Mayor:

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

FROM: Office/Business Park

TO: Medium Density Residential (LUPA Area #2)

Property Description: approximately 15.71-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close public hearing PH 2024-32.

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

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO MEDIUM DENSITY RESIDENTIAL, LUPA AREA #2

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to Medium Density Residential (LUPA Area #2); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to Medium Density Residential (LUPA Area #2); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

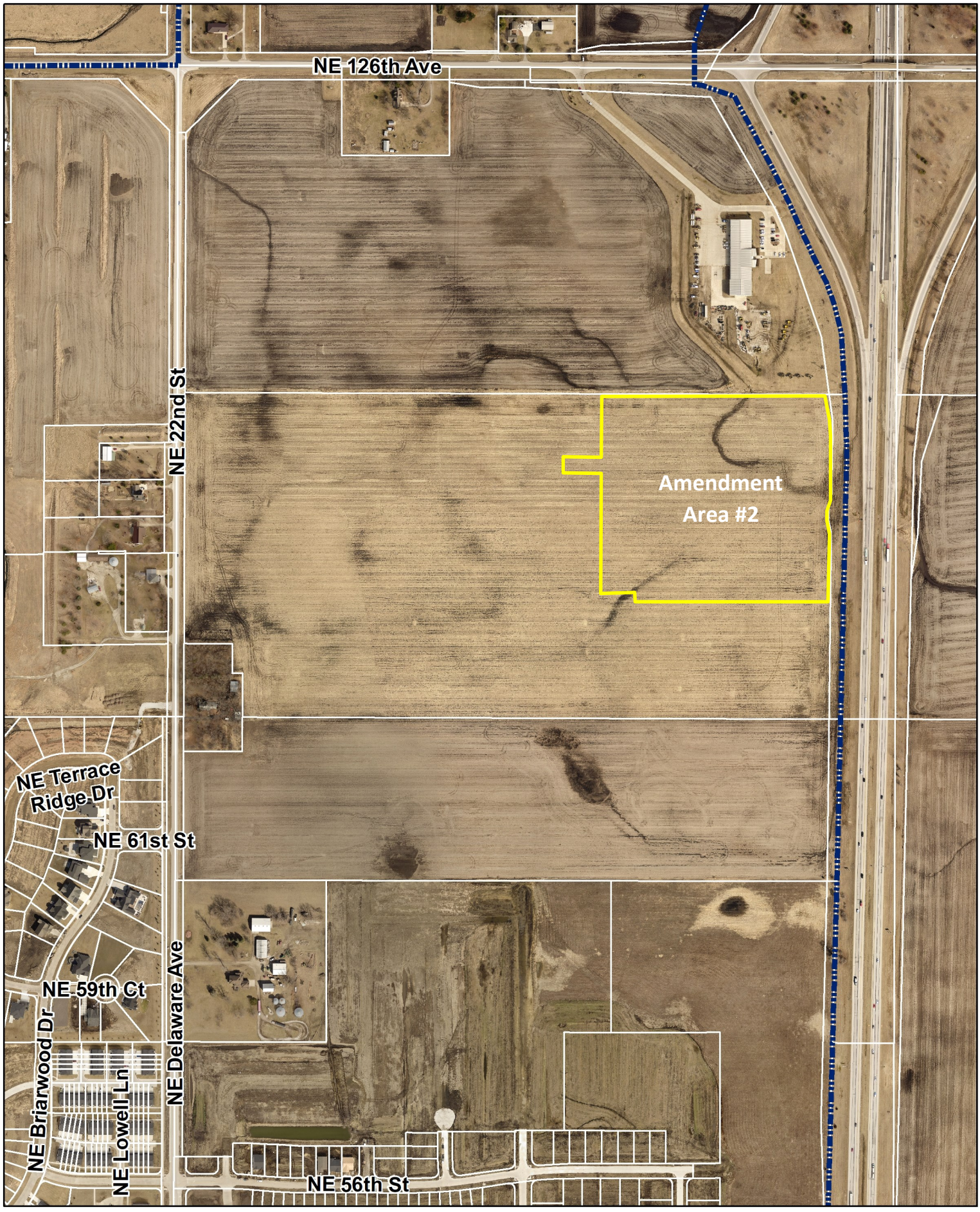
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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

Jared Murray, P.E.



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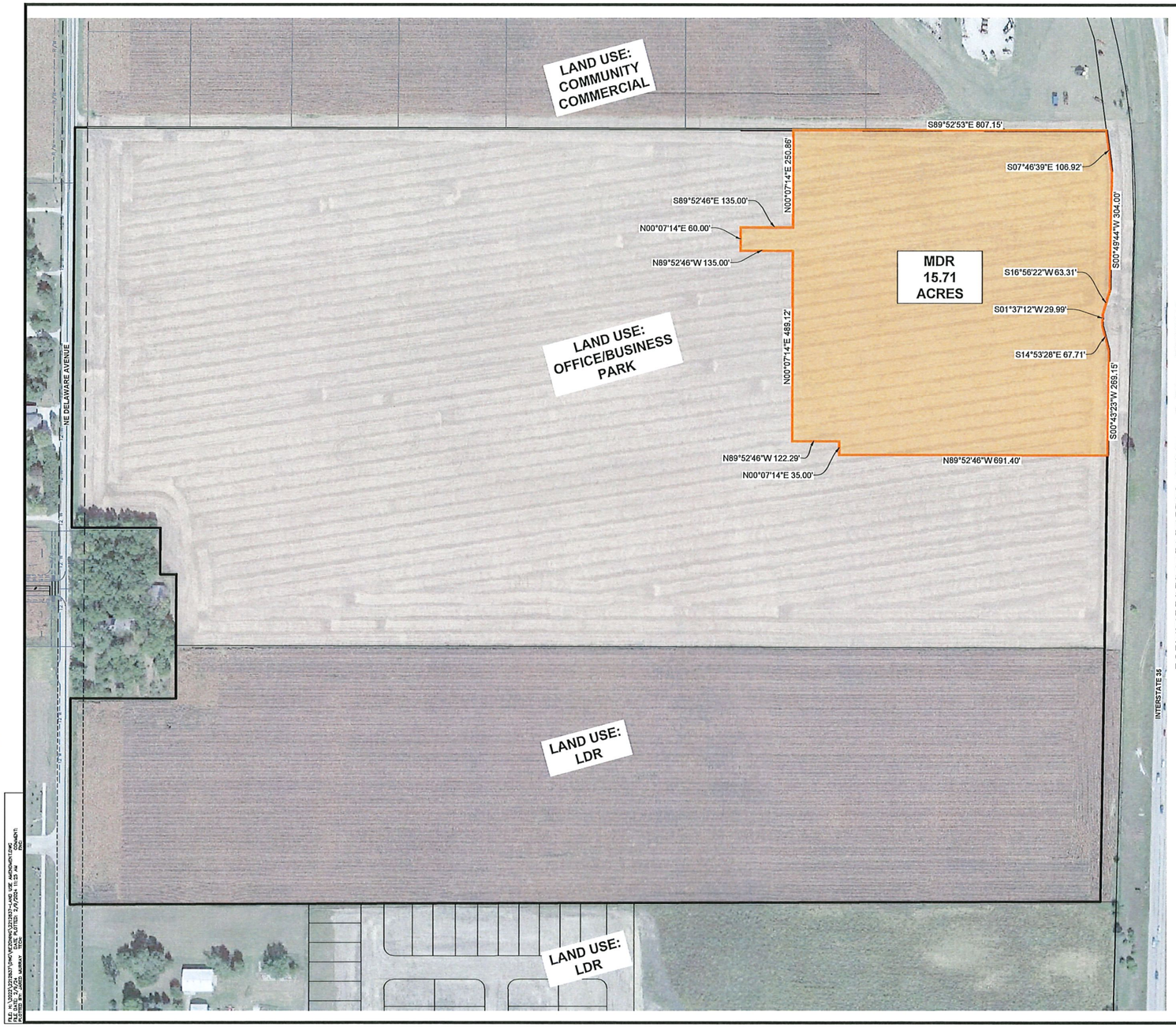
1 inch = 500 feet

Date: 3/11/2024

Hope Crossing Aerial

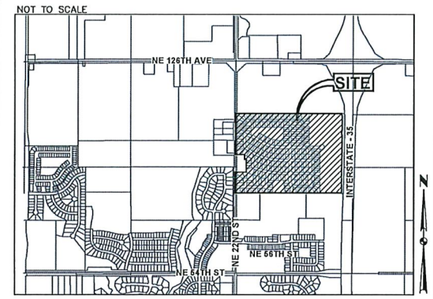
LUPA Area #2

Ankeny
bringing it all together.



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER / APPLICANT

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

LAND USE DESIGNATION

EXISTING: OFFICE/BUSINESS PARK

PROPOSED: MDR: MEDIUM DENSITY RESIDENTIAL

LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58"WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

#2

FILE: N:\2021\2212837\DWG\BEDING\2212837-LAND_USE_AMENDMENT.DWG
PLOT DATE: 2/6/24
PLOT BY: JARED MURRAY
PLOTTED: 2/6/2024 11:13 AM
DOMAIN:
DWG:
TITLE:

REVISIONS	DATE
1ST SUBMITTAL	02/09/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: CWO

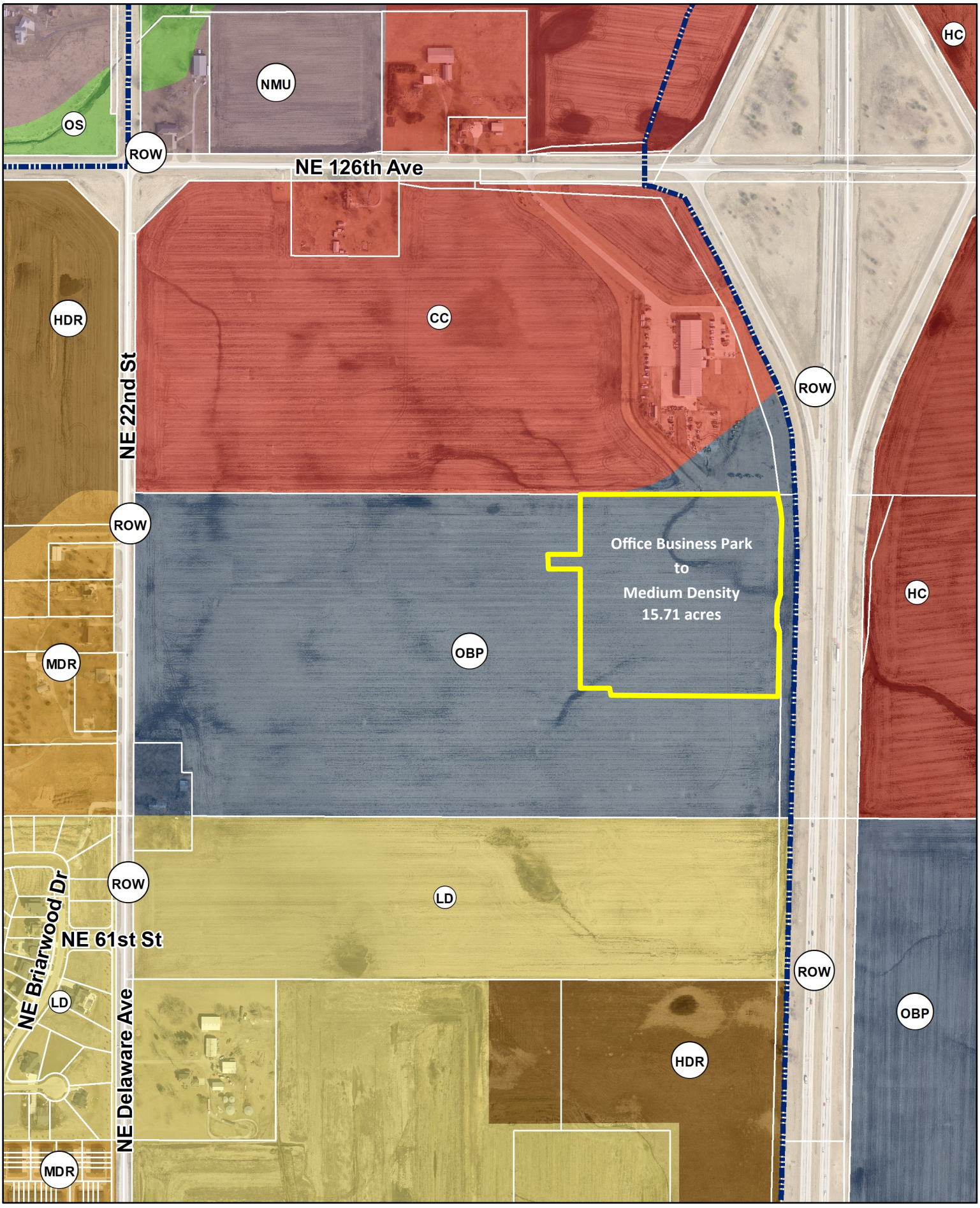
HOPE CROSSING
LAND USE AMENDMENT - MDR

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

1/1

2212.837



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1 inch = 500 feet

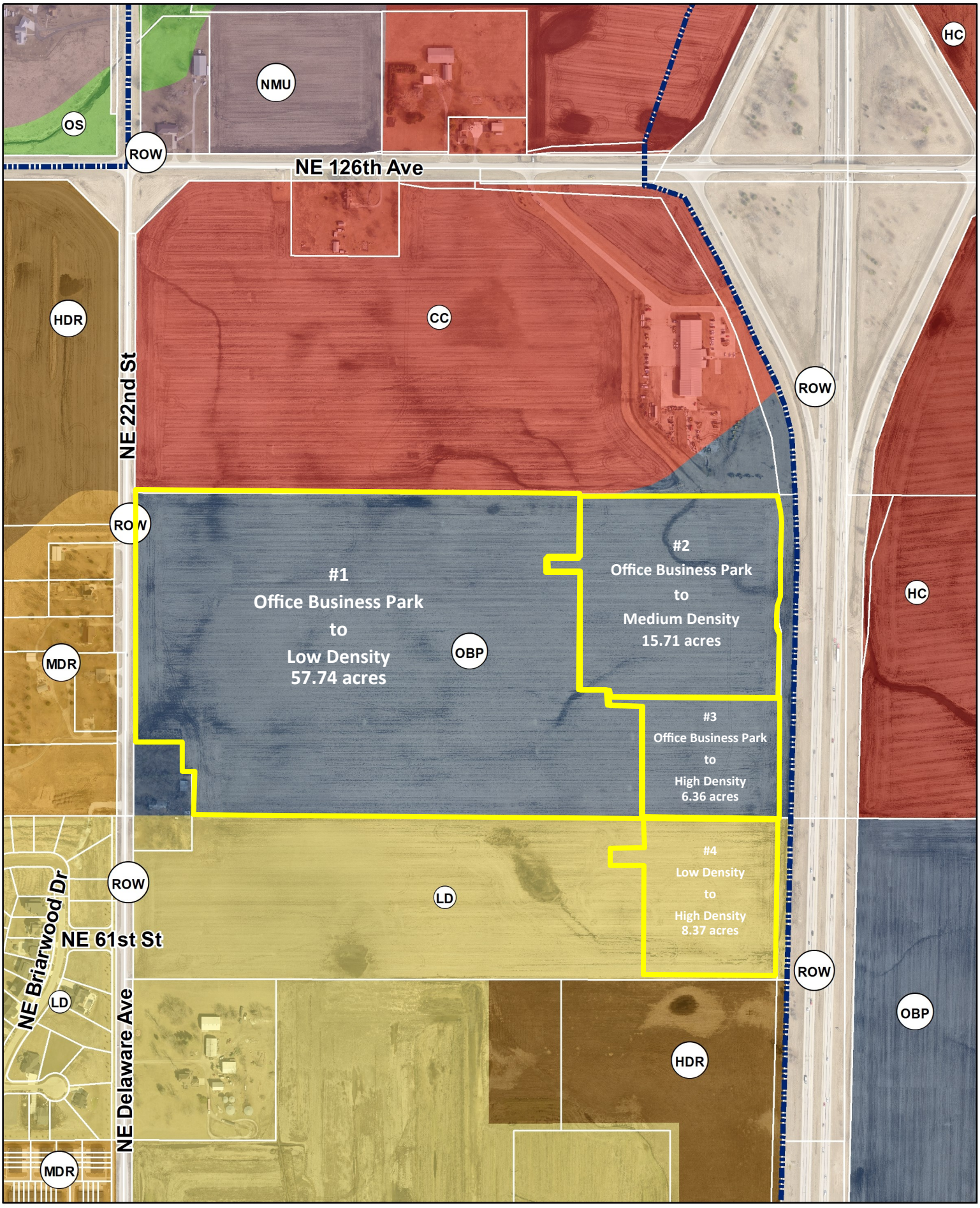
Date: 3/5/2024

Future Land Use Map Area #2

Hope Crossing

Ankeny

bringing it all together.



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1 inch = 500 feet

Date: 3/5/2024

Combined Future Land Use Map

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-33: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B).

EXECUTIVE SUMMARY:

Hope K Farms LLC is requesting to rezone 15.71 acres (Area B) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. The subject area is located in the south of the NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #2, from Office/Business Park to Medium Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024 the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B).

PUBLIC OUTREACH EFFORTS:

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-33.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance - RZ B
PZ Minutes
Staff Report
Applicant Letter
PZ Stamped RZ B Exhibit
Aerial Map - RZ B
Combined Aerial

PUBLIC HEARING 2024-33 **5:30 P.M.** **JUNE 3, 2024**

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

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2173 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K Farms, LLC.

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

TO: R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Layman's Description – approximately 15.71 acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close public hearing 2024-33.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

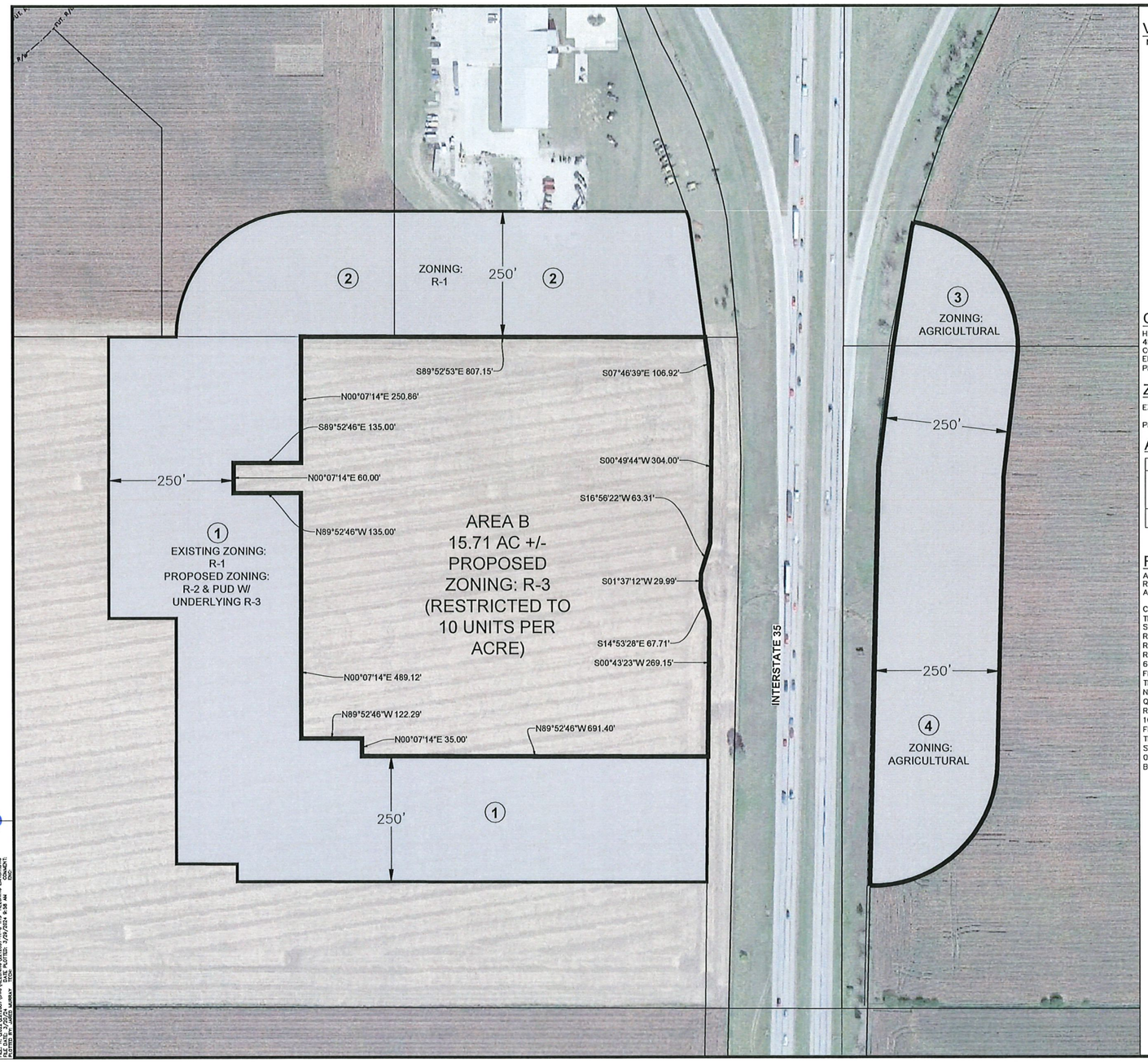
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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

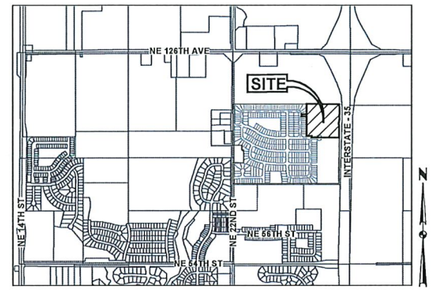
Jared Murray, P.E.



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 10 UNITS PER ARCE)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	12.43 AC.	49.72%	X
2. TODD RUETER	5.67 AC.	22.66%	X
3. UPPER MIDWEST PROPERTIES LLC	1.01 AC.	4.04%	
4. PUTCO INC	5.89 AC.	23.56%	
	25.00 AC.	100%	72.40%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).



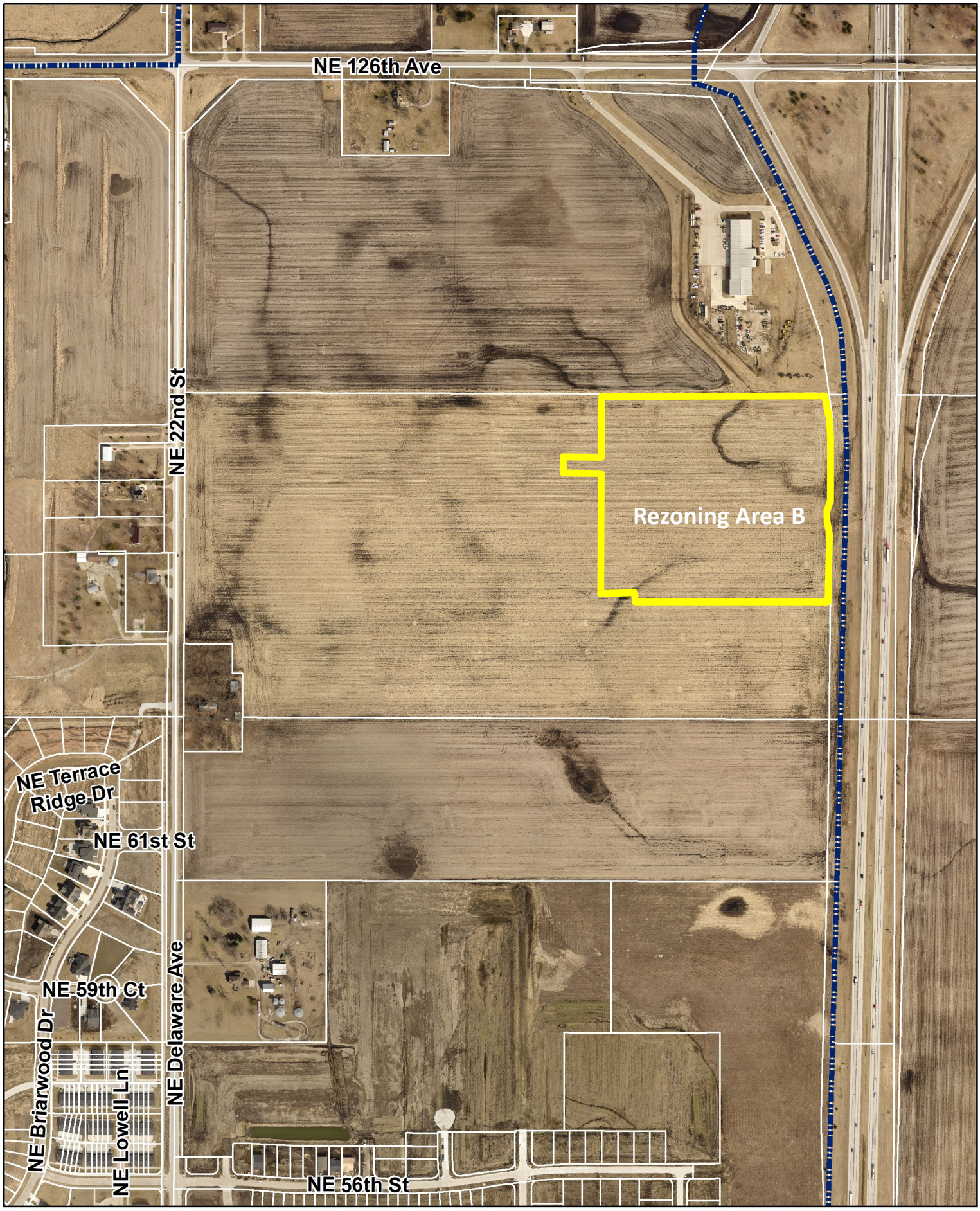
REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: JDS
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING

R-3 REZONING EXHIBIT - AREA B

1/1
2212.837



N

1 inch = 500 feet

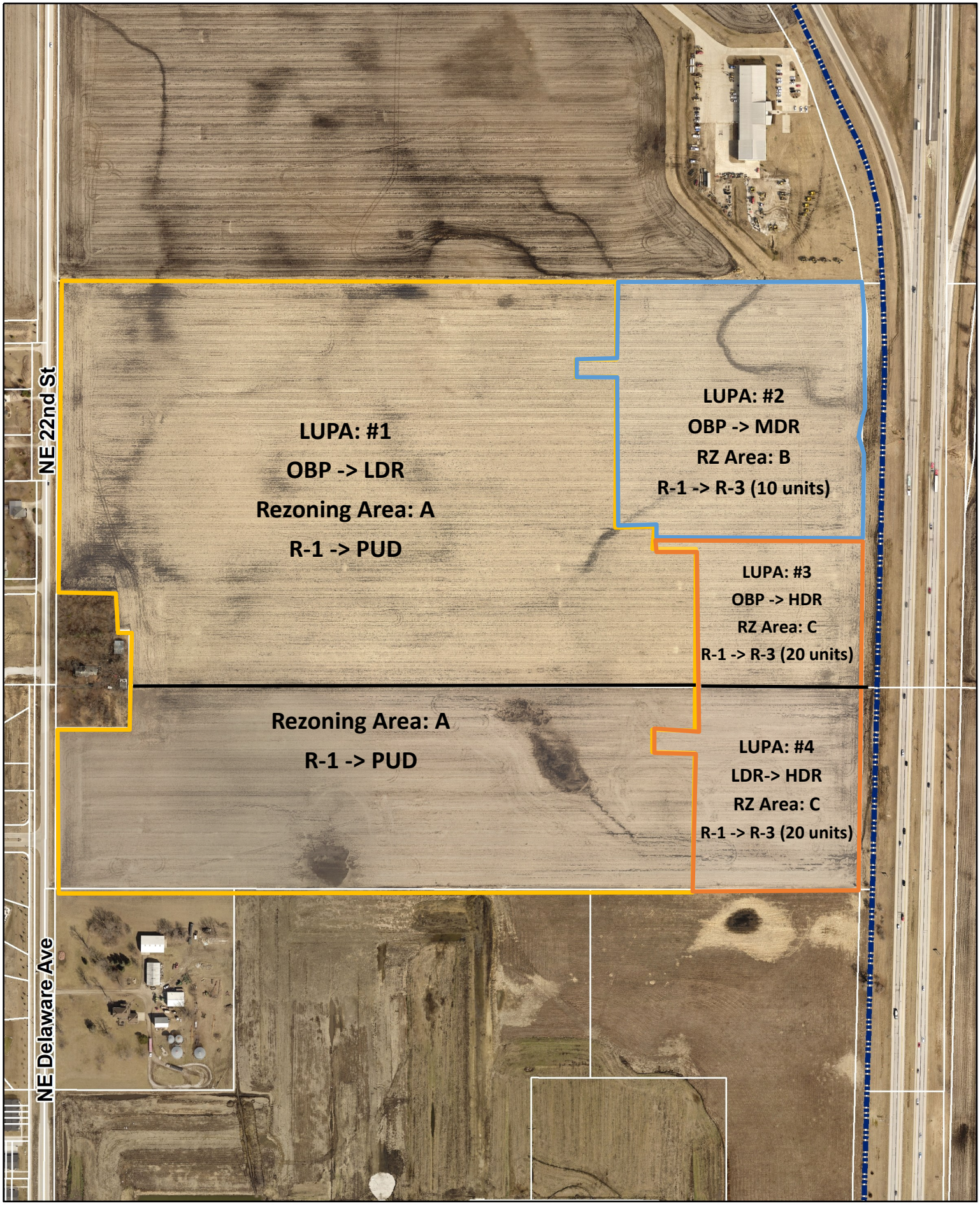
Date: 3/11/2024

Hope Crossing Aerial

Rezoning Area B

Ankeny

bringing it all together.



N

1 inch = 400 feet

Date: 4/11/2024

Hope Crossing
Land Use Plan Amendments & Rezonings
Combined Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-34: Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3).

EXECUTIVE SUMMARY:

Hope K Farms LLC is the property owner of approximately 6.36 acres; Land Use Plan Amendment Area #3 is located southeast corner of the subject area, east of NE Delaware Avenue, and West of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park. The applicant is now proposing to reclassify the future land use to High Density Residential. This request is accompanied by Rezoning Area C.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to amend The Ankeny Plan 2040, Comprehensive Plan, Future Land Use Map, reclassifying property from Office/Business Park to High Density Residential (LUPA Area #3).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that the City Council approve the request by Hope K Farms LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC, LUPA Area #3, from Office/Business Park to High Density Residential at their meeting on May 7, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-34.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution Amending LUPA #3
PZ Minutes
Staff Report
Applicant Letter
Aerial Map - LUPA #3
PZ Stamped LUPA #3 Exhibit
Future Land Use Map - LUPA #3
Combined LUPA Map

PUBLIC HEARING 2024-34 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN, FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM OFFICE/BUSINESS PARK TO HIGH DENSITY RESIDENTIAL, LUPA AREA #3, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

Mayor:

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

FROM: Office/Business Park

TO: High Density Residential (LUPA Area #3)

Property Description: approximately 6.36-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close public hearing PH 2024-34.

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

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO HIGH DENSITY RESIDENTIAL, LUPA AREA #3

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to High Density Residential (LUPA Area #3); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 6.36-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to High Density Residential (LUPA Area #3); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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

Jared Murray, P.E.



N

1 inch = 500 feet

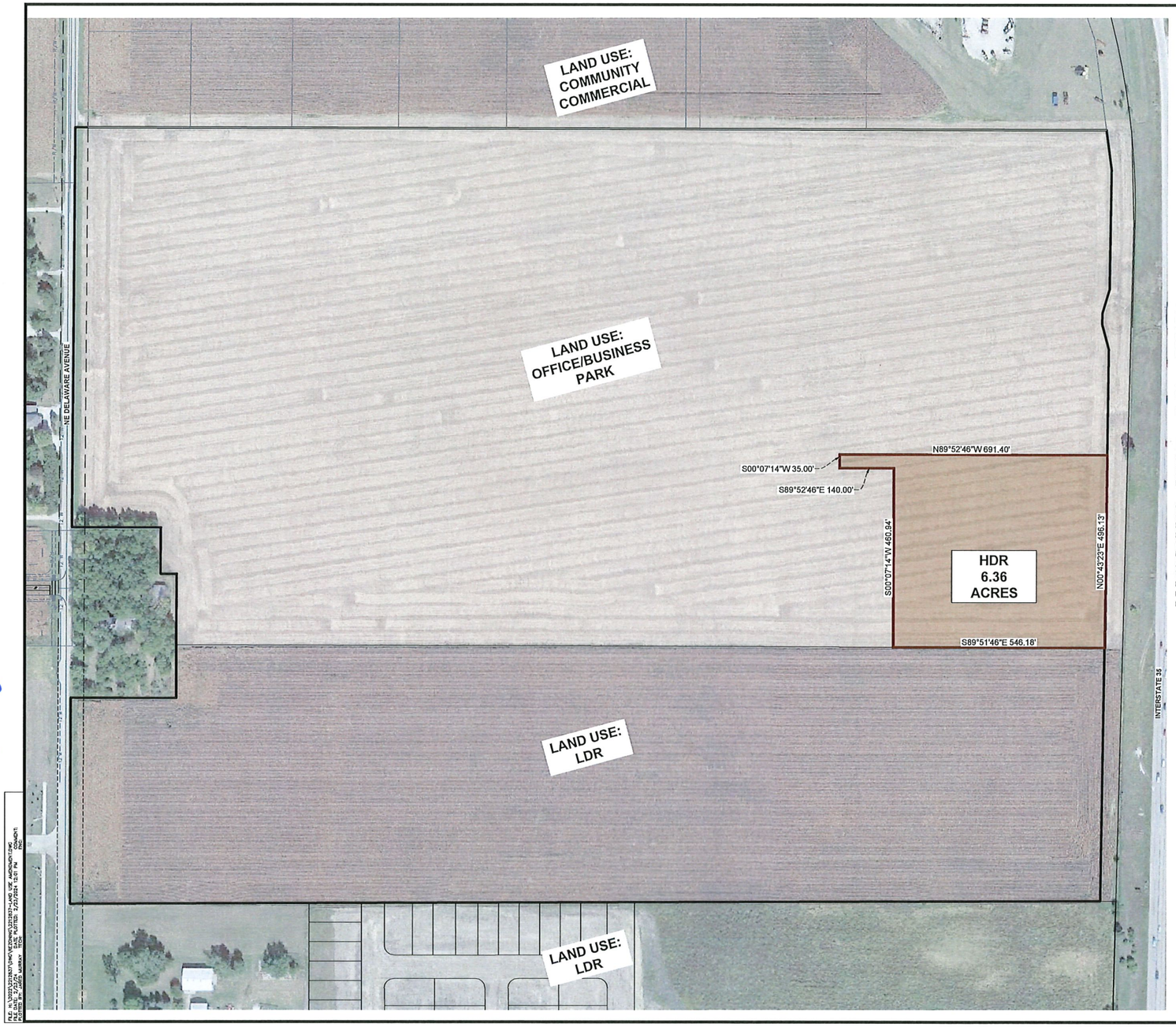
Date: 3/11/2024

Hope Crossing Aerial

LUPA Area #3

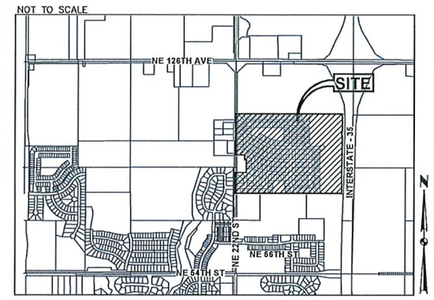
Ankeny

bringing it all together.



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER / APPLICANT

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

LAND USE DESIGNATION

EXISTING: OFFICE/BUSINESS PARK

PROPOSED: HDR: HIGH DENSITY RESIDENTIAL

LAND USE DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Hagenson Secretary

#3

PLT BY: M.MURRAY
PLT DATE: 5/2/24
PLT TIME: 12:01 PM
FILE: N:\2021\212837\WE\DWG\212837-LAND_USE_AMENDMENT.DWG
DATE PLOTTED: 5/2/2024 12:01 PM
PLOTTED BY: MURRAY

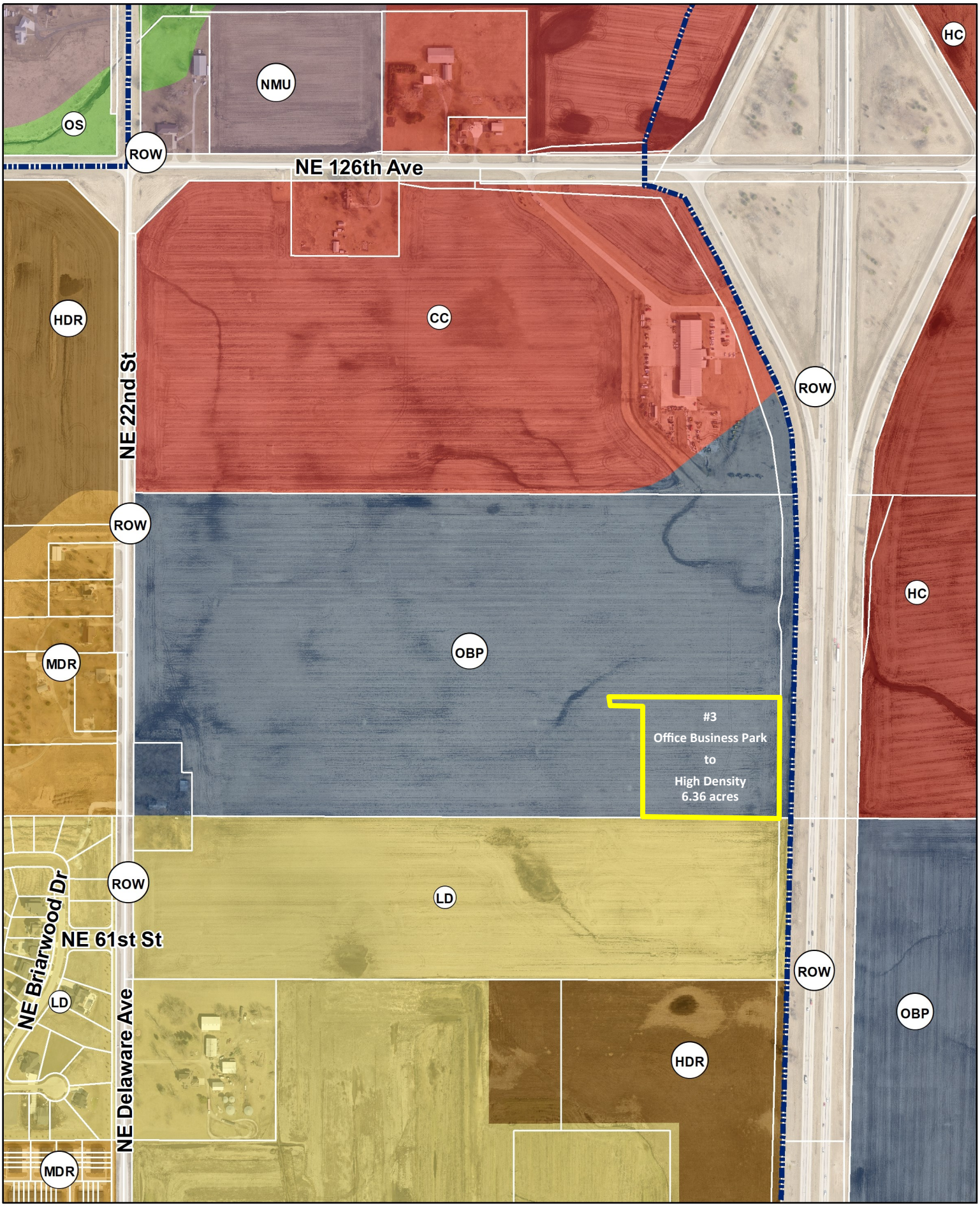
REVISIONS	DATE
1ST SUBMITTAL	02/05/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: CWO

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING
LAND USE AMENDMENT - HDR

1/1
2212.837



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1 inch = 500 feet

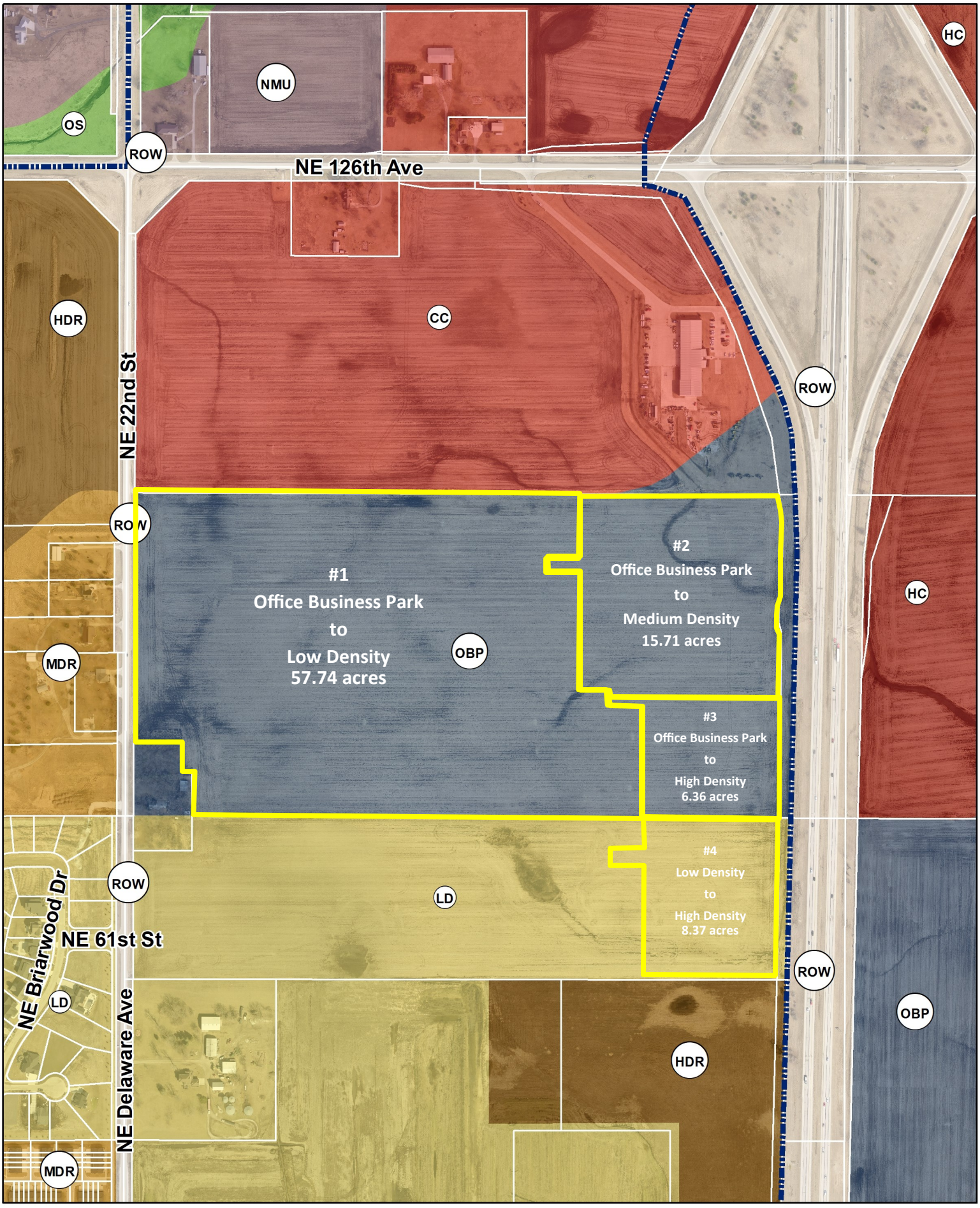
Date: 3/5/2024

Future Land Use Map Area #3

Hope Crossing

Ankeny

bringing it all together.



N

1 inch = 500 feet

Date: 3/5/2024

Combined Future Land Use Map

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-35: Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4).

EXECUTIVE SUMMARY:

Hope K Farms LLC is the property owner of approximately 8.37 acres; Land Use Plan Amendment Area #4 is located southeast corner of the subject area, east of NE Delaware Avenue, and West of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential. The applicant is now proposing to reclassify the future land use to High Density Residential. This request is accompanied by Rezoning Area C.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to amend The Ankeny Plan 2040, Comprehensive Plan, Future Land Use Map, reclassifying property from Low Density Residential to High Density Residential (LUPA Area #4).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that the City Council approve the request by Hope K Farms LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC, LUPA Area #4, from Low Density Residential to High Density Residential at their meeting on May 7, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-35.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution Amending LUPA #4
PZ Minutes
Staff Report
Applicant Letter
Aerial Map - LUPA #4
PZ Stamped LUPA #4 Exhibit
Future Land Use Map - LUPA #4
Combined LUPA Map

PUBLIC HEARING 2024-35 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN, FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA #4, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF NE DELAWARE AVENUE, AND WEST OF I-35

Mayor:

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

FROM: Low Density Residential

TO: High Density Residential (LUPA Area #4)

Property Description: approximately 8.37-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the Clerk's office.

Mayor:

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

After Report:

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

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

- Consider **MOTION** to close public hearing PH 2024-35.

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

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM LOW DENSITY TO HIGH DENSITY RESIDENTIAL, LUPA AREA #4

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Low Density to High Density Residential (LUPA Area #4); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 8.37-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property Low Density to High Density Residential (LUPA Area #4); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

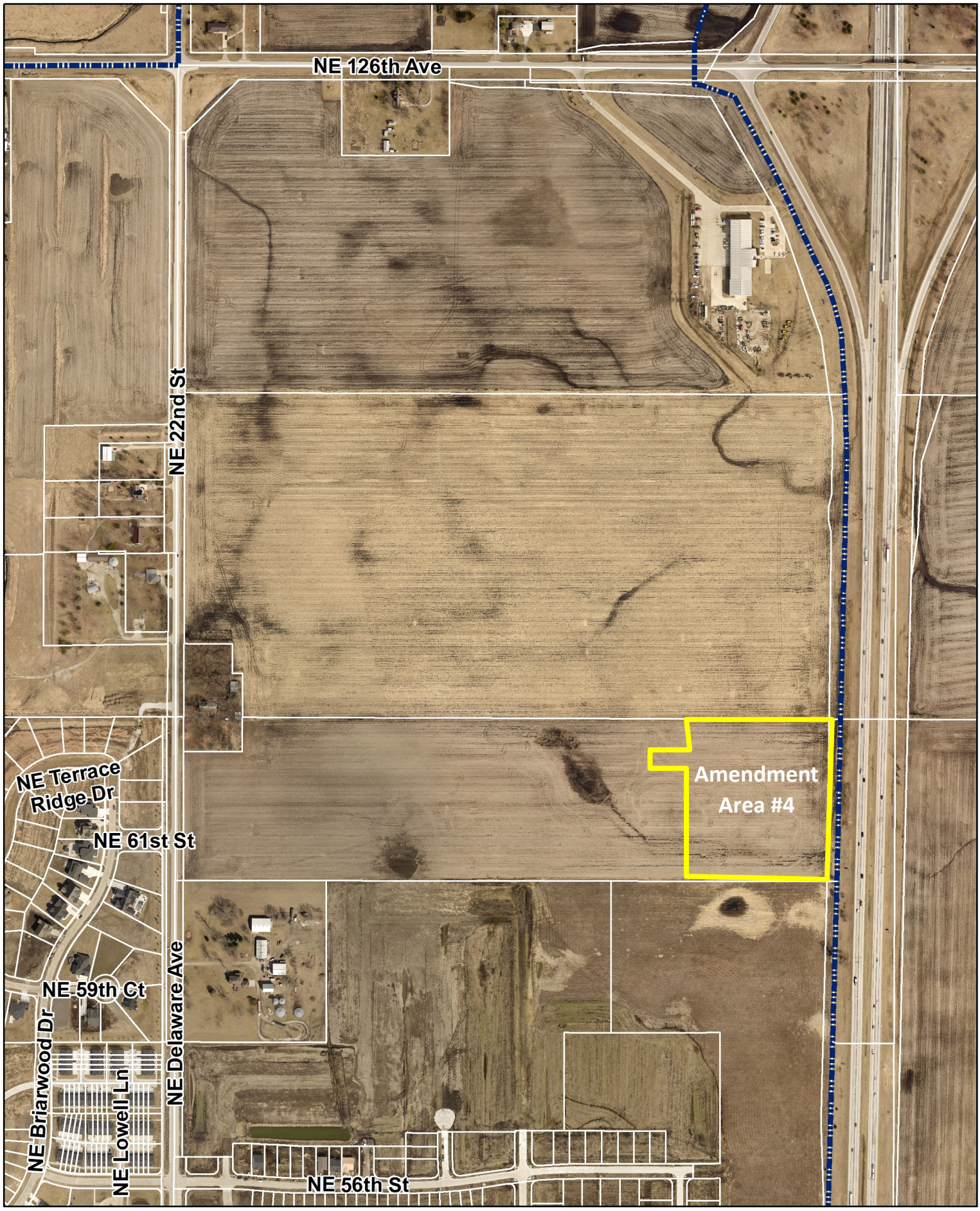
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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

Jared Murray, P.E.



N

1 inch = 500 feet

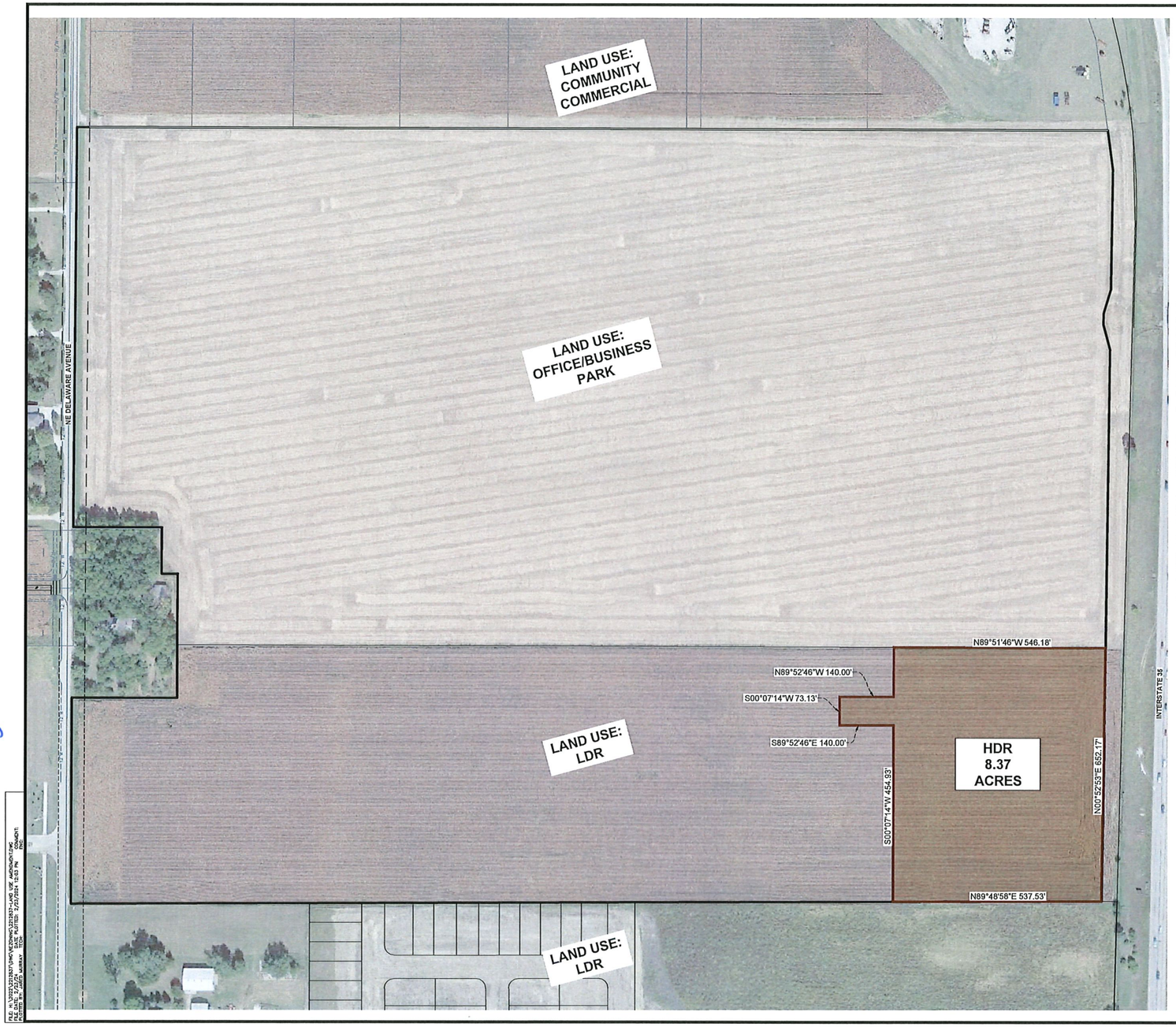
Date: 3/11/2024

Hope Crossing Aerial

LUPA Area #4

Ankeny

bringing it all together.

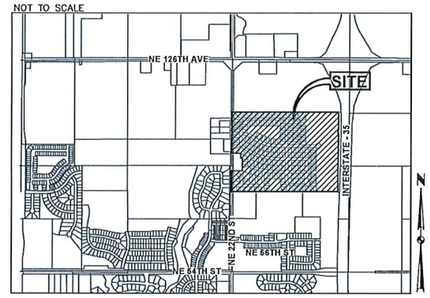


ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

#4

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER / APPLICANT

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

LAND USE DESIGNATION

EXISTING: LDR: LOW DENSITY RESIDENTIAL

PROPOSED: HDR: HIGH DENSITY RESIDENTIAL

LAND USE DESCRIPTION

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).



P:\E\2022\2212837\DWG\MDZONING\2212837-LAND USE AMENDMENT.DWG
PLOT DATE: 7/27/23
PLOT SCALE: 1:1
PLOTTED: 7/27/2023 12:03 PM
BY: MARKY
XREF:

EA

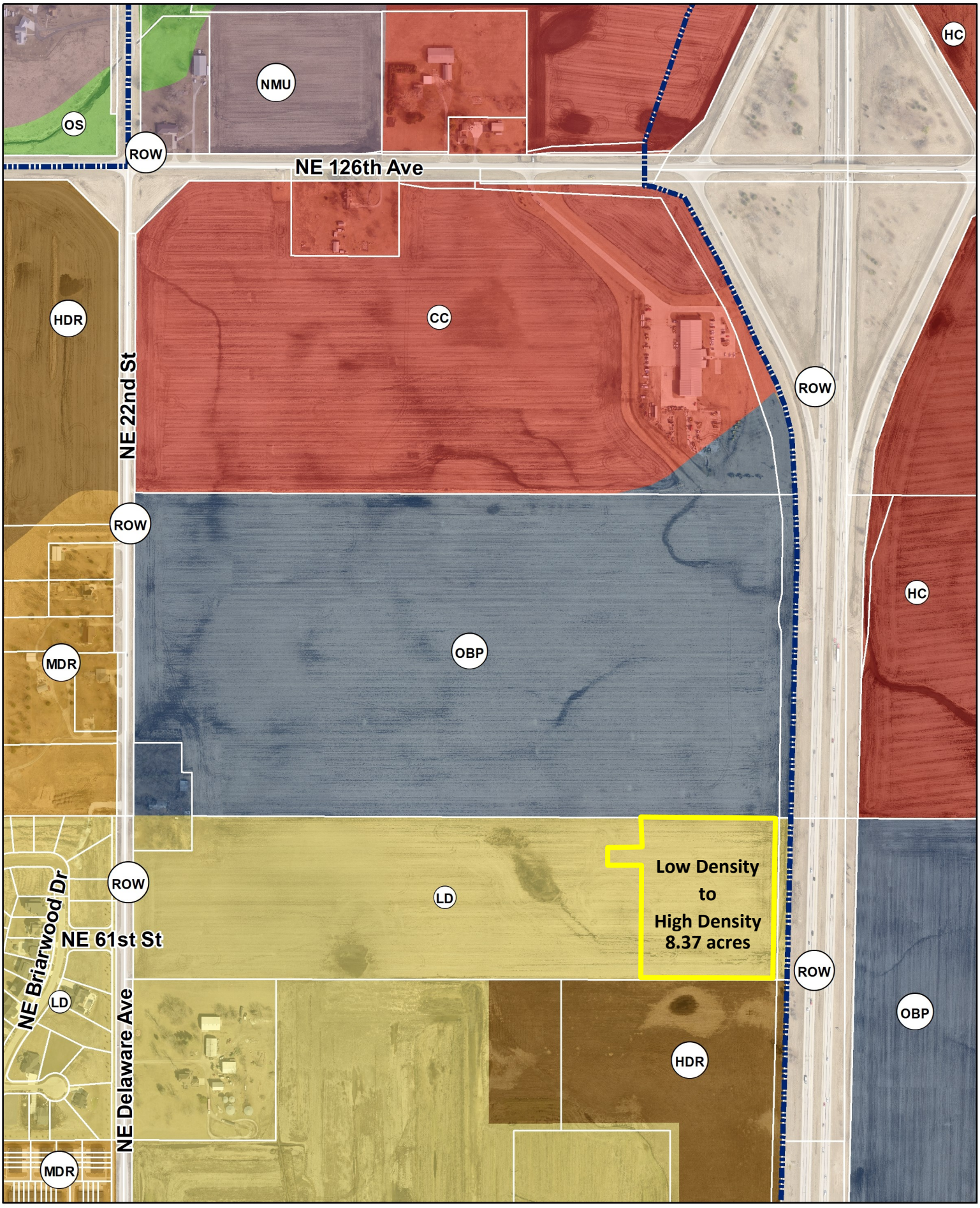
REVISIONS	DATE
1ST SUBMITTAL	02/09/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: CWO

EA CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING
LAND USE AMENDMENT - HDR

1/1
2212.837
EA



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1 inch = 500 feet

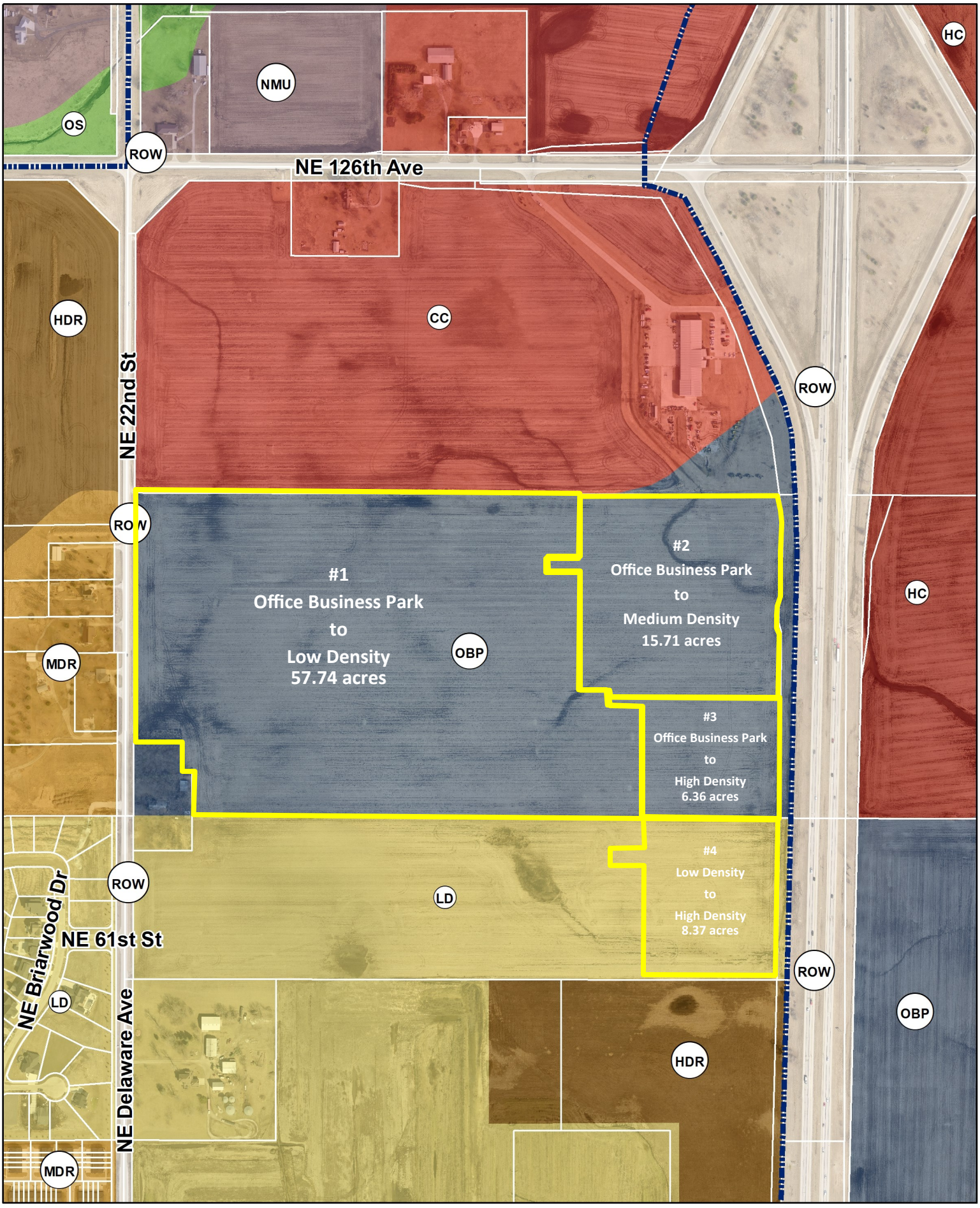
Date: 3/5/2024

Future Land Use Map Area #4

Hope Crossing

Ankeny

bringing it all together.



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1 inch = 500 feet

Date: 3/5/2024

Combined Future Land Use Map

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-36: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C).

EXECUTIVE SUMMARY:

Hope K Farms LLC is requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. The subject area is located in the south of the NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA #3 and #4, from Office/Business Park to High Density Residential (LUPA #3) and Low Density Residential to High Density Residential (LUPA #4).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On May 7, 2024 the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Hope K Farms LLC from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C).

PUBLIC OUTREACH EFFORTS:

Legal publication and notification. The Plan and Zoning Commission held a public hearing at their meeting on April 16, 2024.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-36.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance - RZ C
PZ Minutes
Staff Report
Applicant Letter
PZ Stamped RZ C Exhibit
Aerial Map - RZ C
Combined Aerial

PUBLIC HEARING 2024-36 **5:30 P.M.** **JUNE 3, 2024**

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

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2174 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope K Farms, LLC.

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

TO: R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Layman's Description – approximately 14.73 acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

Notice of this hearing was published in the Des Moines Register on the 24th day of May, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close public hearing 2024-36.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 20 UNITS PER ACRE, REZONING AREA C

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

LAYMAN’S DESCRIPTION:

Approximately 14.73-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 16, 2024

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

CALL TO ORDER
Chair Ted Rapp called the April 16, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Annette Renaud, Todd Ripper and Lisa West. Staff present: Eric Jensen, Laura Hutzell, Jake Heil and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the April 16, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS
Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #4. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #5. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #6. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #9. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Chair T.Rapp opened the public hearings.

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres, and are located east of NE Delaware Avenue, west of Interstate 35 and south of NE 126th Avenue. L.Hutzell presented an aerial map, which encompassed all the land area for agenda Items #3 through #9. L.Hutzell explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the requests were approved. The proposed changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell stated that the developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024; and since then, additional signatures have been collected bringing consenting signature totals to 72.4%. She noted that notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed land use plan map amendment areas. Legal notices of the proposed rezonings and amendments were published in the Des Moines Register and the required notification signage was posted on the property. Staff will present a complete staff report at the next Plan and Zoning Commission meeting on May 7, 2024.

Referencing Rezoning Area A, R-1 to PUD with underlying R-3, T.Flack asked if the PUD specifies restricted to single family. L.Hutzell responded, yes.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC said he would answer any questions the Commission may have.

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

Item #3. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #1. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #4. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area A. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #5. Motion by L.West to close the public hearing and receive and file documents for Hope Crossing Land Use Plan Amendment Area #2. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #6. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area B. Second by A.Renaud . All voted aye. Motion carried 7 – 0.

Item #7. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #3. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #8. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Land Use Plan Amendment Area #4. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Item #9. Motion by L.West to close the public hearing, and receive and file documents for Hope Crossing Rezoning Area C. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Chair Ted Rapp addressed the audience after the public hearings to let them know that the items will come back to the Commission on Tuesday, May 7, 2024 for a recommendation to the City Council.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER

Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Plan and Zoning Commission
Staff Report

Meeting Date: May 7th, 2024

Agenda Item: Hope Crossing Rezoning – Action
Report Date: May 1, 2024
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Project Report

LUPA #1 with Rezoning A:

Land Use Plan Amendment #1 is approximately 57.74 acres; and is located south of NE 126th Avenue, east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is

now proposing to reclassify the future land use to Low Density Residential (LDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, Medium Density and Low Density to the west, Low Density to the south, and Office/Business Park (proposed medium and high density) to the east.

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

Proposed Area #1: 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 sq. ft. 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.

Accompanying Land Use Amendment #1, the applicant is also requesting to rezone approximately 88.86 acres (Rezoning Area A) from R-1 One Family Residential District to PUD Planned Unit Development. The purpose of a PUD is to promote development by providing a greater level of flexibility than normally allowed. Lots within the proposed PUD area would allow detached, single family homes with minimum lot widths of 55 feet and a minimum lot area of 6,650 square feet or 3.33 units per acre. The PUD Concept Plan outlines bulk regulations, landscape screening, which is provided by a 20' buffer easement along NE Delaware Avenue. Also included in the concept plans is the general plan for development with tentative lot lines, public streets, utilities, parkland area and storm water detention.

LUPA Area #2 with Rezoning B:

Land Use Plan Amendment Area #2 is approximately 15.71 acres; and is located south of NE 126th Avenue east of NE Delaware Avenue, and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office Business Park (OB). The applicant is now proposing to reclassify the future land use to Medium Density Residential (MDR). The Future Land Use Map indicates surrounding properties to the amendment area as Community Commercial to the north, office business park (proposed low density to the west), Highway Commercial to the east, and Office/Business Park and Low Density (proposed high density) to the south.

Existing Area #2: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #2: Medium Density Residential (MDR)
This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'Tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.

Accompanying Land Use Amendment Area #2 request, the applicant is also requesting to rezone the same 15.71 acres (Area B) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre.

LUPA Area #3 & #4 with Rezoning C:

Land Use Plan Amendment Area #3 is approximately 6.36 acres; and is located in the southeast corner of the subject area east of NE Delaware Avenue and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Office/Business Park (OB). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed Medium Density) to the north, Office/Business Park (proposed Low Density) to the west, Highway Commercial to the east, and low density (proposed high density) to the south.

Land Use Plan Amendment Area #4 is approximately 8.37 acres; and is located in the southeast corner of the subject area east of NE Delaware Ave and west of I-35. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Office/Business Park (proposed High Density) to the north, Low Density to the west, High Density and Low Density to the south, and Office/Business Park to the east.

Existing Area #3: Office/Business Park (OB)
This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (includes restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.

Proposed Area #3: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Existing Area #4: 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 sq. ft. 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.

Proposed Area #4: High Density Residential (HDR)
This land use category is for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments, religious, educational, and institutional uses and structures; child day care centers; and public and private parks are recreational areas and structures.

Accompanying the request for Land Use Amendment Areas #3 & #4, the applicant is also requesting to rezone 14.73 acres (Area C) from R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

The developer has submitted the required rezoning petitions consisting of signatures of more than 60% of the land area specifically providing 83.68% for Area A and 68.07 % for Area C. Area B had initially obtained 49.72% consenting signatures from adjacent property owners, requiring Council initiation, which took place March 4, 2024. However, since then, additional signatures have been collected bringing consenting signature totals to 72.4%.

Notifications of the public hearing were sent to the surrounding property owners within 250' of the subject rezonings and 350' of the proposed amendment areas on April 3, 2024; and a legal notice of the proposed rezonings and amendments was published on April 5, 2024. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by April 4, 2024, 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 16, 2024. During the public hearing there was discussion regarding the project from City Staff and the applicant's engineer, however no one from the public spoke. A complete recap of the discussion can be found in the minutes from the meeting.

Summary:

The conditions outlined above influence City staff in determining the following: The proposed change in land use in Amendment Area #1 from Office/Business Park to Low Density, the proposed change in land use in Amendment Area #2 from Office/Business Park to Medium Density, the proposed change in land use in Amendment Area #3 from Office/Business Park to High Density and the proposed change in land use in Amendment Area #4 from Low Density to High Density are all appropriate. In addition to these amendments, City staff has also determined that the proposed rezonings for Area A, Area B and Area C are also appropriate.

Therefore, staff recommends that the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10,

Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential.

That the Plan & Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K. Farms, LLC (LUPA Area #4) from Low Density to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope K. Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

March 29, 2024

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

RE: Rezoning & Land Use Plan Amendments – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 88.86 acres to a Planned Unit Development (Area A), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B) and 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area C).

Rezoning requests related to the proposed PUD (Area A) and R-3 restricted to 20 units per acre (Area C) zoning districts had each obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district had initially obtained 49.72% consenting signatures from adjacent property owners within 250', requiring Council initiation of that particular rezoning request which took place at its March 4th Council Meeting. A neighboring property owner has since agreed to the Area B rezoning request and has provided a singed consent form meeting the 60% minimum required consent of adjacent property owners within 250' for all three rezoning requests.

We are also submitting a request to modify the city's comprehensive plan from 57.74 acres of office/business park to low-density residential, 15.71 acres of office/business park to medium-density residential, 6.36 acres of office/business park to high-density residential and 8.37 acres of low-density residential to high-density residential.

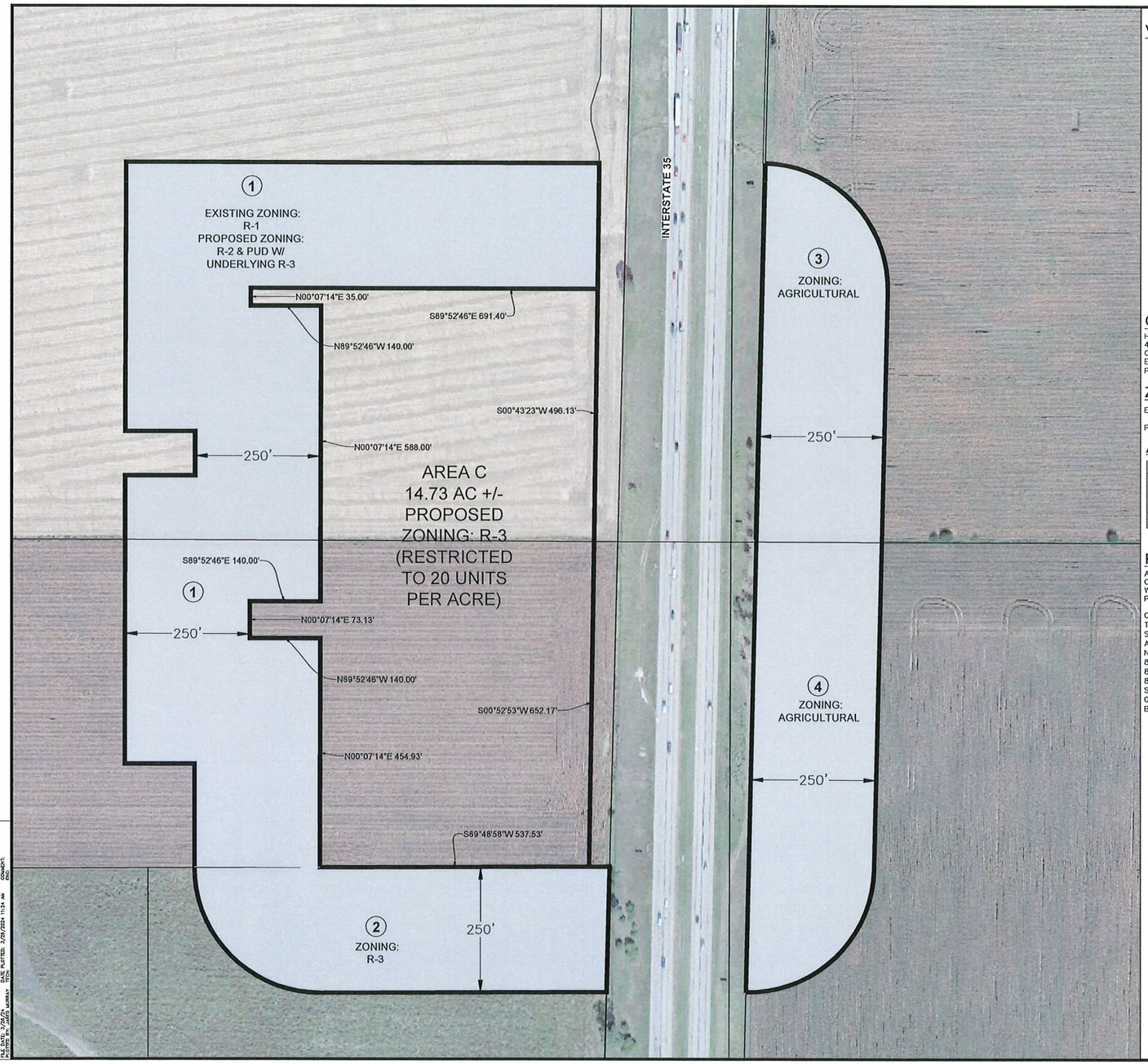
When the comprehensive plan was created for this large tract of property that overall contains 119.30 acres, the property was assigned a low-density residential and office/business park land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE Delaware Avenue to the west and Interstate 35 on the east. We are proposing to have higher density residential along Interstate 35 that would then transition to lower density residential as you head west through the property.

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,

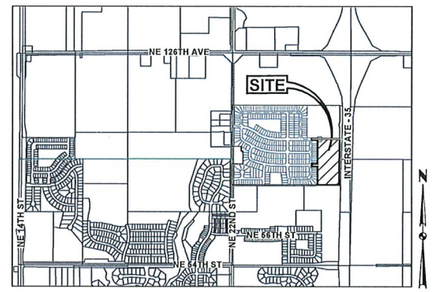
CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 20 UNITS PER ACRE)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	14.43 AC.	52.08%	X
2. NORTH ANKENY LAND LLC	4.43 AC.	15.99%	X
3. PUTCO INC	4.00 AC.	14.43%	
4. DLE FOUR WAY LC	4.85 AC.	17.50%	
	27.71 AC.	100%	68.07%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

N

SCALE
0' 50' 100' 200'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Shipkong Secretary

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM
TECH: JDS
CIVIL DESIGN ADVANTAGE

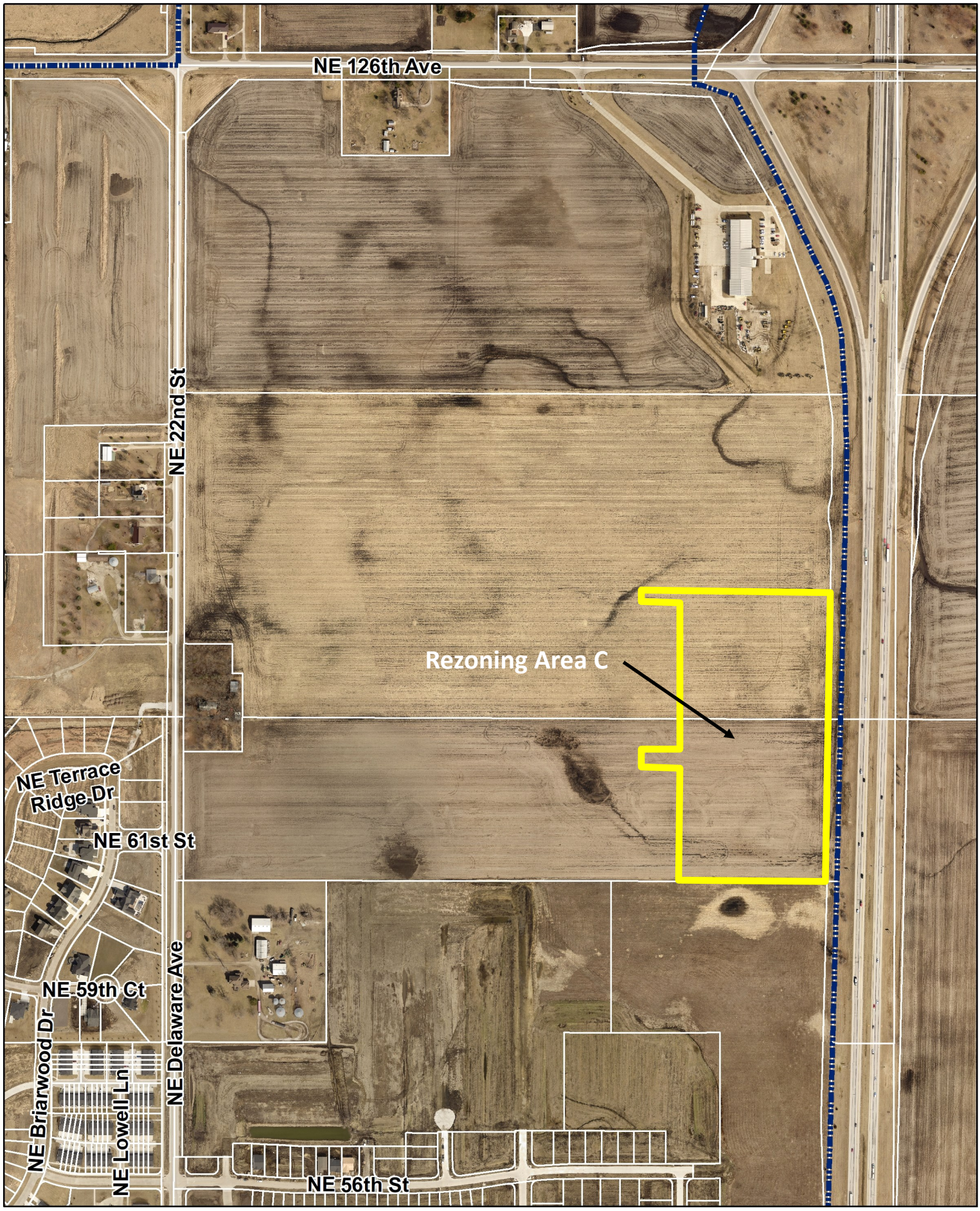
HOPE CROSSING

R-3 REZONING EXHIBIT - AREA C

ANKENY, IOWA

1/1

2212.837



N

1 inch = 500 feet

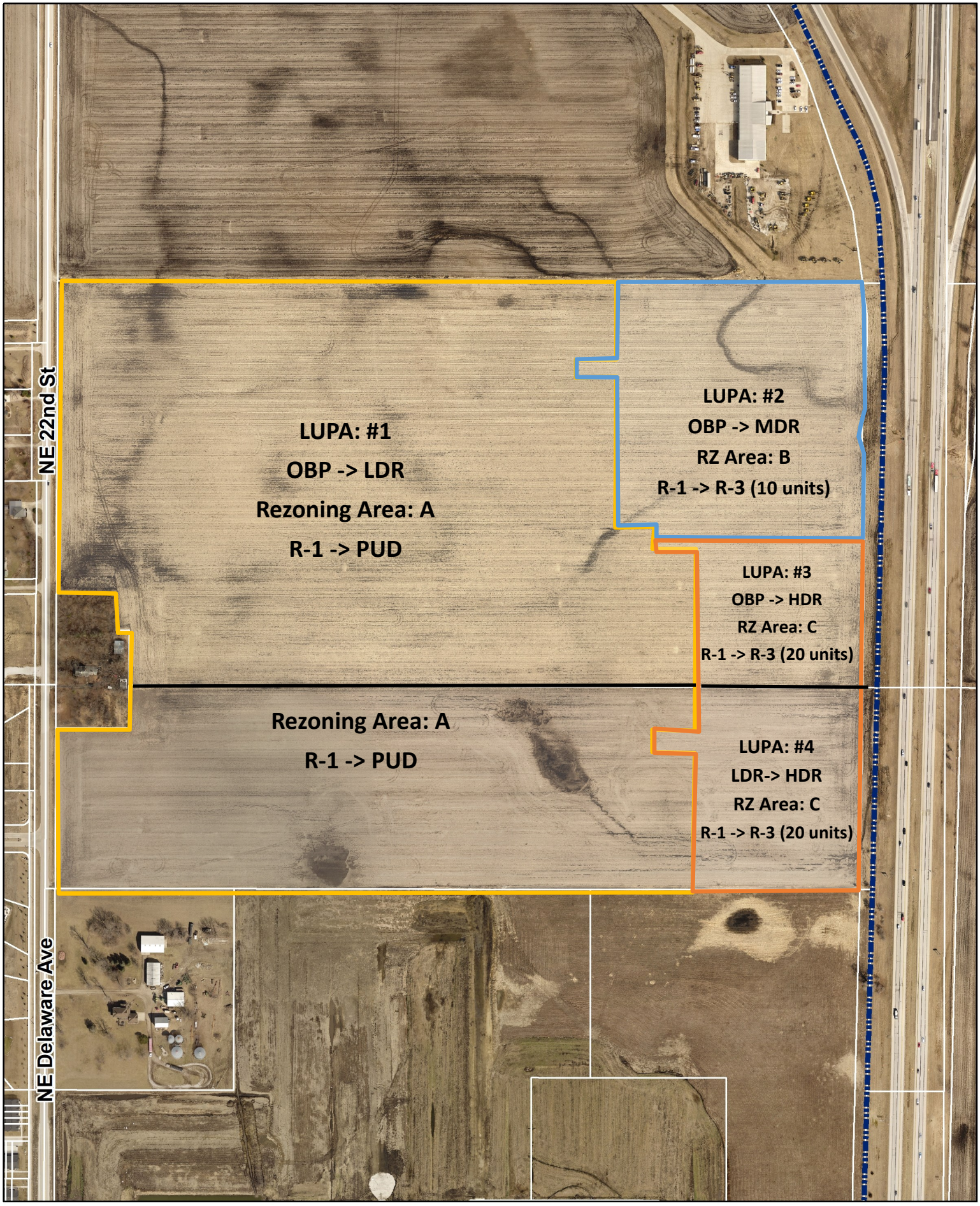
Date: 3/11/2024

Hope Crossing Aerial

Rezoning Area C

Ankeny

bringing it all together.



N

1 inch = 400 feet

Date: 4/11/2024

Hope Crossing
Land Use Plan Amendments & Rezonings
Combined Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

No Review Required

SUBJECT:

PH 2024-37: Proposed Amended Development Agreement between the City of Ankeny and Pet Parents, LLC.

EXECUTIVE SUMMARY:

Pet Parents, LLC committed to creating 28 new jobs within 36 months of approval of their development agreement approved by the City Council on March 1, 2021. This development agreement provided TIF rebates to support the project and outlined the terms of their award, which included claw back provisions. They have created three new jobs over the past 36 months and have requested a 12 month extension to allow for additional time to meet the new jobs requirement of their agreement. The proposed extension and amendment will provide them four years to create the positions and one year to maintain the positions. The original agreement required them to create the positions within three years and maintain the positions for two years.

FISCAL IMPACT: **No**

In lieu of withholding rebate payments, the company will have additional time to create new jobs. Rebate payments may still be withheld if job creation targets are not met by March 1, 2025.

CITY MANAGER'S RECOMMENDATIONS:

To approve the amended development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on March 1, 2021.

PUBLIC OUTREACH EFFORTS:

The City Council held a public hearing and approved a development agreement for this project on March 1, 2021.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-37.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Amended Development Agreement
Pet Parents Amend DA reso

PUBLIC HEARING 2024-37 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND PET PARENTS, LLC

Mayor:

This is the time and place for a public hearing on the matter of a proposed amended development agreement between the City of Ankeny and Pet Parents, LLC. The amended agreement will provide Pet Parents, LLC. a twelve-month extension to provide additional time to create the new jobs pledged as part of their original agreement. The Notice of Hearing on this proposal was published in the Des Moines Register on the 24th day of May, 2024.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Derek Lord, Director of Economic Development, provide a report to the Council on this proposed amended development agreement."

After City Staff Report:

"IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED AMENDED AGREEMENT?" Inform them to come to the microphone, give 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 2024-37.

Mayor:

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

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266
(515) 274-1450

Amendment To
Tax Increment Development Agreement with PET PARENTS, LLC

This Amendment to Tax Increment Development Agreement is made and entered into this 3rd day of June, 2024, by and between the City of Ankeny, Iowa, and Pet Parents, LLC, an Iowa limited liability company.

Whereas, the City of Ankeny, Iowa (hereinafter "City"), entered into a Tax Increment Development Agreement with Pet Parents, LLC (hereinafter "Company") by Agreement approved on March 1, 2021 and filed of record on March 4, 2021 in Book 18395, Page 498 in the Office of the Polk County Recorder (the "Agreement"); and

Whereas, the City and Company agreed to an Urban Renewal Project to be undertaken by the Company on property locally known as 1808 SW Magazine Road Ankeny, Iowa and legally described on the attached **Exhibit "A"** (hereinafter "Project Area"). the Project Area is located within the 1989 Ankeny Economic Development Area Urban Renewal Project established by Resolution #23-89 passed on March 20, 1989 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1039 passed on May 15, 1989 (hereinafter "Ordinance"), and included in the Urban Renewal Plan approved by Resolution No. 62-89, adopted April 17, 1989, and the following amendments: Resolution No. 32-94, adopted February 7, 1994, the City approved and adopted Amendment No. 1 to the Plan; Resolution No. 2003-195, adopted May 19, 2003, the City approved and adopted Amendment No. 2 to the Plan; Resolution No. 2003-356, adopted November 17, 2003, the City approved and adopted Amendment No. 3 to the Plan; Resolution No. 2005-408, adopted September 6, 2005, the City approved and adopted Amendment No. 4 to the Plan; Resolution No. 2012-376, adopted September 17, 2012, the City approved and adopted Amendment No. 5 to the Plan; Resolution No. 2015-183, adopted April 6, 2015, the City approved and adopted Amendment No. 6 to the Plan; Resolution No. 2017-132, adopted March 6, 2017, the City approved and adopted Amendment No. 7 to the Plan; Resolution No. 2018-148,

adopted March 19, 2018, the City approved and adopted Amendment No. 8 to the Plan; Resolution No. 2018-257, adopted May 21, 2018, the City approved and adopted Amendment No. 9 to the Plan; Resolution No. 2019-088, adopted March 4, 2019, the City approved and adopted Amendment No. 10 to the Plan; Resolution No. 2020-460, adopted November 2, 2020, the City approved and adopted Amendment No. 11 to the Plan; and Resolution No. 2021-374, adopted October 4, 2021, the City approved and adopted Amendment No. 12 to the Plan; and Resolution No. 2023-165, adopted April 3, 2023, the City approved and adopted Amendment No. 13 to the Plan; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, under the terms of the Agreement, the Company proposed an Urban Renewal Project that would construct an approximately 31,000 square foot office, warehouse and distribution facility to be located within the Project Area, with the Company committing to the creation of twenty-eight (28) full-time positions at specific wages within three (3) years of approval of the original Agreement; and

Whereas, the Company has completed the construction of the proposed facility and has added three (3) new jobs within three (3) years of the original Agreement; and

Whereas, the Company has requested an additional one year to create the additional jobs needed to meet the employment targets at the wages outlined in the Agreement.

Now, therefore, the City and Company, in consideration of the promises and mutual obligations set forth in the Agreement, agree to amend the Agreement and covenant as follows:

1. Article III, Paragraph 3.1 is hereby replaced with the following:

3.1 By the expiration of four (4) years following the issuance of approval of this Agreement (the "Project Completion Period"), the Company agrees to have created twenty-eight (28) full-time positions (this is in addition to current positions) within the Project Area, defined as one person employed 2,080 hours per year, and thereafter shall maintain these positions for a period of one (1) additional year (hereinafter "Maintenance Period") following the Project Completion Period. The five (5) year period from the date of issuance of approval of this Agreement until the expiration of the Maintenance Period is hereinafter referred to as the "Project Period".

Laborshed %	FY21Wage Rate	# of Positions	Created/Retained	Rebate Value
<100%	<$25.76	22	C	$1,500
100% - 120%	$25.76-$30.91	4	C	$2,500
>120%	>$30.91	2	C	$4,000

3. This Amendment to the Agreement shall take effect immediately upon execution by the parties.

4. In all other respects, the Agreement between the parties shall remain in full force and affect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

ATTEST:

By: _____
Michelle Yuska, City Clerk

By: _____
Mark E. Holm, Mayor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 3rd day of June, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Ankeny, Iowa, by authority of its City Council, as contained in the Resolution adopted by the City Council under ~~Roll Call No~~. 24-_____ of the City Council on the 3rd day of June, 2024, and that Mark E. Holm and Michelle Yuska acknowledged the execution of the instrument to be the voluntary act and deed of City of Ankeny, Iowa, by it and by them voluntarily executed.

Diane Klemme
Notary Public in the State of Iowa
My commission expires: 7-14-24

DIANE KLEMME
Commission Number 704107
My Commission Expires
July 14, 2024

PET PARENTS, LLC

By: _____
Blake Anderssen (f/k/a Blake Anderson) Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the 14th day of May, 2024, by Blake Anderssen (f/k/a Blake Anderson), as Manager of Pet Parents, LLC, an Iowa Limited Liability Company.

JEFFERY D DAMMAN
Commission Number 721801
My Commission Expires
April 9, 2027

_____
Notary Public in and for the State of Iowa
My commission expires: 4-9-27

The undersigned acknowledges and consents to the forgoing Amendment.

CENTRAL BANK

By: _____
Name: Jeffery D. Damman
Title: Senior Vice President

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the 14th day of May, 2024, by Jeffery D Damman, as Senior Vice President of Central Bank.

MARK HEFFERNAN
Commission Number 779426
My Commission Expires
7-19-2025

_____
Notary Public in and for the State of Iowa
My commission expires: July 19, 2025

EXHIBIT "A"
The Property

That certain real property located in the City of Ankeny, Polk County, Iowa, described as follows:

Lot 1 in VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

RESOLUTION XX-XXX

A RESOLUTION APPROVING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & PET PARENTS, LLC

WHEREAS, The City Council approved a development agreement with Pet Parents, LLC on March 1, 2021 providing incentives for an approximately 31,000 square foot office, warehouse and distribution facility located at 1808 SW Magazine Road, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

WHEREAS, the agreement required Pet Parents, LLC to create twenty-eight (28) new jobs at specific wages within thirty-six (36) months of approval of the agreement; and

WHEREAS, Pet Parents, LLC has requested a twelve (12) month extension to provide additional time to create the new jobs pledged as part of their original agreement; and

WHEREAS, city staff has amended the existing development agreement between the City of Ankeny and Pet Parents, LLC to provide Pet Parents, LLC a total of 48 months to create the new jobs pledged in their original development agreement; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Amended Development Agreement between the City of Ankeny and Pet Parents, LLC and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Development Agreement.

Passed and approved this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

No Review Required

SUBJECT:

PH 2024-38: Proposed Amended Development Agreement between the City of Ankeny and SPAL-USA, Inc.

EXECUTIVE SUMMARY:

This amendment provides SPAL - USA an additional twenty (24) months to commence construction on their proposed office and manufacturing facility. The original development agreement approved May 1, 2023, required SPAL to commence construction, defined as footings in the ground, within twelve (12) months of approval. A twenty-four (24) month extension would give SPAL until May, 1, 2026 to commence construction. This change is being requested due to primary customers extending the roll out date for new products that will use SPAL equipment, which gives SPAL additional time to begin manufacturing in Ankeny. SPAL has acquired approximately 23 acres since the original development agreement was approved.

FISCAL IMPACT: **No**

This amendment gives SPAL additional time to begin their project. The terms of the agreement have not changed.

CITY MANAGER'S RECOMMENDATIONS:

To approve the amended development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on May 1, 2023.

PUBLIC OUTREACH EFFORTS:

The City Council held a public hearing and approved a development agreement for this project on May 1, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-38.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Spal Amend DA Reso
SPAL Amend DA

PUBLIC HEARING 2024-38 **5:30 P.M.** **JUNE 3, 2024**

PROPOSED AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND SPAL USA, INC.

Mayor:

This is the time and place for a public hearing on the matter of a proposed amended development agreement between the City of Ankeny and SPAL USA, Inc. The amended agreement will provide SPAL - USA, Inc. a total of 36 months to commence construction on an approximately 215,000 square foot office and manufacturing facility. The Notice of Hearing on this proposal was published in the Des Moines Register on the 24th day of May, 2024.

Mayor:

"HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED FOR THIS HEARING?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Derek Lord, Director of Economic Development, provide a report to the Council on this proposed amended development agreement."

After City Staff Report:

"IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED AMENDED AGREEMENT?" Inform them to come to the microphone, give 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 2024-38.

Mayor:

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

RESOLUTION XX-XXX

A RESOLUTION APPROVING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & SPAL - USA, INC.

WHEREAS, The City Council approved a development agreement with SPAL - USA, Inc. on May 1, 2023 providing incentives for an approximately 215,000 square foot office and manufacturing facility on 23 acres located at 7655 SE Convenience Boulevard in the Crosswinds Business Park, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

WHEREAS, the agreement required SPAL - USA, Inc. to commence construction, defined as footings in the ground, within twelve (12) months of approval of the agreement; and

WHEREAS, SPAL - USA, Inc. has requested a twenty-four (24) month extension to commence construction; and

WHEREAS, city staff has amended the existing development agreement between the City of Ankeny and SPAL - USA, Inc. to provide SPAL - USA, Inc. a total of 36 months to commence construction on an approximately 215,000 square foot office and manufacturing facility.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Amended Development Agreement between the City of Ankeny and SPAL - USA, Inc. and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Development Agreement.

Passed and approved this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

_____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266
(515) 274-1450

Amendment To
Tax Increment Development Agreement with SPAL – USA, INC.

This Amendment to Tax Increment Development Agreement is made and entered into this _____ day of _____, 2024, by and between the City of Ankeny, Iowa, and SPAL – USA, Inc.

Whereas, the City of Ankeny, Iowa (hereinafter "City"), entered into a Tax Increment Development Agreement (the "Agreement") with SPAL – USA, Inc. (hereinafter "Company") by Agreement approved on May 1, 2023; and

Whereas, the City and Company agreed to an Urban Renewal Project to be undertaken by the Company on property locally known as 7655 SE Convenience Boulevard in the Crosswinds Business Park, Ankeny, Iowa and legally described on the attached **Exhibit "A"** (hereinafter "Project Area"). the Project Area is located within the 1989 Ankeny Economic Development Area Urban Renewal Project established by Resolution #23-89 passed on March 20, 1989 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1039 passed on May 15, 1989 (hereinafter "Ordinance"), and included in the Urban Renewal Plan approved by Resolution No. 62-89, adopted April 17, 1989, and the following amendments: Resolution No. 32-94, adopted February 7, 1994, the City approved and adopted Amendment No. 1 to the Plan; Resolution No. 2003-195, adopted May 19, 2003, the City approved and adopted Amendment No. 2 to the Plan; Resolution No. 2003-356, adopted November 17, 2003, the City approved and adopted Amendment No. 3 to the Plan; Resolution No. 2005-408, adopted September 6, 2005, the City approved and adopted Amendment No. 4 to the Plan; Resolution No. 2012-376, adopted September 17, 2012, the City approved and adopted Amendment No. 5 to the Plan; Resolution No. 2015-183, adopted April 6, 2015, the City approved and adopted Amendment No. 6 to the Plan; Resolution No. 2017-132, adopted March 6, 2017, the City approved and adopted Amendment No. 7 to the Plan; Resolution No. 2018-148, adopted March 19, 2018, the City approved and adopted Amendment No. 8 to the Plan; Resolution No. 2018-257, adopted May 21, 2018, the City approved

and adopted Amendment No. 9 to the Plan; Resolution No. 2019-088, adopted March 4, 2019, the City approved and adopted Amendment No. 10 to the Plan; Resolution No. 2020-460, adopted November 2, 2020, the City approved and adopted Amendment No. 11 to the Plan; and Resolution No. 2021-374, adopted October 4, 2021, the City approved and adopted Amendment No. 12 to the Plan; and Resolution No. 2023-165, adopted April 3, 2023, the City approved and adopted Amendment No. 13 to the Plan; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, under the terms of the Agreement, the Company proposed an Urban Renewal Project that would construct an approximately 215,000 square foot office and manufacturing facility to be located within the Project Area, with the Company committing to commencing construction, defined as footings in the ground, within twelve (12) months of approval of the Agreement; and

Whereas, the Company has acquired the Project Area and has been working on a site plan and building plans and is now expected to begin construction by Spring 2026; and

Whereas, the Company has requested an additional twenty-four (24) months to commence construction, defined as footings in the ground, as outlined in the Agreement.

Now, therefore, the City and Company, in consideration of the promises and mutual obligations set forth in the Agreement, agree to amend the Agreement and covenant as follows:

1. Article I, Paragraph 1.2 is hereby replaced with the following:

1.2 The Company shall commence the Project, defined as footings in the ground, within thirty-six (36) months of approval of this Agreement by the City.

2. Article III, Paragraph 1.3 is hereby replaced with the following:

1.3 The Company agrees to create thirty-nine (39) full-time positions, defined as one person employed 2,080 hours per year, at the wages listed in the table below, within five (5) years of issuance of the approval of the original Agreement dated May 1, 2023 (hereinafter "Project Completion Period") and maintain these positions for a period of two (2) additional years (hereinafter "Maintenance Period") following the Project Completion Period, for a total of seven (7) years, (hereinafter "Project Period").

Laborshed %	FY23 Wage Rate	# of Positions	Created/Retained	Rebate Value
<100%	<$27.76	2	C	$2,000
100% - 120%	$27.76 - $33.31	22	C	$3,500
>120%	>$33.31	15	C	$5,000

3. This Amendment to the Agreement shall take effect immediately upon execution by the parties.

4. In all other respects, the Agreement between the parties dated May 1, 2023 shall remain in full force and affect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Amendment to the Development Agreement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the ____ day of June 2024 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of June, 2024.

_____
City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm 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 the said Mark E. Holm 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.

[Stamp or Seal]

_____
Notary Public in and for the State of Iowa

SPAL – USA, Inc.
an Iowa Corporation

By: _____
Justin Sample, President SPAL – USA, Inc.

STATE OF IOWA, COUNTY OF POLK, ss:

On this 10 day of May, 2024, before me, a Notary Public in and for the said State, personally appeared Justin Sample, to me personally known, who, being by me duly sworn, did say that that person is President of said company; that said instrument was signed on behalf of the said company by authority of its Officers and the said Justin Sample acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



_____
Notary Public in and for said State of Iowa

Exhibit "A"

7655 SE CONVENIENCE BOULEVARD, ANKENY, IOWA 50021

Or also described as:

LOT 1 CROSSWINDS BUSINESS PARK PLAT 1

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of May 20, 2024, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE ANKENY CITY COUNCIL
Monday, May 20, 2024 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

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

PUBLIC FORUM

1. Ted & Teri Bishop, 3788 NE 78th Ave, Ankeny, addressed Council to express concerns in regards to the future Berwick Estates Development and the increase in traffic.
2. Kim Schaaf, 110 N Ankeny Blvd, Ankeny, spoke on behalf of the Ankeny Business & Industry Collaborative in support of the local option sales tax.
3. Curtis Carroll, 7004 NE Berwick Dr, Ankeny, addressed Council with his concerns relating to the traffic study and the future NE 38th Street Extension.
4. Asa Hutton, 827 NE 5th St, Ankeny, addressed Council about increased traffic due to construction. Mr. Hutton is requesting a stop sign at NE Hayes and 5th Street.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the May 20, 2024 agenda without amendment. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of May 6, 2024, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of April 16, 2024.
3. Receive and file the minutes of the Civil Service Commission meeting of April 11, 2024.

Licenses and Permits

4. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

5. Receive and file Financial Reports for April 2024.
6. Receive and file Building Permit Report for April 2024.
7. Receive and file Utility Billing Report for April 2024.
8. Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $50,922.00 with HR Green, Inc. for Special Assessment Services and Construction Phase Services on the NE 36th Street Reconstruction Project - Interstate 35 to NE Four Mile Drive.
9. Change Order #1 increasing the contract amount by $3,500.00 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.

10. Change Order #1 increasing the contract amount by $2,711.28 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street Traffic Signal project.
11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $46,850.00 with Nilles Associates, Inc. for construction engineering services on the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.
12. Change Order #1 increasing the contract amount by $2,000.00 to On Track Construction, LLC, for construction services on the NW Northlawn Area Utility Improvements - Phase 2 project.
13. Amendment #4 to the Professional Services Agreement increasing the contract amount by $34,000.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Boulevard Landscape Improvements Project to be paid through liquidated damages charged to the contractor.
14. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by $95,000.00 Strand Associates, Inc., for construction services on the NE 36th Street and NE 38th Street Water Main Loop Project.
15. Payment #2 in the amount of $94,084.20 to Absolute Concrete Construction, for construction services on the NW Northlawn Area Utility Improvements - Phase 3 project.
16. Payment #13 in the amount of $12,904.26 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
17. Payment #2 in the amount of $18,370.51 to Civil Design Advantage, LLC, for engineering services on the Westlawn Place Area Utility Improvements - Conceptual Design project.
18. Payment #10 in the amount of $529,142.89 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
19. Payment #24 in the amount of $33,561.45 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
20. Payment #7 in the amount of $25,106.24 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
21. Payment #1 in the amount of $283,661.45 to HPC, LLC for construction services associated with the Ankeny Fire Station No. 4 project.
22. Payment #17 in the amount of $11,197.38 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
23. Payment #1 in the amount of $648,452.05 to InRoads, LLC, for construction services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
24. Payment #1 in the amount of $126,826.90 to Iowa Civil Contracting, Inc., for construction services on the 2024 PCC Pavement Preservation Program - Crack and Jointing Filling project.
25. Payment #1 in the amount of $22,624.72 to Jasper Construction Services, Inc., for construction services on the SE Delaware Avenue and SE 54th Street Traffic Signal project.
26. Payment #13 in the amount of $11,901.00 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
27. Payment #8 in the amount of $5,919.50 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
28. Payment #14 in the amount of $420.00 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
29. Payment #2 in the amount of $31,766.90 to McClure Engineering Company, for construction engineering services on the SW Des Moines Street Utility Improvements project.
30. Payment #8 in the amount of $155,432.35 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
31. Payment #1 in the amount of $176,400.81 to Rognes Corporation, for construction services on the North Four Mile Creek Trunk Sewer project.
32. Payment #13 in the amount of $6,204.87 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

33. Payment #1 in the amount of $56,522.15 to TK Concrete, Inc., for construction services on the 2024 PCC Street Patching project.
34. May 20, 2024 Accounts Payable by fund: General $280,096; Road Use Tax $48,808; Debt Service $22,754,306; Water $252,908; Water Sinking Fund $1,669,664; Sewer $615,124; Storm Water $8,079; Golf Course $24,615; Enterprise Project $737,597; Revolving $30,306; Risk Management $6,844; Health Insurance $219; Capital Projects $1,818,960; Payroll Totals $1,433,336; Transfers/ACH ($207,017); Agenda Payments Approved Separately ($2,539,855); Grand Total $26,933,990.
35. **RESOLUTION 2024-213** authorizing the purchase of eight sport utility vehicles (SUV) for the Police Department.

Personnel Items

36. Civil Service Commission certified lists for appointment to: Police Officer, Firefighter Paramedic, Deputy Building Official, and Building Inspections Supervisor, subject to passing any further departmental requirements.

Community Development

37. **RESOLUTION 2024-214** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Low Density Residential (LUPA #1) (date of hrg: 6/3/24 @ 5:30p.m.).
38. **RESOLUTION 2024-215** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to PUD, Planned Unit Development District (Rezoning Area A). (date of hrg: 6/3/2024 @ 5:30p.m.)
39. **RESOLUTION 2024-216** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Medium Density Residential (LUPA #2) (date of hrg: 6/3/24 @ 5:30p.m.).
40. **RESOLUTION 2024-217** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. (Rezoning Area B). (date of hrg: 6/3/2024 @ 5:30p.m.)
41. **RESOLUTION 2024-218** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Office/Business Park to High Density Residential (LUPA #3) (date of hrg: 6/3/24 @ 5:30p.m.).
42. **RESOLUTION 2024-219** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms LLC from Low Density Residential to High Density Residential (LUPA #4) (date of hrg: 6/3/24 @ 5:30p.m.).
43. **RESOLUTION 2024-220** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K Farms LLC from the current R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. (Rezoning Area C). (date of hrg: 6/3/2024 @ 5:30p.m.)
44. Grant preliminary approval of The Crossings at Deer Creek Plat 15 Final Plat.
45. **RESOLUTION 2024-221** authorizing the Mayor to sign a Development Agreement with Deer Creek Estates, LLC concerning the reimbursement of fifty percent (50%) of the costs related to traffic signal construction, fifty percent (50%) of the costs related to westbound left turn lane construction, one hundred percent (100%) of the costs related to eastbound left turn lane

construction, and twenty five percent (25%) for engineering design related costs associated with the development of The Crossings at Deer Creek Plat 15.

46. **RESOLUTION 2024-222** accepting acquisition plat, warranty deed to streets, and easements associated with The Crossings at Deer Creek Plat 15.
47. **RESOLUTION 2024-223** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 1101 S Ankeny Boulevard; and associated with the development of the Hyper Energy Bar Site Plan.
48. Approve the King's Pointe East Preliminary Plat, and the acceptance of the public street name NE Kings Pointe Drive.
49. **RESOLUTION 2024-224** accepting the final plat, warranty deed for streets, performance and maintenance bonds for public improvements, platted easements, sewer connection fee, and authorizing cost-participation for water main and sidewalk oversizing and truncated domes for Spectrum 36 Plat 3.
50. **RESOLUTION 2024-225** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer and subgrade prep in Spectrum 36 Plat 3.
51. **RESOLUTION 2024-226** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Spectrum 36 Plat 3.
52. **RESOLUTION 2024-227** accepting final plat, platted easements, subdivision bond for seeding and silt fence, and performance and maintenance bonds for underground improvements for DHI Plat 1.
53. **RESOLUTION 2024-228** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main in DHI Plat 1.

Engineering

54. **RESOLUTION 2024-229** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of storm sewer, paving, and subgrade prep for the SW Ankeny Road Culvert Replacement project.
55. **RESOLUTION 2024-230** approving plans and specifications and accepting the contract, performance and maintenance bonds associated with the construction of paving for the SW District Drive Traffic Improvements project.
56. **RESOLUTION 2024-231** accepting an amended public stormwater management facility maintenance covenant and permanent easement from Sherman Hills Real Estate Partnership, LLP, associated with the DMOS MRI Addition project.

Capital Improvement Projects

57. **High Trestle Trail Water Transmission Main and Drainage Improvements Project**: approve: a) Final Change Order #2 decreasing the final contract amount by $332,127.55 b) Certificate of Completion; c) **RESOLUTION 2024-232** accepting the public improvements with Synergy Contracting, LLC in the amount of $5,483,170.20; and d) Final Payment #15 in the amount of $15,196.96 / Release of Retainage in the amount of $274,158.52.

Administrative

58. Approve the Order Accepting Acknowledgement/Settlement Agreement with Walgreens #7996.
59. **RESOLUTION 2024-233** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and SPAL - USA, Inc. (date of hrg: 6/3/2024 @ 5:30 p.m.)
60. **RESOLUTION 2024-234** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and Pet Parents, LLC. (date of hrg: 6/3/2024 @ 5:30 p.m.)

61. **RESOLUTION 2024-235** authorizing the Mayor to sign an amendment to the Polk County Emergency Management Commission Bylaws.

APPROVAL OF CONSENT AGENDA

1. Council Member Perry moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-61. Ayes: Perry, Bentz, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Boards/Commissions Appointments

1. Motioned by Shafer, second by Bentz, to approve mayoral appointments to the Economic Development Council as follows: appoint Blaine Tuttle, effective immediately - June 30, 2026; reappoint Bethanie Langner, Andy Moffitt, and Phyllis Tinker, effective July 1, 2024 - June 30, 2027. Ayes: Shafer, Bentz, Perry, Ruddy.

Approval of Ordinances

1. **Ord 2166.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Ruddy moved, Shafer seconded, to accept third consideration of ORDINANCE 2166, sending it on its final passage and publication as required by law. Ay es: Ruddy, Shafer, Bentz, Perry.
2. **Ord 2167.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD Zoning of certain property owned by Commerce Center, LLC. Council Member Ruddy moved, Bentz seconded, to accept second consideration of ORDINANCE 2167. Ayes: Ruddy, Bentz, Perry, Shafer. Council Member Perry moved, Ruddy seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2167, sending it on its final passage and publication as required by law. Ayes: Perry, Ruddy, Bentz, Shafer.
3. **Ord 2168.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC. Council Member Perry moved, Ruddy seconded, to accept second consideration of ORDINANCE 2168. Ayes: Perry, Ruddy, Bentz, Shafer.
4. **Ord 2169.** An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2169. Ayes: Ruddy, Bentz, Perry, Shafer.
5. **Ord 2170.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 142 Mobile Food Vendors. Council Member Bentz moved, Ruddy seconded, to accept first consideration of ORDINANCE 2170. Ayes: Bentz, Ruddy, Perry, Shafer.
6. **Ord 2171.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 11 Special Events. Council Member Ruddy moved, Shafer seconded, to accept first consideration of ORDINANCE 2171. Ayes: Ruddy, Shafer, Bentz, Perry.

NEW BUSINESS

1. $17,425,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2024A. Council Member Bentz moved, Shafer seconded, to receive and file report of bids received on May 20, 2024 at 10:00 A.M. Ayes: Bentz, Shafer, Perry, Ruddy. Council Member

Bentz moved, Perry seconded, to adopt **RESOLUTION 2024-236** directing sale of $16,260,000 General Obligation Bonds, Series 2024A. Ayes: Bentz, Perry, Ruddy, Shafer.

2. $4,175,000 (Subject to Adjustment per Terms of Offering) Water Revenue Bonds, Series 2024B. Council Member Perry moved, Ruddy seconded, to receive and file report of bids received on May 20, 2024 at 10:00 A.M. Ayes: Perry, Ruddy, Bentz, Shafer. Council Member Bentz moved, Ruddy seconded, to adopt **RESOLUTION 2024-237** directing sale of $3,780,000 Water Revenue Bonds, Series 2024B. Ayes: Bentz, Ruddy, Perry, Shafer.
3. Local Option Sales and Services Tax. Council Member Bentz moved, Shafer seconded, to adopt **RESOLUTION 2024-238** regarding a special election on the imposition of a local option sales and services tax within the City of Ankeny, Iowa. Nays: Bentz, Shafer, Perry, Ruddy.

ADJOURNMENT

1. Meeting was adjourned at 6:07 p.m.

_____ _____

Diane Klemme, Deputy City Clerk Mark E. Holm, Mayor

Published in the Des Moines Register on 5/31/24.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the special meeting of May 24, 2024, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE ANKENY CITY COUNCIL SPECIAL MEETING
Friday, May 24, 2024
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

---

Mayor Holm called the meeting to order at 5:00 PM. Council Members present were Jeff Perry and Todd Shafer. Council Members Bobbi Bentz, Joe Ruddy, and Kelly Stearns joined the meeting electronically. City Manager Mike Schrock was also present.

APPROVAL OF AGENDA

1. Council Member Perry moved, Shafer seconded, to approve and accept the May 24, 2024 without amendment. Ayes: 5.

NEW BUSINESS:

1. Proposed Curbside Debris Collection: Council Member Perry moved, Shafer seconded, to approve curbside collection of tree and limb debris beginning May 30, 2024. Ayes: Perry, Shafer, Bentz, Ruddy, Stearns.

ADJOURNMENT

1. At 5:07 PM council adjourned the special meeting.

_____ _____

Diane Klemme, Deputy City Clerk Mark Holm, Mayor

Published in the Des Moines Register on the 7th day of June, 2024.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of May 07, 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Minutes 2024-05-07

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, May 7, 2024

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

CALL TO ORDER
Chair Ted Rapp called the May 7, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Ted Rapp, Randy Weisheit, Trina Flack, Glenn Hunter, Todd Ripper and Lisa West. Absent: Annette Renaud. Staff present: Eric Jensen, Eric Carstens, Laura Hutzell, Bryan Morrissey and Brenda Fuglsang.

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve and accept the May 7, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
There were no communications.

CITIZEN'S REQUEST
There were no requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the April 16, 2024 minutes of the Plan and Zoning Commission meeting.

Motion by T.Flack to approve the recommendations for Consent Agenda Item #1. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
Item #2. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K. Farms, LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1)

Item #3. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to PUD, Planned Unit Development (Rezoning Area A)

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2)

Item #5. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 10 units per acre (Rezoning Area B)

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land use Map for property owned by Hope K Farms, LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3)

Item #7. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope K Farms, LLC from Low Density Residential to High Density Residential use classification (LUPA Area #4)

Item #8. Request to rezone property owned by Hope K Farms, LLC from R-1 One Family Residential District to R-3 Multiple Family Residence District, restricted to 20 units per acre (Rezoning Area C)

Staff Report: L.Hutzell reported that Hope K Farms, LLC is requesting four amendments to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map and requesting to rezone three different land areas known as Hope Crossing. She stated that the properties subject to the proposed map amendments and rezonings consist of two parcels that total approximately 117.08 acres and shared the current zoning of the surrounding properties. L.Hutzell presented an aerial map specifically identifying the areas for each land use map amendment and rezoning. The proposed requested changes are as follows:

- **Land Use Plan Map Amendment #1** – Office Business Park to Low Density Residential, 57.74 acres
- **Rezoning Area A** – R-1, One-Family Residence District to PUD, 88.86 acres

- **Land Use Plan Map Amendment #2** – Office Business Park to Medium Density Residential, 15.71 acres
- **Rezoning Area B** – R-3, Multiple Family Residence District restricted to 10 units per acre, 15.71 acres

- **Land Use Plan Map Amendment #3** – Office Business Park to High Density Residential, 6.36 acres
- **Land Use Plan Map Amendment #4** – Low Density Residential to High Density Residential, 8.37 acres
- **Rezoning Area C** – R-3, Multiple Family Residence District restricted to 20 units per acre, 14.73 acres

L.Hutzell provided information on each request in detail, which included the bulk regulations and the PUD conceptual plan. She stated that all legal notifications were met and the public hearing was held on April 16, 2024. She noted that there was no one at the public hearing to speak for or against the requests. City staff has determined that the proposed changes in land use amendment Area #1, Area #2, Area #3 and Area #4 are appropriate; and that the proposed rezonings for Area A, Area B and Area C are also appropriate. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the following:

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential;

The request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential;

The request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential;

The request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential;

The request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre.

Jared Murray, Civil Design Advantage, LLC, 4121 NW Urbandale Drive, Urbandale, on behalf of Hope K Farms, LLC did not have anything further to share with the Commission.

There were no follow up questions from the Commission.

Item #2. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #1) from Office/Business Park to Low Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #3. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area A from R-1 One-Family Residence District to PUD, Planned Unit Development. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #4. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #2) from Office/Business Park to Medium Density Residential. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Item #5. Motion by L.West to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area B from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #3) from Office/Business Park to High Density Residential. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #7. Motion by G.Hunter to recommend City Council approval of the request by Hope K Farms, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope K Farms, LLC (LUPA Area #4) from Low Density to High Density Residential. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

Item #8. Motion by T.Ripper to recommend City Council approval of the request by Hope K Farms, LLC to rezone Area C from R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 20 units per acre. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the May 6, 2024 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the Tuesday, May 21, 2024 Plan and Zoning Commission meeting and the April 2024 Building Permits Report. E.Jensen stated that there will be a public hearing on May 21, 2024 for a request by Hope K Farms, LLC to rezone property from R-2 to PUD.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

May 20, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, G.Hunter motioned to adjourn the meeting. Second by T.Ripper. Meeting adjourned at 6:48 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve the issuance of Cigarette/Tobacco/Nicotine/Vapor Permits for July 1, 2024 - June 30, 2025.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the attached list of licensees have submitted renewal applications which have met all requirements and are now being presented to the City Council for approval. Copies of license applications are available for review in the Office of the City Clerk.

FISCAL IMPACT: **Yes**

Each licensee has paid the annual license fee of $100.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Applicant list: Cigarette/Tobacco/Nicotine/Vapor

July 1, 2024 – June 30, 2025
Cigarette/Tobacco/Nicotine/Vapor Permit Applicants

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Briarwood Membership Assoc.	3405 NE Trilein Dr
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Git-N-Go Store #40	2811 SW Oralabor Rd
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otter View Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
Kum & Go #2212	965 SE Corporate Woods Dr
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
La Victoria #4	502 N Ankeny Blvd, Ste 9
Liquor Lovers	1510 S Ankeny Blvd, Ste 107
Murphy USA #7594	1006 SE National DR
Neighborhood Liquor House	833 E 1st St, Ste 102
Tim's BP/AMACO Service	102 N Ankeny Blvd
Vape World and Tobacco, LLC	802 SE Oralabor Rd
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Yankee Clipper	312 SW Maple Street

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Fire	Strengthen Community Engagement

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of fireworks permits within the City of Ankeny to J & M Displays, to be held at Promenade Park at the conclusion of the following events:

- Sips & Songs: July 5, 2024 at approximately 10:00 PM (pending receipt of updated operator certificate)
- SummerFest: July 14, 2024 at approximately 9:30 PM (pending receipt of updated operator certificate)

EXECUTIVE SUMMARY:

On May 13, 2024, the Fire Department received permit applications for commercial fireworks displays from a licensed and insured professional display company, J & M Displays.
They are requesting to shoot off a display from Promenade Park on July 5, 2024 at the conclusion of the Sips & Songs event and on July 14, 2024 at the conclusion of the SummerFest event. They are requesting to use City of Ankeny property for the display due to safety of the public and those attending the event. These events were approved last year by the Council.
J & M Displays has been used in the past within the city for firework displays. They are licensed with the State of Iowa, ATF and currently insured for the event. With the application as it stands, the Fire

Department (Fire Marshal Craig Ver Huel) is comfortable with signing off on a permit for the display portion of the event.
Due to the displays being conducted on City property, in this instance Promenade Park, a portion of the park will need to be reserved and/or closed to the public. The closure is required to establish a safe area for conducting the firework display. The event organizers and display company must receive City Council authorization to use the City-owned facility for such purposes. In order to receive a permit for the display, the event organizer must agree to be responsible for site clean-up after the event and for securing the display site from the public as deemed appropriate by the Fire Department. Proof of the City of Ankeny as an Additional Insured is on file.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of the items as presented, contingent upon the requirements for accepting responsibility for site clean-up after the event and for securing the display site from the public as deemed appropriate by the Fire Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Site Map
ATF Manufacturing License
Memo - Sips & Songs
Certificate of Insurance- Sips & Songs
J&M Displays Product- Sips & Songs
Operator Certification - Sips & Songs
Permit - Sips & Songs
Memo - SummerFest
Certificate of Insurance - SummerFest
J&M Displays Product - SummerFest
Operator Certification - SummerFest
Permit - SummerFest

The District, Ankeny

Lat 41.711102°
Lon -93.620524°
350' Rad shown

Legend
Untitled Placemark

Smokey Row Coffee
Residence Inn by Marriott Des...
Jethro's BBQ n' LakeHouse
Shoot Site
Untitled Placemark
Promenade Park
Prairie Pointe

SW Vintage Pkwy
SW State St
SW Main St
SW Park Square Dr
SW Merchant St
SW Prairie Trail Pkwy

Google Earth
600 ft
N

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: **5-IA-057-50-4K-00054**
Chief, Federal Explosives Licensing Center (FELC): Mamie Howard	Expiration Date: **October 1, 2024**

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
18064 170TH AVE
YARMOUTH, IA 52660-9772

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

James J. Oetken — Licensee/Permittee Responsible Person Signature
C.E.O. — Position/Title
James J. Oetken — Printed Name
8-10-2023 — Date

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

Previous Edition is Obsolete
J & M DISPLAYS INC:18064 170TH AVE:52660:5-IA-057-50-4K-00054:October 1, 2024:50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **J & M DISPLAYS INC**

Business Name:

License/Permit Number: **5-IA-057-50-4K-00054**

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **October 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance *(as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802))*, (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence *(as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act)*, or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than $250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC. **Note:** The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business *(27 CFR 555.61)(27 CFR 555.128)*. Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB

✂ Cut Here

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free number: (877) 283-3352
Fax number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

Craig Ver Huel, Division Chief
Ankeny Fire Department

Memorandum

TO: Michelle Yuska

CC: Vance Swisher, Mike Schrock

DATE: May 15, 2024

RE: Fireworks permit from city property

Mrs Yuska,

On May 13, 2024, I received a permit application for a commercial firework display from a licensed and insured professional display company (J & M Displays).

They are requesting to again shoot off a display from Promenade Park on July 5, 2024 at the conclusion of the event (Sips & Songs). As neither the event nor the fireworks are sponsored by the City of Ankeny, they are requesting to use City of Ankeny property for the display due to safety of the public and those at the event. This event was approved last year by the Council.

J & M Displays was the contractor for this event last year. They are licensed with the State of Iowa, ATF, and currently insured for the event. With the application as it stands, I am comfortable with signing off on a permit for the display but need further approval.

This event will have no Financial Impact.

Craig Ver Huel

Division Chief -Community Risk Reduction.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2024

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 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 Acrisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:**
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Denali Insurance Company — 16044 **INSURER B :** Axis Surplus Ins Company — 26620 **INSURER C :** Everest Indemnity Insurance Co. — 10851 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 397652796 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			SI8ML00060-241	1/15/2024	1/15/2025	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 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
C	Excess Liability #2			SI8EX01313-241	1/15/2024	1/15/2025	Each Occ/ Aggregate Total Limits	$4,000,000 $10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.
DISPLAY DATE: JULY 5, 2024
RAIN DATE: TBD
LOCATION: 1500 SW PRAIRIE TRAIL PARKWAY, ANKENY, IA

ADDITIONAL INSURED: CITY OF ANKENY, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUSBSIDIARIES, DIVISIONS & AFFLIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; THE DISTRICT ASSOCIATION (SPONSOR); DRA PROPERTIES (LANDOWNER)

CERTIFICATE HOLDER

The District Association
1525 NE 36th 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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J&M Displays Proposal for:

The District Association
Sips & Songs

Main Event

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	White Strobe & Color with White Strobe Mine & Color 8 shot	

Category Shell Count: 8

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	1" 100 Shot Sino-Candle Fan Shape -4th Celebration	

Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
3	3" WHITE STROBE HORSE TAIL	
1	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	
1	Assortment A of 18 different (72 shells) J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 95

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
1	Farfallas and silver glitter to red ELECTRIC FIRE ONLY (cylinder)	
1	Green Crossettes with tail and Silver tourbillions ring ELECTRIC FIRE ONLY	

Category Shell Count: 2

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Red green and blue moving stars	
1	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 21

4 Inch Special Effect shells

Quantity	Name	Rising Effect
1	Aqua meteor	
1	Crackling nishiki kamuro	

Category Shell Count: 2

Section Shell Count: 228

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect
4	Rainbow peony 10 Shot finale chain	
4	Red white and blue 10 Shot finale chain	
2	Spiderweb 10 Shot finale chain	

Category Shell Count: 100

18064 170th Avenue, Yarmouth, Iowa 52660-9772
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J&M Displays Proposal for:

The District Association
Sips & Songs

Finales

4 Inch Color Shells

Quantity	Name	Rising Effect
3	Glittering willow	

Category Shell Count: 3

Section Shell Count: 103

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
100	Igniter 2 meter leads	
52	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	(UN0431) Color with strobe 25 shot cake 5X5	
2	(UN0431) Silver whirl to RWB with whistles & finale 25 Shot cake	

Category Shell Count: 100

3 Inch Color Shells

Quantity	Name	Rising Effect
1	Colorful crackling flower dahlia	

Category Shell Count: 1

Section Shell Count: 101

15% Free for Loyalty Program

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	(UN0431) Crackling with tail 25 shot cake	

Category Shell Count: 50

Multi-shell Barrage Units

Quantity	Name	Rising Effect
1	Red, white, blue whistles and reports 25 shot Z shape Fan Cake	

Category Shell Count: 25

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J&M Displays Proposal for:

The District Association
Sips & Songs

15% Free for Loyalty Program

3 Inch Color Shells

Quantity	Name	Rising Effect
2	Lemon eddy in chrysanthemum	

Category Shell Count: 2

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Brocade Crown crossette	
1	Chrysanthemum to cherry with rosy pistil	
2	Glittering willow to variegated with pistil	
1	White strobe and red dahlia	

Category Shell Count: 5

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	Heart pattern Red to crackle	

Category Shell Count: 2

Section Shell Count: 84

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1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

J&M Displays Proposal for:

The District Association

Sips & Songs

This proposal includes an extension of our $10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show:	**$5,500.00**	Total Shot Count:	516
		Packing Check:	195
		Date of Display:	07/05/24
		Customer Number:	13611

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

18064 170th Avenue, Yarmouth, Iowa 52660-9772
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

PGI Display Operator Certification Course

This certificate is awarded to

Matthew Lynn Kellar

For successfully completing the PGI Display Operator Certification Course held on April 17th, 2021 in West Des Moines, Iowa. The 8 hour class consisted of classroom education covering Chapters 1–10 & 14 of the 2019 PGI manual with emphasis on NFPA 1123 regulations. It also involved hands on training and practice of the tender, loader and lighter positions as well as live demonstrations of fireworks malfunctions.

Kelvin P Buechler

Signature

April 17th, 2021

Date

PGI

Pyrotechnics Guild International

The Pyrotechnics Guild International, Inc.

Certifies That

Matthew Kellar

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Expires: 30 June 2024

Ankeny Fire Department
Fire Works Permit

Name: J&M Displays, INC. Phone: (800) 648-3890

Address: 18064 170th Ave. Yarmouth, Iowa 52660

Legal Description of Location: Promenade Park

Permit #: 6-30-23 Event Date: 06/30/2023

Event Start Time: 9:00 pm End Time Not to Exceed: 11:00 pm

Shooters License Required: ✔Yes _No License #: 5-IA-00059

Site Plan Provided: ✔Yes _No

Insurance Carrier: Everest Policy #: Attachment Amount: $ 10,000,000.00

Amount Required for Fireworks 1.3G: $1,000,000
Amount Required for Fireworks 1.4G: $500,000

Distance from Inhabited Building (100' Req.):	☑ Yes	☐ No
Distance from Uninhabited Building (50' Req.):	☑ Yes	☐ No
Fire Extinguisher Required (Min. 10 lbs. ABC):	☑ Yes	☐ No
Water Source Available:	☑ Yes	☐ No

Fire Marshal shall verify compliance with section 5608 IFC and NFPA 1123 or 1126.

It shall be the responsibility of the owner and the assigned adults in charge of the event to confirm that: all discharged fireworks are picked up and disposed of in a proper manner; all people in contact with fireworks are 21 years of age or older and not under the influence of alcohol, medications or other substances that impair judgement. This does not include sparklers or other over the counter fireworks kids may use under adult supervision. ***This permit shall be voided if a Fire Ban is issued by City, County or State Officials due to abnormally dry conditions.***

Fire Marshal Approval: _____ **Date:** _____

Fire Chief Approval: _____ **Date:** _____

Permit $100.00 Fee Paid by Check #: _____ ☐ Cash ☐ Fee Waived

Craig Ver Huel, Division Chief
Ankeny Fire Department

Memorandum

TO: Michelle Yuska

CC: Vance Swisher, Mike Schrock

DATE: May 15, 2024

RE: Fireworks permit from city property

Mrs Yuska,

On May 15, 2024, I received a permit application for a commercial firework display from a licensed and insured professional display company (J & M Displays).

They are requesting to again shoot off a display from Promenade Park on July 14, 2024 at the conclusion of the event (Summer Fest). As neither the event nor the fireworks are sponsored by the City of Ankeny, they are requesting to use City of Ankeny property for the display due to safety of the public and those at the event. This event was approved last year by the Council.

J & M Displays was the contractor for this event last year. They are licensed with the State of Iowa, ATF, and currently insured for the event. With the application as it stands, I am comfortable with signing off on a permit for the display but need further approval.

This event will have no Financial Impact.

Craig Ver Huel

Division Chief -Community Risk Reduction.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2024

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 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 Acrisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:**
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Everest Denali Insurance Company — 16044 **INSURER B :** Axis Surplus Ins Company — 26620 **INSURER C :** Everest Indemnity Insurance Co. — 10851 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 164135100 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			SI8ML00060-241	1/15/2024	1/15/2025	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 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Excess Liability #2			SI8EX01313-241	1/15/2024	1/15/2025	Each Occ/ Aggregate Total Limits	$4,000,000 $10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.
FIREWORKS DISPLAY DATE: JULY 14, 2023
RAIN DATE: TBD
LOCATION OF EVENT: ANKENY PROMENADE PARK, ANKENY, IA

ADD'L INSURED: THE CITY OF ANKENY, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN THIS EVENT; ANKENY CHAMBER OF COMMERCE D/B/A ANKENY SUMMER FEST (EVENT SPONSOR); DRA PROPERTIES; THE DISTRICT ASSOCIATION; CUSHMAN & WAKEFIELD IOWA COMMERICAL ADVISORS

CERTIFICATE HOLDER

Ankeny Chamber of Commerce
d/b/a Ankeny Summer Fest
1631 SW Main Street
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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J&M Displays Proposal for:
Ankeny Summer Fest

Flights

Close proximity comet

Quantity	Name	Rising Effect
14	30mm Red comet	
21	Silver Cascade Comet (No Debris)	
14	38mm Gold Comet w/Gold Tiger Tail	
7	38mm Green Comet w/Gold Tiger Tail	

Category Shell Count: 56

Section Shell Count: 56

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	V shape candle bundle 300 shot - Lemon	
2	25'S Nishiki Willow, Strobe w/Tail 40 sec	
1	Blue tail to Blue & white glitter with red falling leaves 100 shot Z Shape	

Category Shell Count: 750

3 Inch Color Shells

Quantity	Name	Rising Effect
4	3" WHITE STROBE HORSE TAIL	
4	Chrysanthemum to cherry with rosy pistil	
4	Glittering silver to yellow chrysanthemum	
4	Glittering willow	
4	Gold Spangle chrysanthemum with crackling	
4	Golden silk chrysanthemum	
2	Green crackling	
2	Kamuro chrysanthemum to crackling	
2	Nishiki kamuro niagara falls	
2	Red to silver willow	
2	Reddish gamboge to yellow chrysanthemum	
2	Yellow crackling	
2	Assortment D of 20 different J&M Brand Patriotic Shells (5 salutes) ELECTRI	
1	Assortment Y of 10 pairs (20 shells) J&M shells ELECTRIC FIRE (Low fallout)	
1	Assortment A of 18 different (72 shells) J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 168

3 Inch Special Effect Shells

Quantity	Name	Rising Effect
2	3" GREEN STROBE	
2	Green strobe dahlia	

Category Shell Count: 4

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1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

J&M Displays Proposal for:
Ankeny Summer Fest

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect
2	Red and blue dahlia with silver glitter	
2	Willow to Red White and Blue	
2	4" Shell Brocade Crown	
2	4"SILVER TO GREEN CROSSETTE	
2	Chrysanthemum to cherry with rosy pistil	
2	Glittering willow	
2	Glittering willow to variegated with pistil	
2	Pink and Lemon crossette	
2	Red green and blue moving stars	
2	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	
2	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	
1	Assortment O of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE	

Category Shell Count: 134

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	1/4 Red green blue & yellow peony w/spangle pistil	
2	Blue ghost peony	
2	Blue to green magic peony	
2	Green crackling	
2	Heart Pattern	
2	Kamuro with Happy Face Pattern	
2	Purple cycas blossom	

Category Shell Count: 14

Ignition Items

Quantity	Name	Rising Effect
340	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)	

Category Shell Count: 0

Section Shell Count: 1070

Finales

3 Inch Finales

Quantity	Name	Rising Effect
9	Rainbow 10 Shot finale chain	
6	Wave shell 10 Shot finale chain	

Category Shell Count: 150

Section Shell Count: 150

Miscellaneous

18064 170th Avenue, Yarmouth, Iowa 52660-9772
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

J&M Displays Proposal for:
Ankeny Summer Fest

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
100	Igniter 2 meter leads	

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

3 Inch Color Shells

Quantity	Name	Rising Effect
4	Colorful crackling flower dahlia	
4	Golden wave to blue to yellow chrysanthemum	
6	Six Angle brocade crown	

Category Shell Count: 14

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	Blue to red ghost peony	
2	Red ghost peony	
2	Reddish gamboge to bright red to green to purple chrys	
2	Six Angle brocade crown	
2	Willow to Multi-Color Swimming Star	

Category Shell Count: 10

Section Shell Count: 24

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	Gold Coconut with red strobe and crackle with blue mines 49 shot Fan	
1	Rainbow Crossette 50 shot Z shape	
1	Mixed effects Z shape 130 shot	

Category Shell Count: 278

3 Inch Color Shells

Quantity	Name	Rising Effect
2	Gold Willow with color pistil	
4	Lemon eddy in chrysanthemum	
4	White strobe with red dahlia	
4	Willow to multi-color swimming star	

Category Shell Count: 14

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J&M Displays Proposal for:
Ankeny Summer Fest

15% Free for Loyalty Program

4 Inch Special Effect shells

Quantity	Name	Rising Effect
2	Crackling nishiki kamuro	

Category Shell Count: 2

Section Shell Count: 294

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J&M Displays Proposal for:
Ankeny Summer Fest

This proposal includes an extension of our $10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show:	**$15,000.00**	Total Shot Count:	1594
		Packing Check:	641
		Date of Display:	07/14/24
		Customer Number:	10130

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

18064 170th Avenue, Yarmouth, Iowa 52660-9772
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com

The Pyrotechnics Guild International, Inc.

Certifies That

Julie McClain

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Expires: 30 June 2024

Scanned with CamScanner

The Pyrotechnics Guild International, Inc.

Certifies That

Kevin McClain

Has successfully completed the PGII Display Fireworks Operator Certification and Safety Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Expires: 30 June 2024

Scanned with CamScanner

CLEAR FORM

Ankeny Fire Department
Fire Works Permit

Name: J & M Displays Phone: (800) 648-3890

Address: 18064 170th Ave. Yarmouth, IA 52660-9772

Legal Description of Location: Promenade Park

Permit #: Summer Fest Event Date: 07/14/2024

Event Start Time: 9:30 pm End Time Not to Exceed: 11:00 pm

Shooters License Required: ☑ Yes ☐ No License #: 5-IA-057-50-4K-00054

Site Plan Provided: ☑ Yes ☐ No

Insurance Carrier: Everest & Axis Policy #: NAIC# 16044 Amount: $ 10,000,000.00

Amount Required for Fireworks 1.3G: $1,000,000
Amount Required for Fireworks 1.4G: $500,000

Distance from Inhabited Building (100' Req.):	☑ Yes	☐ No
Distance from Uninhabited Building (50' Req.):	☑ Yes	☐ No
Fire Extinguisher Required (Min. 10 lbs. ABC):	☑ Yes	☐ No
Water Source Available:	☑ Yes	☐ No

Fire Marshal shall verify compliance with section 5608 IFC and NFPA 1123 or 1126.

It shall be the responsibility of the owner and the assigned adults in charge of the event to confirm that: all discharged fireworks are picked up and disposed of in a proper manner; all people in contact with fireworks are 21 years of age or older and not under the influence of alcohol, medications or other substances that impair judgement. This does not include sparklers or other over the counter fireworks kids may use under adult supervision. ***This permit shall be voided if a Fire Ban is issued by City, County or State Officials due to abnormally dry conditions.***

Fire Marshal Approval: _____ **Date:** _____

Fire Chief Approval: _____ **Date:** _____

Permit $100.00 Fee Paid by Check #: _____ ☐ Cash ☐ Fee Waived

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Guadalajara, LLC d/b/a Guadalajara Mexican Restaurant, 202 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 17, 2024. PENDING DRAM ENDORSEMENT

2. Leaf Brothers Cigars II LC d/b/a Leaf Brothers Cigars, 1924 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 21, 2024.

3. Target Corporation d/b/a Target Store T-1767, 2135 SE Delaware Ave. - Class E Retail Alcohol License (LE) (Renewal) - Effective June 27, 2024.

4. Vinje LLC d/b/a Good Times, 1912 SW 3rd St. - Class C Retail Alcohol License (LC) (Renewal) - Effective July 1, 2024.

5. Quik Trip Corporation d/b/a Quik Trip #514, 802 E 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective July1, 2024.

6. ABC Investment, Inc. d/b/a Hampton Inn & Suites, 6210 SE Convenience Blvd. - Special Class C Retail Alcohol License (BW) (Renewal) - Effective June 12, 2024. PENDING DRAM ENDORSEMENT

7. Shree Ganesh Inc. d/b/a BestWestern Ankeny, 2502 SE Tones Dr. - Class C Retail Alcohol License (LC) (Renewal) - Effective June 25, 2025 PENDING DRAM ENDORSEMENT

FISCAL IMPACT: **Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 decreasing the contract amount by $15,039.00 with HPC, LLC for construction services associated with Fire Station No. 4.

EXECUTIVE SUMMARY:

Change Order #1 for the Fire Station No. 4 project consists of increases and decreases in the project scope that does not significantly modify the project from the original design. The changes are being implemented as the design team, contractor, subs, and the city continue to evaluate various aspects of the construction documents. Change Order #1 consists of six proposal requests (PRs) as follows:

PR-1 Electrical and Code Comments

PR-2 Fuel island adjustments

PR-3 Removal of snow melt system

PR-4 Door/hardware revisions

PR-5 Unforeseen site conditions and mitigation

PR-7 Adding additional sqft. to emergency power

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #1

city of Ankeny
bringing it all together

Project Title: Fire Station No. 4
Contractor: HPC, LLC
Address: 120 N. Sherman Avenue, Ames, IA 50010
Finance Budget Code: 901.1901.4210 ***Finance Project Code:*** 901.421O
Vendor Project or Invoice #: 0 ***PO #*** 0
Original Contract Date: February 20, 2024 ***Vendor #*** 1859

Change Order Number: 1

Change Order Date: May 23, 2024

Purpose of Change Order:

Various revisions. See items below.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PR 01 Electrical and City Comment revisions				$ 23,436.00
2	PR 02 Add scope for fueling station				$ 4,971.00
3	PR 03 Delete snow melt				$ (52,500.00)
4	PR 04 Door/hardware revisions from shop drawing review				$ 2,088.00
5	PR 05 Remove existing foundation and cap well				$ 6,966.00
6	PR 07 Vending emergency power - no cost change				$ -
7					$ -
8					$ -
9					$ -
10					$ -
	Change Order Number 1 makes the following adjustments to the contract:				**$ (15,039.00)**

Contractor Accepted: HPC LLC

By: Curtis Pike, Manager

Date: May 23, 2024

Engineer Approved: SVPA Architects Inc.

By: Title: Vice President

Date: 5/23/2024

Owner Accepted: City of Ankeny

By: Title: Mayor

Date:

Attest for Owner:

By: Title: City Clerk

Date:

Record of Change Orders

#	Date	Amount
Original Contract amount		$5,950,000.00
1	5/23/2024	($15,039.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Revised Contract amount		$5,934,961.00

HPC, L.L.C.
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

May 15, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White

RE: Ankeny Fire Station #4
PR-1 - Electrical Primary and City Comments

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR-1 - Electrical Primary and City Comments attached with breakdown.

Total Additional Cost **$ 23,436.00**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation Robert T. Clark

Date: 05/22/2024

City of Ankeny

Project: Ankeny Fire Station #4

PR# 1

Description:

Make city review comment changes and adjust sitework for Mid-American primary power

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	4	HRS	105.00	420.00					**420.00**
Superintendent	6	HRS	95.00	570.00					**570.00**
Carpenter			70.00	0.00					**-**
Laborer	30	HRS	50.00	1,500.00					**1,500.00**
Warehouse	1	HRS	60.00	60.00					**60.00**
									-
									-
									-
									-
MATERIALS									**-**
Johnson Hardware	1	LS			3,049.00	3,049.00			**3,049.00**
Bollards	3	EA			500.00	1,500.00			**1,500.00**
Bollard Foundations	3	EA			300.00	900.00			**900.00**
									-
									-
									-
									-
EQUIPMENT									**-**
Auger Skid	3	EA					125.00	375.00	**375.00**
									-
									-
									-
									-
		PRIME-TOTALS		2,550.00		5,449.00		375.00	**8,374.00**

SUB-CONTRACTOR									
Thrope	1	LS	1,411.25	1,411.25					**1,411.25**
Moeller Elec	1	LS	2,000.00	2,000.00	8,300.00	8,300.00			**10,300.00**
Huber	1	LS	1,000.00	1,000.00					**1,000.00**
Snyder - Layout	1	LS	0.00	0.00					**-**
		SUB-TOTALS		4,411.25		8,300.00		0.00	**12,711.25**

Submitted By:

Company: **HPC L.L.C.**

Contact: **John Williams**

Date: **5/15/24**

SIGNED: **JW**

BOND	459.54
FEE PRIME (15%)	1,256.10
FEE SUB (5%)	635.56
QUOTED PRICE	**23,436.45**

Change Order Proposal - Ankeny Fire Station #4

THORPE CONTRACTING, LLC

PO Box 220. Adel, Iowa 50003

Contact: Chris Field
Phone: 515-478-9410
Email: chris@tciowa.net

Quote To: HPC, LLC
Project ID:

Date of Plans:
Addendum:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4E	ADDITIONAL WATER MAIN, PVC, DR18, 6 IN	13.00	LF	35.00	455.00
4F	ADDITIONAL STORM SEWER, RCP, 12 IN	17.00	LF	56.25	956.25

GRAND TOTAL **$1,411.25**

NOTES:

NOTE: DUE TO SUPPLY ISSUES, MATERIAL AVAILABILTY AND PRICING IS SUBJECT TO CHANGE, AND CANNOT BE GUARANTEED.

**NOTE: This proposal may be withdrawn by us if not accepted within 10 days

Utility locations/ elevations/ conditions are to be approved by the general contractor/owner before mobilization. Bid reflects stubbing utilities within five feet of buildings unless otherwise noted

Not included unless line item in bid: System development fee, sanitary connection fee, water connection fee, storm sewer connection fee, storm water pollution prevention plans / inspections, DNR permits / reports, grading permits, plumbing permits, silt fence / sock installation or removal, erosion control matting, mulch / temporary mulch, sod or seed, watering of sod or seed, landscaping, staking, as-built drawings / survey, AGC dues, bonds, additional insurance, railroad insurance, engineering, flaggers, barricades, traffic control, inspection, soil testing, compaction testing, concrete testing, material testing, soil borings, saw cuts, core drilling, concrete replacement, fine / finish grade, excavation of rock, frost excavation / ripping, any over-excavation of soil, compaction of existing fill, excavation / removal / disposal of debris, trash, trees, etc., aggregate base under buildings / footings / sidewalks / cunettes / concrete swales / paving, removal / disposal of contaminated soil / contaminated water / contaminated buried debris, import or export of soil, export of excess utility soils, import of suitable topsoil if sufficient topsoil is not available on site, dump fees, amended soils, bioswales, handling or removal of dirt generated by other trades, site demo, cutting / drilling of footing / concrete to facilitate roof drain / utility installation, adjustment of existing valve boxes / manholes / intakes, adjustment of fiber hand holes / manholes, interior plumbing, trench drains / vane drains / mat drains, sleeves for other utilities / trades, footing / wall sleeves, fence removal / replacement, dewatering, concrete special shaping or throat for intakes, additional mobilization to repair damage to grade / utilities by others, rock surfacing, temporary / permanent fencing, hand excavation, hand tamping, repair of unmarked irrigation lines, repair of unmarked private utilities, repair of existing tile, digging or backfilling retaining wall, digging or backfilling footings, backfill of utility trenches from other trades, asbestos testing / handling / abatement. Soil stabilization,fly ash,lime,cement treated soils. Temporary construction entrances to be left in place unless otherwise noted. Winter conditions are not included unless noted in scope.

Backcharges will not be accepted without a minimum 48 hour written notice to cure.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will

Moeller Electric

Estimate

461 Nw 57th Place
Des Moines, IA 50313

Phone # 515-418-7663 bmoellerelectricdm@gmail.com
Fax # 515-777-1394

Date	Estimate #
5/21/2024	605

Name / Address
HPC 120 N Sherman Ave. Ames, IA 50010

Project
24004-Ankeny Fire...

Description	Qty	Cost	Total
revise primary per mid am drawings (labor)		500.00	500.00
revise primary per mid am drawings (Material)		500.00	500.00
equipment for underground		500.00	500.00
generator relocation (material)		4,600.00	4,600.00
generator relocation (labor)		700.00	700.00
add CT cabinet and associated conduit (material)		2,000.00	2,000.00
add CT cabinet and associated conduit (labor)		800.00	800.00
remainder or PR 1 (material)		500.00	500.00
remainder of PR 1 (labor)		200.00	200.00
		Total	$10,300.00

Customer Signature _____

Johnson Hardware Company LLC
Iowa
500 Scott Ave.
Des Moines, Iowa 50309
Cell: 515-897-9832
Email: imcrankshaw@jhcomaha.com

DATE: 04/10/2024
PROJECT: ANKENY FIRE STATION #4
LOCATION: ANKENY

We appreciate the opportunity to provide you with a quote for the following:

CHANGES PER PR #1:

DR A138 - CHANGE HDW GRP FROM 070.0 TO 071.0
(1) ea ELEC LOCK RX 8271 LNL
1 ea PANIC GL 19 55 8876 ETL ..... ADD $1,218.00

DR A140 - CHANGE HDW GRP FROM 040.0 TO 043.0 & CHG SWING OF DOOR
(1) ea LOCK 8215 LNL
(1) ea WALL STOP 406
1ea PANIC 8815 ETL
1ea CLOSER 281 P3
1ea OH STOP 9-536
1ea KICKPLATE 10 X 42.....ADD $1,831.00

For the Sum ADD of $3,049.00 + Tax

NOTES:
1. **GLASS AND GLAZING IS EXCLUDED.**
2. **MATERIAL ONLY**
3. **FOB JOB SITE WITH TAIL GATE DELIVERY.**
4. **EXCLUDES TAX**
5. **QUOTATION VALID FOR 30 DAYS.**

NO RETAINAGE ALLOWED. TERMS OF SALE ARE NET 30 DAYS. FINANCE CHARGES WILL BE IMPOSED AT THE ANNUAL PERCENTAGE RATE OF 18%. OUR AUTHORIZATION AND INVOICE NUMBER MUST ACCOMPANY ALL RETURNED MERCHANDISE. RETURNED GOODS ARE SUBJECT TO RESTOCKING CHARGES. SHORTAGES MUST BE REPORTED IMMEDIATELY. BACK CHARGES WILL NOT BE ACCEPTED WITHOUT OUR WRITTEN CONSENT. QUOTATION IS FIRM FOR 30 DAYS ONLY. **ANY MATERIAL NOT SPECIFIED CLEARLY IN THE DOOR SCHEDULE OR SPECIFICATIONS ARE EXCLUDED.**

RESPECTFULLY SUBMITTED,

IAN M. CRANKSHAW

JOHNSON HARDWARE COMPANY

John Williams

From: Chance Chesnut <chance@hubergrading.com>
Sent: Friday, April 12, 2024 8:09 AM
To: John Williams
Subject: RE: AF-4 - PR-1 - Electrical Primary and City Comments

John,

We would just need $1,000 to have our GPS machine files updated & reloaded. The grading changes were so minimal that we are not worried about anything on the dirt side. Let me know if you have any questions.

Sincerely,

HUBER GRADING INC.

Chance Chesnut
Operations Manager
Email: chance@hubergrading.com
O : 515-367-7407 | C : 515-720-5080
1410 NW Main Street, Elkhart, IA 50073

From: John Williams <jwilliams@hpikeconst.com>
Sent: Tuesday, April 9, 2024 8:42 AM
To: John Williams <jwilliams@hpikeconst.com>
Subject: AF-4 - PR-1 - Electrical Primary and City Comments

All Subs,

Attached is PR-01 for changes being made to the documents for Mid-American Energy and the City Review Comments..

This involves some costs changes and clarifications. Please review the entire document and if required send me your price cost changes by April 16, 2024.

If you have any questions, please contact me.

John Williams
HPC, L.L.C.

120 N. Sherman Ave · Ames, Iowa 50010
TEL:515.232.3133 · FAX:515.232.7818 · CELL:515.290.6183
www.haroldpikeconstruction.com
jwilliams@hpikeconst.com

HPC, L.L.C.
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

May 13, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-2 - Added Scope for Future Fueling Station

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR-2 - Added Scope for Future Fueling Station attached with breakdown.

Total Add **$ 4,971.00**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation _____

Date: 05/22/2024

City of Ankeny

Project: Ankeny Fire Station #4

PR# 2

Description:

PR-2 - Added Scope for Future Fueling Station

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	0.5	Hr	105.00	52.50					**52.50**
Superintendent	1	HR	95.00	95.00					**95.00**
Carpenter			70.00	0.00					-
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
									-
									-
									-
									-
MATERIALS									-
									-
									-
									-
									-
									-
									-
									-
									-
EQUIPMENT									-
									-
									-
									-
									-
									-
									-
			PRIME-TOTALS	147.50		0.00		0.00	**147.50**

SUB-CONTRACTOR									
	1	LS		0.00		0.00		0.00	-
Moeller Electric	1	LS	2,100.00	2,100.00	2,380.00	2,380.00		0.00	**4,480.00**
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
			SUB-TOTALS	2,100.00		2,380.00		0.00	**4,480.00**

Submitted By:

Company:	**HPC L.L.C.**
Contact:	**John Williams**
Date:	**5/13/24**
SIGNED:	**JW**

BOND	97.47
FEE PRIME (15%)	22.13
FEE SUB (5%)	224.00
QUOTED PRICE	**4,971.10**

Time extension of *0* **days.**

Moeller Electric

461 Nw 57th Place
Des Moines, IA 50313

Phone # 515-418-7663 bmoellerelectricdm@gmail.com
Fax # 515-777-1394

Date	Estimate #
3/29/2024	587

Name / Address
HPC 120 N Sherman Ave. Ames, IA 50010

Project
24004-Ankeny Fire...

Description	Qty	Cost	Total
labor for pr2-fuel island power conduit and ground box		2,100.00	2,100.00
material for pr2-fuel island power conduit and ground box		2,380.00	2,380.00

Thank you for the Opportunity

Total $0.00

Customer Signature _____

HPC, L.L.C.
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

April 19, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR 03 - Deduct Snow Melt and Transfer Switch

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR 03 - Deduct Snow Melt and Transfer Switch attached with breakdown.

Total Credit **($ 52,500.00)**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Robert T. Clark

05/22/2024

City of Ankeny

Project: Ankeny Fire Station #4

PR# 3

Description:

Deduct Snow Melt and Transfer Switch from contract

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager		Hr	105.00	0.00					-
Superintendent			95.00	0.00					-
Carpenter			70.00	0.00					-
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
									-
									-
									-
									-
MATERIALS									-
									-
									-
									-
									-
									-
									-
									-
EQUIPMENT									-
									-
									-
									-
									-
									-
									-
			PRIME-TOTALS	0.00		0.00		0.00	-

SUB-CONTRACTOR									
	1	LS		0.00		0.00		0.00	-
Moeller Electric	1	LS	-52,500.00	-52,500.00		0.00		0.00	**(52,500.00)**
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
			SUB-TOTALS	-52,500.00		0.00		0.00	**(52,500.00)**

Submitted By:

Company:	**HPC L.L.C.**
Contact:	**John Williams**
Date:	**4/19/24**
SIGNED:	**JW**

BOND	
FEE PRIME (15%)	-
FEE SUB (5%)	
QUOTED PRICE	**(52,500.00)**

Time extension of *0* **days.**

HPC, L.L.C.
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

April 22, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White

RE: Ankeny Fire Station #4
PR-4 - Door and Hardware Changes from Submittal Review

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR-4 - Door and Hardware Changes from Submittal Review attached with breakdown.

Total Additional Cost **$ 2,088.00**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Robert T. Clark

05/22/2024

City of Ankeny

Project: Ankeny Fire Station #4

PR# 4

Description:

Door and Hardware Changes from Submittal Review

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	1	Hr	105.00	105.00					**105.00**
Superintendent			95.00	0.00					-
Carpenter			70.00	0.00					-
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
									-
									-
									-
									-
MATERIALS									-
									-
Johnson Hardware	1	LS			1,675.00	1,675.00			**1,675.00**
									-
									-
									-
									-
									-
EQUIPMENT									-
									-
									-
									-
									-
									-
			PRIME-TOTALS	105.00		1,675.00		0.00	**1,780.00**

SUB-CONTRACTOR									
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
	1	LS		0.00		0.00		0.00	-
			SUB-TOTALS	0.00		0.00		0.00	-

Submitted By:

Company:	**HPC L.L.C.**
Contact:	**John Williams**
Date:	**4/22/24**
SIGNED:	**JW**

BOND	40.94
FEE PRIME (15%)	267.00
FEE SUB (5%)	-
QUOTED PRICE	**2,087.94**

Time extension of *0* **days.**

Johnson Hardware Company LLC
Iowa
500 Scott Ave.
Des Moines, Iowa 50309
Cell: 515-897-9832
Email: imcrankshaw@jhcomaha.com

DATE: 04/03/2024
PROJECT: ANKENY FIRE STATION #4
LOCATION: ANKENY

We appreciate the opportunity to provide you with a quote for the following:

CHANGES ARE PER THE APPROVED DOOR & FRAME SHOPS AND HARDWARE SCHEDULE:

SEE ATTACHED FOR BREAK DOWN.

For the Sum ADD of $1,675.00

NOTES:

1. **GLASS AND GLAZING IS EXCLUDED.**
2. **MATERIAL ONLY**
3. **FOB JOB SITE WITH TAIL GATE DELIVERY.**
4. **EXCLUDES TAX**
5. **QUOTATION VALID FOR 30 DAYS.**

NO RETAINAGE ALLOWED. TERMS OF SALE ARE NET 30 DAYS. FINANCE CHARGES WILL BE IMPOSED AT THE ANNUAL PERCENTAGE RATE OF 18%. OUR AUTHORIZATION AND INVOICE NUMBER MUST ACCOMPANY ALL RETURNED MERCHANDISE. RETURNED GOODS ARE SUBJECT TO RESTOCKING CHARGES. SHORTAGES MUST BE REPORTED IMMEDIATELY. BACK CHARGES WILL NOT BE ACCEPTED WITHOUT OUR WRITTEN CONSENT. QUOTATION IS FIRM FOR 30 DAYS ONLY. **ANY MATERIAL NOT SPECIFIED CLEARLY IN THE DOOR SCHEDULE OR SPECIFICATIONS ARE EXCLUDED.**

RESPECTFULLY SUBMITTED,

IAN M. CRANKSHAW

JOHNSON HARDWARE COMPANY

HPC, L.L.C
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

May 13, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-05 - Remove Existing Foundation and Cap Existing Well

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR-05 - Remove Existing Foundation and Cap Existing Well

Total Add **$ 6,966.00**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation Robert F. Clark

Date: 05/22/2024

City of Ankeny

Project: Ankeny Fire Station #4

PR# 5

Description:

Remove Existing Foundation and Cap Existing Well

	QTY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	EQUIP UNIT	EQUIP TOTAL	LINE TOTAL
LABOR									
Project Manager	1	HR	105.00	105.00					**105.00**
Superintendent	1	HR	95.00	95.00					**95.00**
Carpenter			70.00	0.00					-
Laborer			50.00	0.00					-
Warehouse			60.00	0.00					-
									-
									-
									-
									-
MATERIALS									-
									-
									-
									-
									-
									-
									-
									-
									-
EQUIPMENT									-
									-
									-
									-
									-
									-
									-
		PRIME-TOTALS		200.00		0.00		0.00	**200.00**

SUB-CONTRACTOR									
	1	LS		0.00					-
Huber	1	LS	5,085.00	5,085.00					**5,085.00**
Thorpe	1	LS	1,200.00	1,200.00					**1,200.00**
	1	LS		0.00					-
		SUB-TOTALS		6,285.00		0.00		0.00	**6,285.00**

Submitted By:

Company: **HPC L.L.C.**

Contact: **John Williams**

Date: **5/13/24**

SIGNED: **JW**

BOND	136.59
FEE PRIME (15%)	30.00
FEE SUB (5%)	314.25
QUOTED PRICE	**6,965.84**

Time extension of *0* **days.**

HUBER
GRADING INC.

INVOICE

Invoice Number 24-0277
Invoice Date: May 10, 2024

1410 NW Main Street
Elkhart, IA 50073

Voice: (515) 367-7407
Fax: (515) 367-7409

Bill To:
HPC LLC 120 N Sherman Avenue P O Box 429 Ames, IA 50010

Customer & Job Location
HPC, LLC Ankeny Fire Station #4 CHANGE ORDER #1 Ankeny, IA

Customer ID	Customer PO	Payment Terms	Due Date
hpcllc	Ankeny Fire Station	Due Upon Receipt	5/10/24

Quantity	Description	Unit Price	Amount
	03-20-2024 Found bury hole & met w/CMT to go over.		
2.00	Management w/GPS	130.00	260.00
	03-21-2024 Separated broken concrete from dirt from bury hole debris.		
6.00	Skid Loader	150.00	900.00
	03-27-2024 Cont'd to expose bury hole & sort dirt from junk.		
4.00	320 Excavator	245.00	980.00
	03-28-2024 Cont'd to separate bury hole junk from dirt. Start filling & compacting bury hole back in w/ good dirt in lifts.		
3.50	D6R Dozer & Roller	290.00	1,015.00
3.50	Skid Loader	150.00	525.00
1.50	Management w/GPS	130.00	195.00
	03-29-2024 Fenced off found well.		
1.00	Management w/GPS	130.00	130.00
	04-24-2024 Load & haul out bury hole junk.		
4.00	Dump Truck - Junk Haul	170.00	680.00
2.50	Skid Loader	160.00	400.00

JOB #: 150
SUBCONTRACT #: 163
PURCHASE ORDER #:
CHANGE ORDER #:
NOTES:

PM APPROVAL:

Subtotal	5,085.00
Sales Tax	
Total Invoice Amount	5,085.00
Payment/Credit Applied	
TOTAL	**5,085.00**

John Williams

From: Tommy Thorpe <tommy@tciowa.net>
Sent: Monday, April 8, 2024 3:45 PM
To: John Williams
Subject: Re: AF-4 - Site work (Old Water Well)
Attachments: Well Abandonment Form - AFS #4.pdf

John-

See attached well abandonment record form. They property owner will need to sign off on this and submit it to Polk County.

Can we propose a CO for $1,200 for this additional work.

On Fri, Apr 5, 2024 at 3:42 PM John Williams <jwilliams@hpikeconst.com> wrote:

> What if anything happen tot eh well this week?

John Williams

HPC, L.L.C.

120 N. Sherman Ave · Ames, Iowa 50010

TEL:515.232.3133 · FAX:515.232.7818 · CELL:515.290.6183

www.haroldpikeconstruction.com

jwilliams@hpikeconst.com

From: Tommy Thorpe <tommy@tciowa.net>
Sent: Monday, April 1, 2024 8:22 AM
To: John Williams <jwilliams@hpikeconst.com>
Cc: Casey White (c-white@svpa-architects.com) <c-white@svpa-architects.com>; Mike Schrock (MSchrock@AnkenyIowa.gov) <MSchrock@ankenyiowa.gov>; Bob Ormsby - SVPA Associates, Inc (r-ormsby@svpa-architects.com) <r-ormsby@svpa-architects.com>; Eric Cannon (ecannon@snyder-associates.com) <ecannon@snyder-associates.com>; Dan Schellhase (DSchellhase@AnkenyIowa.gov) <DSchellhase@ankenyiowa.gov>; Sam Sitzmann

IOWA DEPARTMENT OF NATURAL RESOURCES

Abandoned Water Well
Plugging Record

1. Owner:

Name: City of Ankeny Phone: _____

Address: 2320 NW Weigel Dr.

City: Ankeny State: IA Zip: 50023

If this was a Public Water Supply Well, please provide:

PWSID Name: _____ PWSID Number: _____

2. Location of Well (Cistern):

_____ ¼ of, _____ ¼ of, _____ ¼ of, Section _____, T _____ N, R _____ ☐ East ☐ West

County: Polk Describe well location on property: _____

GPS Well Location: Latitude: 41.7506520 Longitude: -93.6540330

3. Well Description:

Well depth: 32' ft

Depth to water 10' ft.

Casing depth: 32' ft. Casing Material: ☐ Steel ☐ Plastic ☐ Concrete ☒ Clay ☐ Brick ☐ Stone

Casing diameter: 12" in.

Year or decade constructed: _____ Type of Construction: ☐ Drilled ☐ Driven ☐ Bored ☐ Augured ☐ Dug

Is this a Monitoring Well? ☐ Yes ☒ No Well ID: _____

Check if Cistern ☐ Depth: _____ ft. Diameter: _____ ft.

I certify this well has been plugged as required by rule 567-39.8 of the Iowa Administrative Code (IAC). I agree to provide any additional information the county or department may need concerning this well.

Signature of Owner _____ Date Plugged: _____

If plugged by certified well contractor, complete this box:

I have plugged this well as required by rule 567-39.8 of the Iowa Administrative Code (IAC).

Signature of Contractor: _____ Cert No: 8508

OR, If plugged by well owner, complete this box:

The property owner has plugged this well following requirements in rule 567-39.8 of the Iowa Administrative Code (IAC) with the oversight and assistance of the designated county agent.

Signature of County Agent: _____ Date Approved: _____

Eligible for Grants-to-Counties cost share: ☐ Yes ☐ No (Determined by County Agent)

Complete one form for each well plugged and submit within 30 days to the local county agent:

OR, only if no county agent is available, to:

Water Supply Section
Iowa Department of Natural Resources
502 E 9th St
Des Moines IA 50319-0034

HPC, L.L.C.
HAROLD PIKE CONSTRUCTION COMPANY

120 N. Sherman Ave. P.O. Box 429 Ames, Iowa 50010 • Phone: 515-232-3133 • Fax: 515-232-7818 • www.hpikeconst.com

May 13, 2024

SVPA Architects Inc.
1466 28th Street
West Des Moines, IA 50266
Phone: (515) 327-5990

Attn: Casey White
RE: Ankeny Fire Station #4
PR-7 - Vending Emergency Power

Dear Casey,

Regarding the above referenced project, please consider this our revised cost to make the changes outlined in PR 07 – Move Vending to Emergency Power.

Total Add **$ No Cost Change**

If this price is acceptable, please acknowledge and let us know as soon as possible so we can get this work scheduled. If you have any questions, please contact John Williams or me to discuss.

Sincerely,

Curtis Pike
CP/jw

Design Team Recommendation Robert F. Clark

Date: 05/22/2024

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $27,553.75 to MSA Professional Services, Inc., for engineering services on the SW Walnut Street and SW Ordnance Road Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SW Walnut Street and SW Ordnance Road Water Main		
Contractor:	MSA Professional Services, Inc.		
Address:	1555 SE Delaware Ave Ste F, Ankeny, IA 50021		
Finance Budget Code:	635.3635.4210	**Finance Project #:**	635.421
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	February 5, 2024	**Vendor Account #:**	6447

Date of Council Meeting: June 3, 2024 **Payment Application #:** 3

Payment Period: From: 04/18/2024 Through: 05/18/2024

Contract Summary:

Original Contract Amount:	$ 210,000.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 210,000.00		
Total Completed and Stored to Date:	$ 90,589.86			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 90,589.86		
Less Previous Applications for Payment:		$ 63,036.11		
SUBTOTAL:			$	27,553.75
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**27,553.75**
Balance to Finish, Including Retainage:		$ 119,410.14		
Contract Time Remaining (Substantial):	-	Working Days		
Contract Time Remaining (Full):	-	Working Days		

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nichole Jungren 05/23/2024
Signature Date

City of Ankeny Staff Approval:

Donald Clark 5/23/24
Signature Date

Submit to: Don Clark, Director of Municpal Utilities
E-mail: dclark@ankenyiowa.gov Phone Number: (515) 963-3529

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 1, 2024	$ 37,871.38
2	May 6, 2024	$ 25,164.73
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
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21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
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65		
66		
67		
68		
69		
70		

PREVIOUS PAY APPS TOTAL = $ 63,036.11

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
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:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Full Completion:

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

Date Printed: 5/23/2024

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

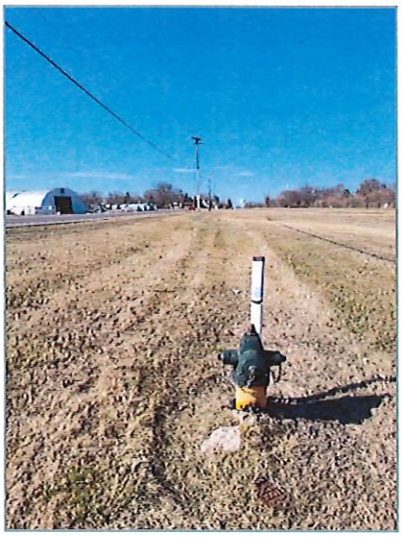
DATE:

April 18, 2024

PROJECT NUMBER:

City of Ankeny:
WTM-20-002

MSA:
09085058



TASK 1: PROJECT SURVEY

Task 1: 91% Complete

The project survey has been completed for this project. Any project easements will be prepared, as needed once design is completed.

TASK 2: PRELIMINARY DESIGN

Task 2: 100% Complete

MSA completed and submitted preliminary plans to the City staff for review on April 22nd.

TASK 3: FINAL DESIGN

Task 3: 10% Complete

MSA is currently working on addressing City staff preliminary comments and preparation of the check plans.

TASK 4: BIDDING

Task 4: 0% Complete

No work has been started on this task at this time.

TASK 5: PROJECT ADMINISTRATION

Task 5: 50% Complete

MSA has sent out preliminary plans to franchise utility companies and is working on coordinating of any potential relocations, completed internal design meetings, reviewed City preliminary plan comments and other administrative and coordination tasks.

TASK 6: IUP AND ERP PREPARATION

Task 6: 99% Complete

The project was accepted for inclusion on the FY 2025 Q1 IUP on May 6, 2024. On April 30, MSA received notification of assignment for the DNR's environmental reviewer and MSA has since responded to their initial questions. We are still waiting the DNR engineering staff to approve the PER before the environmental review will proceed.

MSA

INVOICE

A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD. PAST DUE BALANCES ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER MONTH.

City of Ankeny IA
410 West First Street
Ankeny, IA 50023

Email Invoice

Invoice No:	004803
Invoice Date:	5/23/2024
Invoice Terms:	Due upon receipt
Project No:	R09085058.00
Project Manager:	Nichole Sungren
Client Liaison:	Nichole Sungren
Customer Ref:	

From April 18, 2024 To May 23, 2024

R09085058.00 Ankeny IA Walnut Street Water Main

Ankeny IA Walnut Street Water Main

R09085058.00.200; Preliminary Design	
Subtotal	**14,470.00**
R09085058.00.300; Final Design	
Subtotal	**7,867.50**
R09085058.00.500; Administration	
Subtotal	**4,693.75**
R09085058.00.700; IUP and ERP Preparation	
Subtotal	**522.50**

Invoice subtotal	27,553.75
Total	**27,553.75**

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:
ach@msa-ps.com
Account Number: 101065930
Routing Number: 075901590

Check Payments:
MSA
1230 South Boulevard
Baraboo, WI 53913

Bank Information: ACH/Wire, Baraboo State Bank, 101 3rd Avenue
Baraboo, WI 53913

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

May 23, 2024

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

Re: SW Walnut Street and SW Ordnance Road Water Main
Project # 09085058

Dear Mr. Clark:

Please find attached the Engineering Invoice #3 for work completed between April 18, 2024 and April 17, 2024. Please refer to the attached Project Update for a summary of the work completed to date. Preliminary plans were submitted to the City staff for review on April 22nd. MSA is currently working on addressing City staff comments and preparation of the check plans.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

Nichole Sungren

Nichole Sungren, P.E.
Project Manager

nes
Enc.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $100,942.19 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #12

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		
Contractor:	Snyder & Associates Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	886.3886.4210	**Finance Project #:**	886.4210
Vendor Project #:	123.0680.01	**Purchase Order #:**	
Original Contract Date:	May 15, 2023	**Vendor Account #:**	990

Date of Council Meeting: June 3, 2024 **Payment Application #:** 12

Payment Period: From: March 18, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 497,700.00			
Net Change by Change Orders:	$ 378,200.00			
Contract Amount to Date: (line 1 ± 2)		$ 875,900.00		
Total Completed and Stored to Date:	$ 598,639.53			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 598,639.53		
Less Previous Applications for Payment:		$ 497,697.34		
SUBTOTAL:			$	100,942.19
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**100,942.19**
Balance to Finish, Including Retainage:		$ 277,260.47		
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

Mark Ahrendsen 5/23/24

Signature Date

City of Ankeny Staff Approval:

Adam Lust 05/23/24

Signature Date

Submit to: Adam Lust

E-mail: alust@ankenyiowa.gov Phone Number: 515-963-3537

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	$ 24,744.83
2	June 21, 2023	$ 25,064.30
3	July 26, 2023	$ 58,569.75
4	August 24, 2023	$ 47,192.42
5	September 21, 2023	$ 49,460.12
6	October 26, 2023	$ 60,080.29
7	November 22, 2023	$ 35,944.74
8	December 19, 2023	$ 31,836.75
9	January 24, 2024	$ 63,574.18
10	February 22, 2024	$ 76,620.64
11	March 21, 2024	$ 24,609.32
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 497,697.34

Record of Change Orders:

No.	Date	Amount
1	May 6, 2024	$ 378,200.00
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CHANGE ORDER TOTAL = $ 378,200.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 5/23/2024

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 23, 2024

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1ST STREET
PROGRESS REPORT NO. 12
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the twelfth progress report for the above referenced project and covers services through May 19, 2024. Work through this period includes additional traffic study reporting, additional topographic survey, roadway modeling, utility design, staging and traffic control design, traffic signalization design, fiber optic design, drainage report, street lighting layout and design, revisions to D5 (ROW design) plans, preparation of PIM exhibits, coordination with Iowa DOT ROW design team, NEPA documentation, and project management tasks. Work anticipated in the next month includes coordination with the Iowa DOT ROW design team, final design tasks, PIM preparation, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 3, 2024, 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.

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P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 23, 2024

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

Invoice No: 123.0680.01 - 12

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project **123.0680.01** **South Ankeny Blvd Improvements SE Peterson Dr to 1st ST**

Professional Services through May 19, 2024

Prelim Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Sr. Engineer	7.50	210.00	1,575.00	
Land Surveyor VIII	18.50	192.00	3,552.00	
Engineer II	3.25	123.00	399.75	
Technician VII	38.00	120.00	4,560.00	
Technician VI	6.00	108.00	648.00	
Technician II	5.50	73.00	401.50	
Administrative II	1.50	75.00	112.50	
Total Services	80.50		11,310.00	
				11,310.00

Fleet Mileage **13.10**

Phase Subtotal **$11,323.10**

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.25	245.00	551.25	
Principal Engineer I	17.25	230.00	3,967.50	
Sr. Engineer	59.00	210.00	12,390.00	
Engineer IV	132.75	149.00	19,779.75	
Engineer II	39.75	123.00	4,889.25	
Lead Technician	10.00	146.00	1,460.00	
Technician VIII	130.75	130.00	16,997.50	
Technician VII	12.00	120.00	1,440.00	
Technician III	12.50	80.00	1,000.00	
Total Services	416.25		62,475.25	
				62,475.25

Fleet Mileage

4.59

Phase Subtotal **$62,479.84**

Additional Services
Hourly Services

	Hours	Rate	Amount	
Principal Environmental Scientist I	73.00	230.00	16,790.00	
Sr. Engineer	9.00	210.00	1,890.00	
Environmental Scientist II	3.00	123.00	369.00	
Archaeologist V	50.25	161.00	8,090.25	
Total Services	135.25		27,139.25	
				27,139.25
		Phase Subtotal		**$27,139.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	100,942.19	497,697.34	598,639.53
Limit			875,900.00
Remaining			277,260.47

Amount Due this Invoice **$100,942.19**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $16,962.03 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

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

Date of Council Meeting: June 3, 2024 **Payment Application #:** 2

Payment Period: From: April 22, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 84,450.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 84,450.00		
Total Completed and Stored to Date:	$ 36,863.53			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 36,863.53		
Less Previous Applications for Payment:		$ 19,901.50		
SUBTOTAL:			$	16,962.03
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**16,962.03**
Balance to Finish, Including Retainage:		$ 47,586.47		
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

Mark A Rad 5/22/24

Signature Date

City of Ankeny Staff Approval:

Matthew Grgurich 5/23/24

Signature Date

Submit to: Matt Grgurich

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

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 23, 2024	$ 19,901.50
2		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 19,901.50

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 4
PROGRESS REPORT NO. 2
S&A PROJECT NO. 119.0975.01D

Dear Mr. Grgurich:

This is the second progress report for the above referenced project and covers work through May 19, 2024. Our work through this period includes final design of the final phase of the NW Northlawn Area. This past month we submitted a list of preliminary design questions for the City's review and comment. We will continue to work on the design and plans for an official check plan submittal in July.

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 3, 2024, 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.

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P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

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INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 119.0975.01D - 2

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

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

Professional Services through May 19, 2024

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	252.00	63.00	
Engineer VIII	9.00	198.00	1,782.00	
Engineer II	13.50	128.00	1,728.00	
Engineer I	70.25	115.00	8,078.75	
Lead Technician	.50	150.00	75.00	
Technician VII	2.50	124.00	310.00	
Technician IV	2.50	91.00	227.50	
Technician III	57.25	82.00	4,694.50	
Total Services	155.75		16,958.75	
				16,958.75

Fleet Mileage **3.28**

Phase Subtotal **$16,962.03**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	16,962.03	19,901.50	36,863.53
Limit			84,450.00
Remaining			47,586.47

Amount Due this Invoice **$16,962.03**

	Total	**Prior**	**Current**
Billings to Date	**36,863.53**	**19,901.50**	**16,962.03**

Project	119.0975.01D	Ank-NWNorthlawnAreaUtilityImprovePh4	Invoice	2

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $68,017.09 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title:	N Ankeny Blvd Improvements 1st Street to 11th St		
Contractor:	Snyder & Associates, Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	949.3949.4210	**Finance Project #:**	949.4210
Vendor Project #:	123.0584.01	**Purchase Order #:**	
Original Contract Date:	October 2, 2023	**Vendor Account #:**	990

Date of Council Meeting: June 3, 2024 **Payment Application #:** 8

Payment Period: From: April 22, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 282,300.00			
Net Change by Change Orders:	$ 334,200.00			
Contract Amount to Date: (line 1 ± 2)		$ 616,500.00		
Total Completed and Stored to Date:	$ 520,756.29			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 520,756.29		
Less Previous Applications for Payment:		$ 452,739.20		
SUBTOTAL:			$	68,017.09
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			$	**68,017.09**
Balance to Finish, Including Retainage:		$ 95,743.71		
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 5/22/24

Date

City of Ankeny Staff Approval:

Signature 5/23/2024

Date

Submit to: Jim Haberichter P.E.

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

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	$ 76,679.45
2	November 21, 2023	$ 40,757.61
3	December 19, 2023	$ 46,633.00
4	January 24, 2024	$ 74,484.90
5	February 21, 2024	$ 11,117.93
6	March 20, 2024	$ 133,756.25
7	April 23, 2024	$ 69,310.06
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 452,739.20

Record of Change Orders:

No.	Date	Amount
1	March 20, 2024	$ 334,200.00
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CHANGE ORDER TOTAL = $ 334,200.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 123.0584.01 - 8

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project **123.0584.01** **N Ankeny Blvd Improvements 1st Street to 11th St**

Professional Services through May 19, 2024

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	2.75	230.00	632.50	
Land Surveyor VIII	.25	192.00	48.00	
Engineer VIII	16.00	192.00	3,072.00	
Engineer VII	98.50	182.00	17,927.00	
Engineer IV	2.25	149.00	335.25	
Engineer I	152.00	109.00	16,568.00	
Technician VII	3.00	120.00	360.00	
Technician VI	3.50	108.00	378.00	
Technician III	96.50	80.00	7,720.00	
Technician II	3.50	73.00	255.50	
Total Services	378.50		47,357.50	
Total Services				**47,357.50**
Employee Mileage			20.96	
Total Expenses				**20.96**
Fleet Mileage				**16.38**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	47,394.84	370,686.01	418,080.85	
Limit			467,400.00	
Remaining			49,319.15	
		Phase Subtotal		**$47,394.84**

Additional Services

	Hours	Rate	Amount
Engineer VIII	2.00	192.00	384.00
Right-of-Way Agent II	21.50	123.00	2,644.50

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt			Invoice	8
Administrative II			1.25	75.00	93.75	
	Total Services		24.75		3,122.25	
	Total Services					**3,122.25**
Commercial Appraisers of Iowa, Inc.						
4/25/2024	Commercial Appraisers of Iowa, Inc.	Appraisal services			3,500.00	
4/26/2024	Commercial Appraisers of Iowa, Inc.	Appraisal Services			14,000.00	
	Total Consultants					**17,500.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	20,622.25	82,053.19	102,675.44
Limit			149,100.00
Remaining			46,424.56

Phase Subtotal **$20,622.25**

Amount Due this Invoice **$68,017.09**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

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

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 8
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the eighth progress report for the above referenced project and covers work through May 19, 2024. Our work through this period includes the following:

- Final design for transportation and traffic
- NW 9th Street modification from widening to reconstruction and include storm sewer
- Preparing Right-of-Way packets, project data book, and appraisals
- Preparing for Project Information Meeting
- Franchise utility coordination

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 3, 2024, 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.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $6,154.45 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW Northlawn Area Utility Improvements Ph 3		
Contractor:	Snyder & Associates, Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	33 1/3 to each	**Finance Project #:**	33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210		610.4210/650.4210/963.4210	
Vendor Project #:	119.0975.01C	**Purchase Order #:**	
Original Contract Date:	May 15, 2023	**Vendor Account #:**	990

Date of Council Meeting: June 3, 2024 **Payment Application #:** 8

Payment Period: From: March 18, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 72,350.00			
Net Change by Change Orders:	$ 43,500.00			
Contract Amount to Date: (line 1 ± 2)		$ 115,850.00		
Total Completed and Stored to Date:	$ 83,751.28			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 83,751.28		
Less Previous Applications for Payment:		$ 77,596.83		
SUBTOTAL:			$	6,154.45
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**6,154.45**
Balance to Finish, Including Retainage:		$ 32,098.72		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature Date 5/22/24

City of Ankeny Staff Approval:

Signature Date 5/23/2024

Submit to: Matt Grgurich

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

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 21, 2023	$ 5,378.00
2	July 26, 2023	$ 25,783.30
3	August 23, 2023	$ 14,504.50
4	September 20, 2023	$ 7,558.75
5	October 25, 2023	$ 8,366.20
6	November 21, 2023	$ 5,541.66
7	March 20, 2024	$ 10,464.42
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 77,596.83

Record of Change Orders:

No.	Date	Amount
1	December 18, 2023	$ 43,500.00
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CHANGE ORDER TOTAL = $ 43,500.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3
PROGRESS REPORT NO. 8
S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the eighth progress report for the above referenced project and covers work through May 19, 2024. Our work through this period includes construction services. This past month we assisted the City on a modification to the roadway profile on 2nd Street and construction staking.

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 3, 2024, 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.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 119.0975.01C - 8

Finance Budget 610.3610.4210/650.3650.4210/963.3963.4210

Finance Project 610.4210/650.4210/963.4210

Vendor 990

Email

Project **119.0975.01C** **NW Northlawn Area Utility Improvements Ph 3**

Professional Services through May 19, 2024

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	72,350.00	72,350.00	
Limit			72,350.00	
		Phase Subtotal		**0.00**

Construction Services

Hourly Services

	Hours	**Rate**	**Amount**	
Principal Engineer II	.25	252.00	63.00	
Land Surveyor VIII	.25	198.00	49.50	
Engineer VIII	5.50	198.00	1,089.00	
Project Manager VII	4.50	187.00	841.50	
Technician VII	19.50	124.00	2,418.00	
Technician VI	3.00	111.00	333.00	
Technician IV	8.00	91.00	728.00	
Technician III	5.50	82.00	451.00	
Technician II	2.00	75.00	150.00	
Total Services	48.50		6,123.00	
				6,123.00

Employee Mileage		5.24	
Total Expenses		**5.24**	**5.24**

Fleet Mileage

26.21

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	6,154.45	5,246.83	11,401.28	
Limit			43,500.00	
Remaining			32,098.72	
		Phase Subtotal		**$6,154.45**

Project	119.0975.01C	Ank-NWNorthlawnAreaUtilityImprovPh3	Invoice	8

Amount Due this Invoice **$6,154.45**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of $4,251.69 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct — 610.3610.4210; 650.3650.4210; 963.3963.4210
Finance Project Code: 33 1/3% to each acct — 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 6/3/2024 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: 03/18/24 through: 05/19/24

Contract Summary

Original Contract Amount:	$ 54,900.00		
Net change by Change Orders: Amd #1	$ 43,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 98,400.00	
Total completed and stored to date:	$ 82,807.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 82,807.50	
Less previous applications for payment:		$ 78,555.81	
SUBTOTAL			$ 4,251.69
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,251.69
Balance to finish, including retainage:		$ 15,592.50	
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 Rud (Signature) 5/22/24 (Date)

City of Ankeny Staff Approval Matthew Lynch (Signature) 5/23/2024 (Date)

Submit to: Matt Grgurich
Email: mgrgurich@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:* _____

Date Printed: 5/22/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	$ 6,008.00
2	8/25/2021	$ 9,378.00
3	9/21/2021	$ 9,568.84
4	10/20/2021	$ 4,811.86
5	5/25/2022	$ 1,344.25
6	6/22/2022	$ 3,102.25
7	10/25/2022	$ 7,579.00
8	11/22/2022	$ 7,683.89
9	12/21/2022	$ 2,289.50
10	1/25/2023	$ 2,710.50
11	2/22/2023	$ 2,391.55
12	3/22/2023	$ 2,455.00
13	4/18/2023	$ 2,793.61
14	5/25/2023	$ 2,399.48
15	6/21/2023	$ 2,408.38
16	7/26/2023	$ 3,024.38
17	9/20/2023	$ 3,919.96
18	10/25/2023	$ 1,579.55
19	3/20/2024	$ 3,107.81
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TOTAL $ 78,555.81

Record of Change Orders

#	Date	Amount
1	2/20/2023	$ 43,500.00
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TOTAL		$ 43,500.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 20
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the twentieth progress report for the above referenced project and covers work through May 19, 2024. Our work through this period includes on call services for construction administration and construction staking. This past month we assisted the City on a sanitary sewer modification.

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 3, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 119.0975.01B - 20

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project **119.0975.01B** **NW Northlawn Area Utility Improvements Phase 2**

Professional Services through May 19, 2024

Basic Services

Phase Subtotal		**0.00**

Construction Services

	Hours	Rate	Amount	
Engineer VIII	2.00	192.00	384.00	
Project Manager VII	3.50	182.00	637.00	
Engineer II	2.50	123.00	307.50	
Technician VII	13.00	120.00	1,560.00	
Technician IV	7.00	88.00	616.00	
Technician III	6.00	80.00	480.00	
Administrative II	.50	75.00	37.50	
Total Services	34.50		4,022.00	
Total Services				**4,022.00**
Employee Mileage			5.24	
Submittal Fees			30.44	
Permit Fees			180.91	
Total Expenses				**216.59**
Fleet Mileage				**13.10**
Phase Subtotal				**$4,251.69**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	4,251.69	78,555.81	82,807.50
Limit			98,400.00
Remaining			15,592.50

Amount Due this Invoice **$4,251.69**

Total	**Prior**	**Current**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015

Project	119.0975.01B	Ank-NWNorthlawnAreaUtilityImprovPhase2			Invoice	20
Billings to Date		**82,807.50**	**78,555.81**	**4,251.69**		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #34 in the amount of $20,911.89 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #34

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 6/3/2024 **PAYMENT REQUEST #** 34

PAYMENT PERIOD: From: 04/22/24 through: 05/19/24

Contract Summary

Original Contract Amount:	$ 250,000.00		
Net change by Change Orders: Amd #1&2	$ 1,227,290.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,477,290.00	
Total completed and stored to date:	$ 1,142,231.22		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,142,231.22	
Less previous applications for payment:		$ 1,121,319.33	
SUBTOTAL			$ 20,911.89
			$ -
CURRENT PAYMENT DUE			$ 20,911.89
Balance to finish, including retainage:		$ 335,058.78	
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 Lund _____ 5/22/24
Signature Date

City of Ankeny Staff Approval

Adam Lust _____ 05/23/24
Signature Date

Submit to: Adam Lust
Email: alust@ankenyiowa.gov *Phone:* 515-963-3537 *Fax:* _____

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	$ 30,784.32
2	9/21/2021	$ 3,859.36
3	10/20/2021	$ 13,195.08
4	11/23/2021	$59,301.65
5	12/21/2021	$ 30,772.95
6	1/25/2022	$ 34,225.25
7	2/24/2022	$ 15,226.25
8	3/23/2022	$ 39,734.44
9	4/20/2022	$ 49,219.11
10	5/25/2022	$ 104,345.95
11	6/22/2022	$ 89,753.67
12	7/20/2022	$ 80,936.65
13	8/24/2022	$ 96,981.13
14	9/21/2022	$ 48,325.63
15	10/26/2022	$ 24,744.69
16	11/22/2022	$ 5,433.50
17	12/21/2022	$ 10,748.63
18	1/25/2023	$ 6,328.25
19	2/22/2023	$ 14,823.38
20	3/22/2023	$ 16,026.72
21	4/18/2023	$ 21,058.49
22	5/24/2023	$ 30,346.26
23	6/21/2023	$ 32,070.31
24	7/26/2023	$ 35,473.32
25	8/23/2023	$ 42,028.17
26	9/20/2023	$ 31,342.35
27	10/25/2023	$ 61,524.42
28	11/21/2023	$ 26,456.79
29	12/20/2023	$ 13,498.93
30	1/24/2024	$ 8,450.07
31	2/21/2024	$ 12,592.88
32	3/20/2024	$ 9,356.80
33	4/24/2024	$ 22,353.93
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TOTAL $ 1,121,319.33

Record of Change Orders

#	Date	Amount
1	4/18/2022	$ 605,490.00
2	1/17/2023	$ 621,800.00
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TOTAL		$ 1,227,290.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16,2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

Mr. Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 34
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirty-fourth progress report for the above referenced project and covers work through May 19, 2024. Construction services performed throughout this period includes franchise utility coordination, construction staking, construction observation, and general correspondence with City staff and Contractor.

The Contractor is continuing grading operations and box culvert construction. Construction is behind schedule due to the wet conditions we are experiencing. The Contractor will begin the second stage of year 2 construction at the beginning of June. The original goal was to complete Stage 1 prior to Stage 2; however, this will not be the case so the Contractor will work on both stages simultaneously to try to get back on schedule.

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 3, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 121.0695.01 - 34

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project **121.0695.01** **NE Delaware Ave Recon - NE 5th St to NE 18th St**

Professional Services through May 19, 2024

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	643,289.67	643,289.67	
Limit			643,290.00	
Remaining			.33	
			Phase Subtotal	**0.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	122,200.00	122,200.00	
Limit			122,200.00	
			Phase Subtotal	**0.00**

Construction Services

	Hours	**Rate**	**Amount**	
Principal Engineer II	.50	245.00	122.50	
Principal Engineer I	4.25	230.00	977.50	
Engineer VIII	6.50	192.00	1,248.00	
Project Manager VII	2.50	182.00	455.00	
Engineer VI	.50	173.00	86.50	
Engineer II	12.00	123.00	1,476.00	
Technician VIII	107.50	130.00	13,975.00	
Technician VII	7.25	120.00	870.00	
Technician III	11.50	80.00	920.00	
Technician II	7.00	73.00	511.00	
Total Services	159.50		20,641.50	
Total Services				**20,641.50**

Employee Mileage	92.22	
Total Expenses		**92.22**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny IA 50023
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	34

Fleet Mileage

178.17

Billing Limits	Current	Prior	To-Date
Total Billings	20,911.89	355,829.66	376,741.55
Limit			711,800.00
Remaining			335,058.45

Phase Subtotal **$20,911.89**

Amount Due this Invoice **$20,911.89**

	Total	Prior	Current
Billings to Date	**1,142,231.22**	**1,121,319.33**	**20,911.89**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #34 in the amount of $34,002.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #34

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 6/3/2024 **PAYMENT REQUEST #** 34

PAYMENT PERIOD: From: 12/18/23 through: 05/19/24

Contract Summary

Original Contract Amount:	$ 173,400.00			
Net change by Change Orders: Amd 1/2/3/4	$ 101,300.00			
Contract Amount to Date: (line 1 ± 2)		$ 274,700.00		
Total completed and stored to date:	$ 269,875.75			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 269,875.75		
Less previous applications for payment:		$ 235,873.75		
SUBTOTAL			$	34,002.00
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	34,002.00
Balance to finish, including retainage:		$ 4,824.25		
Contract Time Remaining (If applicable)	-			

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

Construction Contractor Approval:

Firm Name

Signature Date

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

Signature 5/22/24
Date

City of Ankeny Staff Approval

Signature 5/23/24
Date

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

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date		Amount
1	3/25/2020		1178.50
2	4/22/2020	$	9,430.16
3	5/21/2020	$	11,583.63
4	6/24/2020	$	8,959.75
5	7/23/2020	$	8,516.65
6	8/27/2020	$	11,199.75
7	9/24/2020	$	25,453.50
8	10/20/2020	$	3,516.20
9	11/19/2020	$	3,959.50
10	1/21/2021	$	1,686.50
11	10/20/2021	$	6,718.00
12	11/23/2021	$	1,600.25
13	12/21/2021	$	4,001.00
14	1/25/2022	$	8,141.50
15	2/24/2022	$	4,194.00
16	3/23/2022	$	1,564.00
17	4/20/2022	$	2,295.50
18	5/26/2022	$	2,233.50
19	8/24/2022	$	3,265.38
20	9/21/2022	$	4,863.63
21	10/25/2022	$	9,953.50
22	11/22/2022	$	3,215.25
23	12/21/2022	$	6,754.50
24	1/25/2023	$	2,129.00
25	2/22/2023	$	1,902.50
26	3/22/2023	$	3,409.75
27	4/18/2023	$	8,694.69
28	5/24/2023	$	8,689.21
29	6/21/2023	$	12,975.65
30	7/26/2023	$	21,087.08
31	8/23/2023	$	13,002.27
32	9/20/2023	$	14,025.70
33	10/25/2023	$	5,673.75
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TOTAL $ 235,873.75

Record of Change Orders

#	Date		Amount
1	3/21/2022	$	19,900.00
2	4/3/2023	$	36,900.00
3	11/6/2023	$	10,500.00
4	5/20/2024	$	34,000.00
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	TOTAL	$	101,300.00

Contract Time Remaining:

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

Date Printed: 5/23/2024

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 22, 2024

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

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 34
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the thirty-fourth progress report for the above referenced project and covers work through May 19, 2024. Work through this period includes construction services for the U-STEP intersection improvements project. The project has been fully completed and accepted. Record drawings and monument preservation will be completed over this next month. This invoice incudes $34,000 in additional construction services due to the contractor exceeding the completion date.

The landscape improvements project is located at the same 18th Street and N. Ankeny Boulevard intersection, and that contractor is waiting for plants to arrive. We anticipate this project will be completed over this next month as well.

We look forward to continuing working for the City and you on these important projects. Should you have any questions on this update, please feel free to contact me. We will attend the June 3, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 120.0315.01 - 34

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project **120.0315.01** **N. Ankeny Blvd. Landscape Improvements**

Professional Services through May 19, 2024

Basic Services

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**152,100.00**	**152,100.00**	**0.00**

Construction Services

	Hours	Rate	Amount	
Principal Engineer	.25	220.00	55.00	
Principal Engineer	8.50	209.00	1,776.50	
Engineer VIII	1.00	174.00	174.00	
Project Manager VI	3.50	157.00	549.50	
Engineer IV	10.00	136.00	1,360.00	
Landscape Architect II	3.75	112.00	420.00	
Lead Technician	.25	133.00	33.25	
Technician VIII	16.25	118.00	1,917.50	
Technician VII	121.25	109.00	13,216.25	
Technician VI	10.00	98.00	980.00	
Technician III	1.00	72.00	72.00	
Technician II	202.00	66.00	13,332.00	
Technician I	2.00	58.00	116.00	
Total Services	379.75		34,002.00	
Total Services				**34,002.00**

Phase Subtotal **$34,002.00**

	Total	Prior	Current
Billings to Date	**117,775.75**	**83,773.75**	**34,002.00**

Billing Limits	Current	Prior	To-Date
Total Billings	34,002.00	235,873.75	269,875.75
Limit			274,700.00
Remaining			4,824.25

Amount Due this Invoice **$34,002.00**

	Total	Prior	Current
Billings to Date	**269,875.75**	**235,873.75**	**34,002.00**

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

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

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $10,077.54 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title:	SE Delaware Ave and SE 54th St Traffic Signal		
Contractor:	Snyder & Associates Inc		
Address:	2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	965.3965.4210	***Finance Project #***	9654210
Vendor Project or Invoice #:	123.0251.01	***PO #***	N/A
Original Contract Date:	February 6, 2023	***Vendor #***	990

Date of Council Meeting: June 3, 2024 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: April 22, 2024 Through: May 19, 2024

Contract Summary

Original Contract Amount:	$ 69,300.00			
Net change by Change Orders:	$ 53,900.00			
Contract Amount to Date: (line 1 ± 2)		$ 123,200.00		
Total completed and stored to date:	$ 103,781.62			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 103,781.62		
Less previous applications for payment:		$ 93,704.08		
SUBTOTAL			$	10,077.54
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	10,077.54
Balance to finish, including retainage:		$ 19,418.38		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates Inc

Firm Name

Signature 5/21/24

Date

City of Ankeny Staff Approval:

Leslie Hart 5/23/24

Signature Date

Submit to: *Leslie Hart*

E-mail: lhart@ankenyiowa.gov *Phone:* *515-965-6400* *Fax:*

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	$ 6,529.48
2	March 22, 2023	$ 6,938.80
3	April 18, 2023	$ 14,524.20
4	May 24, 2023	$ 22,335.65
5	September 20, 2023	$ 9,365.96
6	October 25, 2023	$ 6,292.28
7	November 21, 2023	$ 3,304.81
8	December 19, 2023	$ 4,471.78
9	January 24, 2024	$ 4,450.75
10	March 20, 2024	$ 7,197.71
11	April 23, 2024	$ 8,292.66
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 93,704.08

Record of Change Orders

No.	Date	Amount
1	December 4, 2023	$ 53,900.00
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CHANGE ORDER TOTAL = $ 53,900.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 21, 2024

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

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 12
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the 12th invoice for the above referenced project, for work performed through May 19, 2024. Services performed since the last progress report included the following:

- Coordination with franchise utilities for conflicts
- Continued ROW acquisition process including coordination with property owner
- Performed construction staking services
- Performed daily construction observation services
- Attended construction progress meetings and prepared meeting notes

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 3, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/ajh

Enclosure

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 123.0251.01 - 12

965.3965.4210
965.4210

Email

Project **123.0251.01** **SE Delaware Ave and SE 54h St Traffic Signal Project**

Professional Services through May 19, 2024

Basic Services
Hourly Services

	Hours	Rate	Amount	
Engineer IV	.50	141.00	70.50	
Total Services	.50		70.50	
				70.50
		Phase Subtotal		**$70.50**

Additional Services
Hourly Services

	Hours	Rate	Amount	
Right-of-Way Agent II	1.25	123.00	153.75	
Total Services	1.25		153.75	
				153.75
		Phase Subtotal		**$153.75**

Construction Services
Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	2.25	210.00	472.50	
Project Manager VII	1.00	182.00	182.00	
Engineer IV	13.50	149.00	2,011.50	
Technician VIII	37.50	130.00	4,875.00	
Technician VII	9.50	120.00	1,140.00	
Technician VI	2.00	108.00	216.00	
Technician V	2.00	98.00	196.00	
Technician IV	6.00	88.00	528.00	
Technician II	2.50	73.00	182.50	
Total Services	76.25		9,803.50	
				9,803.50

Fleet Mileage

49.79

Phase Subtotal **$9,853.29**

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

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

Project	123.0251.01	Ank-SEDelawareAveSE54thStTraffSignProjec		Invoice	12
Billing Limits		**Current**	**Prior**	**To-Date**	
Total Billings		10,077.54	93,704.08	103,781.62	
Limit				123,200.00	
Remaining				19,418.38	

Amount Due this Invoice **$10,077.54**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #39 in the amount of $10,526.32 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #39

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 *Finance Project Code:* 629.4210
Finance Budget Code: 688.3688.4210 *Finance Project Code:* 688.4210
Vendor Project or Invoice #: 120.1113.01 *PO #*
Original Contract Date: January 4, 2021 *Vendor #* 990

Date of Council Meeting 6/3/2024 **PAYMENT REQUEST #** 39
PAYMENT PERIOD: From: 04/22/24 through: 05/19/24

Contract Summary

Original Contract Amount:	$ 103,800.00			
Net change by Change Orders: Amd #1/2	$ 598,900.00			
Contract Amount to Date: (line 1 ± 2)		$ 702,700.00		
Total completed and stored to date:	$ 579,886.02			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 579,886.02		
Less previous applications for payment:		$ 569,359.70		
SUBTOTAL			$	10,526.32
OTHER CHARGES (Please attach an itemized list)				
Current Payment Due - Division 1 (629.4210)			$	4,392.32
Current Payment Due - Division 2 (688.4210)				
CURRENT PAYMENT DUE			$	10,526.32
Balance to finish, including retainage:		$ 122,813.98		
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 Rand 5/23/24
Signature Date

City of Ankeny Staff Approval: Donald Clark 5/23/24
Signature Date

Submit to: Don Clark
Email: dclark@ankenyiowa.gov *Phone:* 515-963-3529 *Fax:*

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	$ 47,394.98
2	4/22/2021	$ 14,665.92
3	5/26/2021	$ 16,258.50
4	6/24/2021	$ 4,639.50
5	7/22/2021	$ 6,659.86
6	8/25/2021	$ 1,525.50
7	9/22/2021	$ 3,837.50
8	10/21/2021	$ 15,215.25
9	11/23/2021	$ 24,875.92
10	12/21/2021	$ 15,796.50
11	1/26/2022	$ 16,200.50
12	2/24/2022	$ 14,679.78
13	3/24/2022	$ 17,788.50
14	4/20/2022	$ 12,803.50
15	5/24/2022	$ 29,637.85
16	6/23/2022	$ 25,728.81
17	7/20/2022	$ 18,544.85
18	8/25/2022	$ 22,644.25
19	9/21/2022	$ 15,138.00
20	10/26/2022	$ 9,243.47
21	11/23/2022	$ 12,849.25
22	12/21/2022	$ 11,784.50
23	1/26/2023	$ 13,247.02
24	2/23/2023	$ 5,183.49
25	3/23/2023	$ 22,707.12
26	4/18/2023	$ 19,862.85
27	5/25/2023	$ 26,947.70
28	6/22/2023	$ 18,611.96
29	7/26/2023	$ 20,447.16
30	8/24/2023	$ 7,912.74
31	9/21/2023	$ 12,205.74
32	10/26/2023	$ 13,307.82
33	11/22/2023	$ 8,492.66
34	12/20/2023	$ 8,489.56
35	1/24/2024	$ 5,319.77
36	2/21/2024	$ 9,921.65
37	3/21/2024	$ 7,080.25
38	4/24/2024	$ 11,709.52
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TOTAL $ 569,359.70

Record of Change Orders

#	Date	Amount
1	9/7/2021	$ 158,200.00
2	12/6/2021	$ 185,400.00
3	11/21/2022	$ 255,300.00
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	TOTAL	$ 598,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 5/23/2024

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 23, 2024

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

Invoice No: 120.1113.01 - 39

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project **120.1113.01** **Ankeny HTT Water Main & Drainage Improvements**

Professional Services through May 19, 2024

Prelim Services

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**95,183.76**	**95,183.76**	**0.00**

Design Services Amendment 1

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**82,836.00**	**82,836.00**	**0.00**

Design Services Amendment 2 (Division 1)

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**138,769.18**	**138,769.18**	**0.00**

Design Services Amendment 2 (Division 2)

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**20,792.00**	**20,792.00**	**0.00**

Construction Services Div 1
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	1.00	229.00	229.00	
Sr. Engineer	12.75	198.00	2,524.50	
Technician V	17.50	92.00	1,610.00	
Total Services	31.25		4,363.50	
				4,363.50

Fleet Mileage

28.82

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	39

Phase Subtotal **$4,392.32**

	Total	Prior	Current
Billings to Date	193,446.98	189,054.66	4,392.32

Construction Services Div 2

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	38,867.10	38,867.10	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	4,392.32	565,502.70	569,895.02
Limit			688,200.00
Remaining			118,304.98

Total this Project **$4,392.32**

	Current	Prior	Total
Billings to Date	4,392.32	565,502.70	569,895.02

Project **120.1113.01B** **HTT Transmission Main Trail Repair**

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	2.00	252.00	504.00
Sr. Engineer	1.25	216.00	270.00
Engineer VI	16.00	178.00	2,848.00
Lead Technician	13.50	150.00	2,025.00
Technician III	5.00	82.00	410.00
Administrative II	1.00	77.00	77.00
Total Services	38.75		6,134.00

6,134.00

Billing Limits	Current	Prior	To-Date
Total Billings	6,134.00	3,857.00	9,991.00
Limit			14,500.00
Remaining			4,509.00

Total this Project **$6,134.00**

	Current	Prior	Total
Billings to Date	6,134.00	3,857.00	9,991.00

Amount Due this Invoice **$10,526.32**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 23, 2024

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 39
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-ninth progress report for the above referenced project and covers work through May 19, 2024. Work performed during this period primarily includes tasks associated with the project close-out, including final pay application, final change order, punch list coordination, construction observation and reporting, and record drawing development. Work performed also includes tasks associated with the HTT Trail Repair supplemental work, including site review, construction drawing and contract document development, and cost opinion. This invoice of $10,526.32 represents the completion of about 83% of the $702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the June 3, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $11,025.50 to Snyder & Associates, Inc. for engineering services on the Watercrest Park Expansion project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title:	Watercrest Park		
Contractor:	Snyder & Associates, Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	973.2973.4210	**Finance Project #:**	973.4210
Vendor Project #:	124.0171.01	**Purchase Order #:**	
Original Contract Date:	January 16, 2024	**Vendor Account #:**	990

Date of Council Meeting: June 3, 2024 **Payment Application #:** 4

Payment Period: From: April 22, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 59,500.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 59,500.00	
Total Completed and Stored to Date:	$ 42,144.80		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 42,144.80	
Less Previous Applications for Payment:		$ 31,119.30	
SUBTOTAL:			$ 11,025.50
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 11,025.50**
Balance to Finish, Including Retainage:		$ 17,355.20	
Contract Time Remaining:	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

Signature 5/22/24 Date

City of Ankeny Staff Approval:

Signature 5/24/24 Date

Submit to: Nick Lenox

E-mail: nlenox@ankenyiowa.gov Phone Number: 515/963-3576

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	February 21, 2024	$ 8,385.95
2	March 21, 2024	$ 12,055.60
3	April 23, 2024	$ 10,677.75
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 31,119.30

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 124.0171.01 - 4

Finance Budget code 973.2973.4210

Finance Budget code 973.4210

Vendor 990

Email

Project **124.0171.01** **Watercrest Park**

Professional Services through May 19, 2024

Basic Services
Hourly Services

	Hours	Rate	Amount	
Landscape Architect VI	14.75	178.00	2,625.50	
Landscape Architect IV	2.50	153.00	382.50	
Landscape Architect III	5.25	141.00	740.25	
Landscape Architect II	44.50	128.00	5,696.00	
Engineer I	13.75	115.00	1,581.25	
Total Services	80.75		11,025.50	
				11,025.50

Billing Limits	Current	Prior	To-Date	
Total Billings	11,025.50	31,119.30	42,144.80	
Limit			47,500.00	
Remaining			5,355.20	
		Phase Subtotal		$11,025.50

Construction Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			12,000.00	
Remaining			12,000.00	
		Phase Subtotal		0.00

Amount Due this Invoice **$11,025.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $11,762.25 to Snyder & Associates, for engineering services on the Sawgrass Park Dam Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Managing 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 3, 2024 **Payment Application #:** 1

Payment Period: From: May 6, 2024 Through: May 19, 2024

Contract Summary:

Original Contract Amount:	$ 73,700.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 73,700.00		
Total Completed and Stored to Date:	$ 11,762.25			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 11,762.25		
Less Previous Applications for Payment:		$ -		
SUBTOTAL:			$	11,762.25
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**11,762.25**
Balance to Finish, Including Retainage:		$ 61,937.75		
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

Mark A Ford Signature 5/21/24 Date

City of Ankeny Staff Approval:

Becky Ford Signature 5/24/24 Date

Submit to: Becky Ford

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

Date Printed: 5/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ -

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	
Added by Change Order:	
Total Working Days:	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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 21, 2024

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

RE: SAWGRASS POND DAM IMPROVEMENTS
PROGRESS REPORT NO. 1
S&A PROJECT NO. 124.0622.01

Dear Ms. Ford:

This is the first progress report for the above-referenced project and covers services through May 19, 2024. Work during this period included initial project coordination and commencement, topographic survey, reviewing watershed boundaries and properties, and initiating the hydraulic model setup.

We look forward to continuing to work for the City and 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 3, 2024 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/sak

Enclosure

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

May 22, 2024

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

Invoice No: 124.0622.01 - 1

Finance Budget Code 686.3686.4210

Finance Project Code 686.4210

Vendor 990

Email

Project **124.0622.01** **Sawgrass Park Dam Improvements**

Professional Services through May 19, 2024

Basic Services
Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	21.75	216.00	4,698.00	
Land Surveyor VIII	3.00	198.00	594.00	
Engineer VIII	.25	198.00	49.50	
Environmental Scientist IV	2.00	153.00	306.00	
Land Surveyor II	6.50	128.00	832.00	
Engineer I	4.50	115.00	517.50	
Technician VII	12.75	124.00	1,581.00	
Technician VI	21.75	111.00	2,414.25	
Technician II	9.50	75.00	712.50	
Administrative II	.50	77.00	38.50	
Total Services	82.50		11,743.25	
				11,743.25

Fleet Mileage **19.00**

Phase Subtotal **$11,762.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,762.25	0.00	11,762.25
Limit			73,700.00
Remaining			61,937.75

Amount Due this Invoice **$11,762.25**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Steven Klocke

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd | Ankeny IA 50023
p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to approve the June 3, 2024 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JUNE 3, 2024

Fund		PAYMENTS
100	General Fund	$ 395,628.63
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	80,003.60
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	261.00
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	577,706.97
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	19,349.92
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	10,251.13
590	Golf Course Fund	35,078.57
600-699	Enterprise Project Funds	99,042.80
710	Revolving Fund	25,482.28
720	Risk Management Fund	39,374.63
730	Health Insurance Fund	411.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
882-998	Capital Projects Funds	491,741.96
	Sub Total	$ 1,774,332.49
	Payroll Totals	1,995,632.05
	Service Transfers/ACH Drafts	(206,618.98)
	Agenda Payments Approved Separately	(333,555.86)
	Grand Total	$ 3,229,789.70

Honorable Mayor & City Council:

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

Asst. City Manager — Date 05/30/2024

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011651		CAYDEN TYSDAL								
	M-CHECK	CAYDEN TYSDAL	UNPOST	V	5/29/2024			009591		93.94CR
009368		DUKE OTHERWISE								
	M-CHECK	DUKE OTHERWISE	UNPOST	V	5/29/2024			247375		590.00CR
012085		JIM JENSEN								
	M-CHECK	JIM JENSEN	UNPOST	V	5/23/2024			247416		150.00CR
012081		US ASSURE INSURANCE SERVICES O								
	M-CHECK	US ASSURE INSURANCE SERV	UNPOST	V	5/23/2024			247476		7,119.00CR

* * 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	7,952.94CR	7,952.94CR	0.00

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK:	TOTALS:	4	7,952.94CR	0.00	0.00
BANK:	TOTALS:	4	7,952.94CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711		A CUT ABOVE LAWN CARE & LANDSC							
	I-1011	5/11-5/17/24 NORTH MOWING	R	6/03/2024	7,977.20		247702		7,977.20
					*** VENDOR TOTALS ***		1 CHECKS		7,977.20
001844		A TECH INC-TCI							
	I-620319	TEST/TAG/INSPECTION - PD	E	6/05/2024	162.00		009617		162.00
					*** VENDOR TOTALS ***		1 CHECKS		162.00
008725		A-PLUS LAWN & LANDSCAPE-ANKENY							
	I-1576765	IRRIGATION REPAIR	R	6/03/2024	1,795.48		247703		
	I-1589875	IRRIGATION REPAIR	R	6/03/2024	2,215.38		247703		
	I-1609172	BASIN MAINTENANCE CONTRACT	R	6/03/2024	3,890.30		247703		7,901.16
					*** VENDOR TOTALS ***		1 CHECKS		7,901.16
003881		ACADEMY ROOFING & SHEET							
	I-27953	ROOF REPAIRS - FS#2	R	6/03/2024	307.21		247704		307.21
					*** VENDOR TOTALS ***		1 CHECKS		307.21
008578		ACCESS TECHNOLOGIES INC							
	I-INV1565324	3/31/24-4/29/24 STATEMENT	R	6/03/2024	1,613.15		247705		1,613.15
					*** VENDOR TOTALS ***		1 CHECKS		1,613.15
000003		ACCO UNLIMITED CORP							
	I-0241926-IN	POOL SUPPLIES - CFAC	R	6/03/2024	117.50		247706		
	I-0242070-IN	POOL CHEMICALS-CFAC	R	6/03/2024	7,972.20		247706		8,089.70
					*** VENDOR TOTALS ***		1 CHECKS		8,089.70
000164		G & S HARDWARE INC							
	I-209965/2	RR CLEANING SUPPLIES - PKS	R	6/03/2024	73.97		247707		
	I-209982/2	SPLASH PAD SUPPLIES - PRAC	R	6/03/2024	9.96		247707		
	I-209988/2	HANDLE CHEST/WALLPLATE-CFAC	R	6/03/2024	7.98		247707		91.91
					*** VENDOR TOTALS ***		1 CHECKS		91.91
000974		ACME TOOLS							
	I-12757868	DRILL/BATTERIES - PW	R	6/03/2024	167.99		247708		167.99
					*** VENDOR TOTALS ***		1 CHECKS		167.99
005541		ACUSHNET COMPANY							
	I-918010329	MERCHANDISE FOR RESALE	R	6/03/2024	161.70		247709		
	I-918032126	MERCHANDISE FOR RESALE	R	6/03/2024	216.79		247709		
	I-918044429	STOCK MERCH FOR RESALE-OC	R	6/03/2024	455.45		247709		
	I-918044970	MERCHANDISE FOR RESALE	R	6/03/2024	271.62		247709		
	I-918074193	MERCH FOR RESALE - OC	R	6/03/2024	129.61		247709		1,235.17
					*** VENDOR TOTALS ***		1 CHECKS		1,235.17

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003624		JOEL HUGGINS							
	I-5	5/11-5/18/24 SOUTH ZONE MOW	E	6/05/2024	10,034.76		009626		
	I-6	05/19-05/25/24 SOUTH SIDE MOW	E	6/05/2024	10,034.76		009626		20,069.52
					*** VENDOR TOTALS ***		1 CHECKS		20,069.52
011364		AIRBRUSH BODY CREATIONS							
	I-06/06/2024 BEATS	06/06/2024 BEATS AND EATS	R	6/03/2024	300.00		247710		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
000226		AIRGAS NORTH CENTRAL INC							
	I-5507280120	CYLINDER RENTALS - CG	R	6/03/2024	67.20		247711		
	I-5507280122	CYLINDER RENTALS - CG	R	6/03/2024	4.80		247711		
	I-5507280123	OXYGEN - FD	R	6/03/2024	108.00		247711		
	I-9149687422	OXYGEN - FD	R	6/03/2024	54.10		247711		234.10
					*** VENDOR TOTALS ***		1 CHECKS		234.10
008251		ALADTEC INC							
	I-INV00344867	ALADTEC SUBSCRIPTION	R	6/03/2024	5,041.00		247712		5,041.00
					*** VENDOR TOTALS ***		1 CHECKS		5,041.00
009981		ALL CITY MANAGEMENT SERVICES,							
	I-93362	4/21/24-5/04/24 CROSSING GUARD	E	6/05/2024	6,401.91		009656		6,401.91
					*** VENDOR TOTALS ***		1 CHECKS		6,401.91
003620		ALTOONA FIRE DEPARTMENT							
	I-5/22/2024	OSB - FD	R	6/03/2024	711.90		247713		711.90
					*** VENDOR TOTALS ***		1 CHECKS		711.90
009262		AMAZON CAPITAL SERVICES INC							
	C-16GV-FH6L-1XXN	CR: BATTING TEE P&R	E	6/05/2024	90.75CR		009650		
	C-196K-TTFN-DWJY	CR: MULTIMEDIA -KL	E	6/05/2024	2.78CR		009650		
	C-1JT4-HTWN-D7H9	CR: MULTIMEDIA - KL	E	6/05/2024	12.98CR		009650		
	I-11PH-LNPT-MLYM	CHANGING TABLE - PRSC	E	6/05/2024	196.16		009650		
	I-11TY-7PHK-GKLQ	TONER - PD	E	6/05/2024	55.99		009650		
	I-139Q-TLVK-H3D1	CUP DISPENSER - OCM	E	6/05/2024	48.56		009650		
	I-13CC-GNFC-3LPX	TENNIS BALLS/HAND WTS-ACC/P&R	E	6/05/2024	541.85		009650		
	I-13X4-PW36-Y9WM	PAPER - KL	E	6/05/2024	157.04		009650		
	I-14GG-CY9Y-CCPV	MULTIMEDIA - KL	E	6/05/2024	31.28		009650		
	I-14PH-9KFW-7TTX	FLASH DRIVES - PD	E	6/05/2024	186.00		009650		
	I-14XX-4V3K-GQGF	HONOR GUARD UNIFORMS - PD	E	6/05/2024	50.92		009650		
	I-16D9-YY1J-G17N	AUX CABLES - P&R	E	6/05/2024	39.95		009650		
	I-17KN-PYK1-6QQG	DRILL - MU	E	6/05/2024	77.77		009650		
	I-193Q-H66K-6HXR	MULTIMEDIA - KL	E	6/05/2024	67.74		009650		
	I-1F4M-TPMR-TGWW	HEADPHONE JACK/STAPLR/MISC-ACC	E	6/05/2024	379.60		009650		
	I-1F9M-1J9R-676G	MULTIMEDIA - KL	E	6/05/2024	58.93		009650		
	I-1FFR-K4KM-4NMK	MULTIMEDIA-KL	E	6/05/2024	79.84		009650		
	I-1FK4-MHJD-NPNJ	SCISSORS/SPRAY - AC	E	6/05/2024	65.00		009650		
	I-1H37-LV1Y-CTCN	MULTIMEDIA - KL	E	6/05/2024	27.98		009650		

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	I-1KRP-3KY6-CWGK	ZIPPER BAGS/BINGO BALLS - KL	E	6/05/2024	125.96		009650		
	I-1MCC-KHPK-XNRD	HARD DRIVES - IT	E	6/05/2024	293.90		009650		
	I-1PFH-PH4Q-LVT1	CHAIR - OC	E	6/05/2024	139.98		009650		
	I-1PQ4-3JJJ-CJH4	BUBBLES/MISC - P&R	E	6/05/2024	119.97		009650		
	I-1Q9L-DT4G-677P	MULTIMEDIA - KL	E	6/05/2024	84.84		009650		
	I-1QCC-JPVF-T4FL	EXTENSION CORDS - PW	E	6/05/2024	38.97		009650		
	I-1QFC-1HCJ-4M44	MULTIMEDIA - KL	E	6/05/2024	51.35		009650		
	I-1QXC-617L-DDGH	PAPER TRAYS - KL	E	6/05/2024	205.67		009650		
	I-1RVV-TXN3-MDXJ	MISC BOOKS -KL	E	6/05/2024	206.11		009650		
	I-1TP9-6GQ1-9CLR	MULTIMEDIA - KL	E	6/05/2024	43.79		009650		
	I-1V4N-WKX6-FFHC	BATTING TEE P&R	E	6/05/2024	94.62		009650		
	I-1VJT-LH6Y-6FNV	STICKERS - KL	E	6/05/2024	183.06		009650		
	I-1WQR-4HPV-NKYG	BASEBALLS - P&R	E	6/05/2024	71.34		009650		
	I-1WWW-4WYK-YN49	RADIOS - MU	E	6/05/2024	99.95		009650		
	I-1Y36-JKRK-9X6T	TRUCK TOY/PARTY FAVORS-KL	E	6/05/2024	128.44		009650		
	I-1YNF-3W1G-WXM7	BATTERY BACKUP - MU	E	6/05/2024	149.99		009650		3,996.04
					*** VENDOR TOTALS ***		1 CHECKS		3,996.04
002676		ANIMAL RESCUE LEAGUE							
	I-INV0155	APRIL 2024 SERVICES	E	6/05/2024	1,125.00		009623		1,125.00
					*** VENDOR TOTALS ***		1 CHECKS		1,125.00
008687		ANKENY AMERICAN LEGION POST 42							
	I-431-WMR-24	FLAGS - PKS/PD/KL/PRSC	R	6/03/2024	781.95		247714		
	I-432-WMR-24	FLAGS-PRSC/PKS/PD/KL	R	6/03/2024	767.22		247714		1,549.17
					*** VENDOR TOTALS ***		1 CHECKS		1,549.17
011996		ANKENY HARDWARE STORE LLC							
	I-1116073	COVER/TAPE/GFCI - PRSC	E	6/05/2024	78.96		009666		
	I-1123057	SINGLE CUT KEY - P&R	E	6/05/2024	20.93		009666		
	I-1123954	SCRAPER/CONTAINERS - PD	E	6/05/2024	14.97		009666		
	I-1124034	PADLOCKS - PD	E	6/05/2024	45.98		009666		
	I-1124177	SHOP SUPPLIES - PKS	E	6/05/2024	22.24		009666		
	I-1124236	RED MARKING PAINT-PKS	E	6/05/2024	35.97		009666		
	I-1124525	SINGLE CUT KEY - P&R	E	6/05/2024	14.95		009666		
	I-1124616	SIGN HARDWARE-PKS	E	6/05/2024	8.00		009666		
	I-1124689	WINDEX/COBALT - OCM	E	6/05/2024	14.48		009666		
	I-1125418	CONTAINERS - CH	E	6/05/2024	19.94		009666		
	I-1125660	POOL HARDWARE SUPPLIES-PRAC	E	6/05/2024	0.33		009666		
	I-1125774	PROPANE - PW	E	6/05/2024	65.98		009666		
	I-1125780	WRENCH - IT	E	6/05/2024	11.99		009666		
	I-1125883	GFCI OUTLETS -CFAC	E	6/05/2024	80.97		009666		
	I-1125890	BATTERIES - PRSC	E	6/05/2024	43.98		009666		
	I-1125929	INSECT CONTROL - P&R	E	6/05/2024	9.99		009666		489.66
					*** VENDOR TOTALS ***		1 CHECKS		489.66

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004201		TSJM TOWING SERVICE LLC							
	I-24-60549	UNIT #72 TOW/HOOK FEE	R	6/03/2024	40.00		247715		
	I-24-60702	UNIT #84 TOW/HOOK FEE	R	6/03/2024	50.00		247715		90.00
					*** VENDOR TOTALS ***		1 CHECKS		90.00
000057		ARNOLD MOTOR SUPPLY							
	I-15NV180063	UNIT #257 PARTS	R	6/03/2024	98.13		247716		
	I-15NV180280	SHOP SUPPLIES - CG	R	6/03/2024	264.66		247716		362.79
					*** VENDOR TOTALS ***		1 CHECKS		362.79
002625		PHILIP L ASCHEMAN PHD							
	I-5/28/2024	MMPI/PSYCH EVALS - PD	R	6/03/2024	755.00		247717		755.00
					*** VENDOR TOTALS ***		1 CHECKS		755.00
002549		ATLANTIC BOTTLING COMPANY							
	I-4546985	BEVERAGES FOR RESALE - OC	R	6/03/2024	656.31		247718		
	I-4562484	BEVERAGES FOR RESALE- OC	R	6/03/2024	986.41		247718		
	I-4562739	BEVERAGES FOR RESALE-CFAC	R	6/03/2024	4,390.20		247718		
	I-4562766	BEVERAGES FOR RESALE-PRAC	R	6/03/2024	2,849.40		247718		8,882.32
					*** VENDOR TOTALS ***		1 CHECKS		8,882.32
008024		AUREON COMMUNICATIONS LLC							
	I-05/2024	05/01/24-05/31/24 STATEMENT	E	6/05/2024	1,866.69		009641		1,866.69
					*** VENDOR TOTALS ***		1 CHECKS		1,866.69
005865		TASER INTERNATIONAL INC							
	I-INUS207535	AXON TASER PAYMENT	R	6/03/2024	3,198.00		247719		3,198.00
					*** VENDOR TOTALS ***		1 CHECKS		3,198.00
000067		BAKER & TAYLOR INC							
	I-2038290399	MISC BOOKS KL	E	6/05/2024	26.99		009596		
	I-2038290400	MISC BOOKS KL	E	6/05/2024	684.62		009596		
	I-2038296034	MISC BOOKS KL	E	6/05/2024	358.07		009596		
	I-2038308931	MISC BOOKS KL	E	6/05/2024	2,716.30		009596		3,785.98
					*** VENDOR TOTALS ***		1 CHECKS		3,785.98
002479		AMIN BAKRI							
	I-05/15/2024 CDL	5/15/24 CDL LICENSE	R	6/03/2024	67.00		247720		67.00
					*** VENDOR TOTALS ***		1 CHECKS		67.00
010118		BEACON ATHLETICS LLC							
	I-0592418-IN	CHALKERS	E	6/05/2024	1,270.00		009658		
	I-0593648-IN	BATTER CIRCLES	E	6/05/2024	2,800.00		009658		4,070.00
					*** VENDOR TOTALS ***		1 CHECKS		4,070.00

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010368		AMANDA BELLIS							
	I-05/16/2024 MILES	5/16/24 MILEAGE	E	6/05/2024	11.66		009678		11.66
					*** VENDOR TOTALS ***		1 CHECKS		11.66
006349		HY-VEE INC-BDI							
	I-74060	ALCOHOL FOR RESALE - OC	R	6/03/2024	819.44		247721		819.44
					*** VENDOR TOTALS ***		1 CHECKS		819.44
008331		BLACK CLOVER ENTERPRISES LLC							
	I-BCE188556	EMBROIDERY - OC	R	6/03/2024	8.00		247722		8.00
					*** VENDOR TOTALS ***		1 CHECKS		8.00
005950		BLACKSTONE AUDIO INC							
	I-2154482	MULTIMEDIA/SHELF SVCS-KL	R	6/03/2024	159.77		247723		
	I-2154487	MULTIMEDIA/SHELF SVCS-KL	R	6/03/2024	50.95		247723		210.72
					*** VENDOR TOTALS ***		1 CHECKS		210.72
009415		LANIE BOAS							
	I-5/23/2024	SAFETY BOOTS REIMBURSEMENT	E	6/05/2024	140.00		009677		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
007515		EFFLUENT INC							
	I-I9846	04/19/24-05/18/24 RENTAL-PRSC	R	6/03/2024	598.00		247724		598.00
					*** VENDOR TOTALS ***		1 CHECKS		598.00
011930		BROC BOHNING							
	I-05/2024 BOOTS	05/2024 BOOTS	E	6/05/2024	140.00		009684		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
008100		BOMGAARS SUPPLY INC							
	I-65231787	SHOVEL/HOSE - MU	R	6/03/2024	134.95		247725		134.95
					*** VENDOR TOTALS ***		1 CHECKS		134.95
009487		BOOT BARN INC							
	I-119053	BOOTS -JAMES EVANS	E	6/05/2024	125.99		009654		125.99
					*** VENDOR TOTALS ***		1 CHECKS		125.99
005174		BOUND TREE MEDICAL LLC							
	I-85336792	CPR SUPPLIES - PD	R	6/03/2024	160.00		247726		
	I-85347899	EMS SUPPLIES - FD	R	6/03/2024	192.40		247726		
	I-85347900	EMS SUPPLIES - FD	R	6/03/2024	252.42		247726		604.82
					*** VENDOR TOTALS ***		1 CHECKS		604.82

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011616		TANYA BOYLE							
	I-05/2024 BOOTCAMPS	05/2024 BOOTCAMPS	E	6/05/2024	286.00		009682		286.00
					*** VENDOR TOTALS ***		1 CHECKS		286.00
009385		BRAVO COMPANY USA, INC							
	I-23631	RIFLE LOWER RECEIVERS	R	6/03/2024	765.00		247727		765.00
					*** VENDOR TOTALS ***		1 CHECKS		765.00
008738		BULB GUY LIGHTING							
	I-21576	BULBS - PD	E	6/05/2024	9.44		009645		
	I-21578	LIGHTS - MU	E	6/05/2024	127.93		009645		137.37
					*** VENDOR TOTALS ***		1 CHECKS		137.37
002167		BUSINESS PUBLICATIONS CORP							
	I-957825-R3	FY24 SUBSCRIPTION - KL	R	6/03/2024	24.95		247728		24.95
					*** VENDOR TOTALS ***		1 CHECKS		24.95
000385		CAPITAL CITY EQUIPMENT CO							
	I-13751	REPLACE UNIT #665	E	6/05/2024	39,224.63		009602		39,224.63
					*** VENDOR TOTALS ***		1 CHECKS		39,224.63
001004		PARKER CASKEY							
	I-05/06/24-05/17/24	5/6-5/17/24 MEALS	E	6/05/2024	23.58		009669		23.58
					*** VENDOR TOTALS ***		1 CHECKS		23.58
004613		CENTRAL IOWA DISTRIBUTING							
	I-01009308	JANITORIAL SUPPLIES - AC	E	6/05/2024	2,472.00		009631		
	I-01009532	BLACK BAGS-OCM	E	6/05/2024	430.00		009631		
	I-01009542	JANITORIAL SUPPLIES- PRSC	E	6/05/2024	523.00		009631		3,425.00
					*** VENDOR TOTALS ***		1 CHECKS		3,425.00
001375		CENTRAL IOWA FLORAL INCOR							
	I-66021	FLOWER BED PLANTS	R	6/03/2024	1,668.01		247729		1,668.01
					*** VENDOR TOTALS ***		1 CHECKS		1,668.01
003072		QWEST CORPORATION							
	I-05/04/2024	05/2024 STATEMENT - TRFC	R	6/03/2024	100.89		247730		100.89
					*** VENDOR TOTALS ***		1 CHECKS		100.89
008614		TONY CHRISTOPH							
	I-05/17/2024 MEAL	5/14/24 MEAL	E	6/05/2024	11.76		009644		11.76
					*** VENDOR TOTALS ***		1 CHECKS		11.76

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011576		CINTAS CORPORATION							
	I-4183983596	2/20/24 SVCS - STREETS	R	6/03/2024	448.42		247731		
	I-4192191191	BANQUET SUPPLY RENTALS - OC	R	6/03/2024	140.62		247731		
	I-4192453836	5/13/24 SVCS - WASTEWATER	R	6/03/2024	156.85		247731		
	I-4192615660	5/14/24 SVCS - STREETS	R	6/03/2024	428.58		247731		
	I-4192615708	5/14/24 SVCS - WATER	R	6/03/2024	209.85		247731		
	I-4192615819	MAT RENTAL - ACC	R	6/03/2024	65.75		247731		
	I-4192615878	MAT/UNIFORM RENTALS-PKS	R	6/03/2024	112.90		247731		
	I-4192911185	BANQUET SUPPLY RENTALS-OC	R	6/03/2024	124.31		247731		
	I-4193171286	5/20/24 SVCS - WASTEWATER	R	6/03/2024	156.85		247731		
	I-4193328443	MAT/UNIFORM RENTAL - OCM	R	6/03/2024	92.06		247731		
	I-4193334735	MAT RENTALS-ACC	R	6/03/2024	65.75		247731		
	I-4193334826	MAT/UNIFORM RENTALS-PKS	R	6/03/2024	112.90		247731		
	I-4193334854	MAT RENTALS- KL	R	6/03/2024	149.84		247731		
	I-4193625382	BANQUET SUPPLY RENTALS-OCM	R	6/03/2024	227.63		247731		2,492.31
					*** VENDOR TOTALS ***		1 CHECKS		2,492.31
001144		CITY SUPPLY CORPORATION							
	I-S1796801.001	10" PIPE REPAIR PARTS	E	6/05/2024	1,772.05		009614		1,772.05
					*** VENDOR TOTALS ***		1 CHECKS		1,772.05
009223		COMMERCIAL LIGHTING SERVICES I							
	I-34225	FLAG POLE REPAIRS-PD	R	6/03/2024	104.50		247732		104.50
					*** VENDOR TOTALS ***		1 CHECKS		104.50
009121		CONTRACTOR SOLUTIONS							
	I-1-554470	GAS MONITORS	R	6/03/2024	1,670.00		247733		1,670.00
					*** VENDOR TOTALS ***		1 CHECKS		1,670.00
009277		CONVERGE ONE INC							
	I-IE9120059	CRADLEPOINT RNWL - IT	E	6/05/2024	202.86		009651		
	I-IE9120377	MERAKI ANNUAL RENEWAL	E	6/05/2024	22,038.26		009651		22,241.12
					*** VENDOR TOTALS ***		1 CHECKS		22,241.12
009829		CRITERIA CORPORATION							
	I-US-5637	ONLINE TESTING 6/5/24-6/4/25	R	6/03/2024	3,745.00		247734		3,745.00
					*** VENDOR TOTALS ***		1 CHECKS		3,745.00
001654		CUMMINS, INC							
	I-J4-58178	#120 PARTS	E	6/05/2024	1,092.48		009615		1,092.48
					*** VENDOR TOTALS ***		1 CHECKS		1,092.48
000146		CENTURY HOMES CO							
	I-73590IN	GROWTH REGULATOR-PRSC	R	6/03/2024	5,980.00		247735		
	I-77025IN	CHALK	R	6/03/2024	1,596.00		247735		
	I-77406IN	HERBICIDE-OCM	R	6/03/2024	1,142.00		247735		
	I-77463IN	TURF SUPPLIES-PRSC	R	6/03/2024	2,059.48		247735		
	I-77955IN	CHALK-PRSC	R	6/03/2024	1,596.00		247735		

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	I-77992IN	CLAY/MOUND BLOCKS - PRSC	R	6/03/2024	328.00		247735		
	I-78098IN	NO MOW CHEMICALS	R	6/03/2024	1,262.02		247735		13,963.50
					*** VENDOR TOTALS ***		1 CHECKS		13,963.50
001003		ED DANIELS							
	I-116896	FILTERS -KL	E	6/05/2024	692.97		009613		
	I-116897	FILTERS - CH	E	6/05/2024	186.61		009613		
	I-116898	FILTERS - LAKESIDE	E	6/05/2024	27.47		009613		
	I-116899	FILTERS - PW	E	6/05/2024	260.27		009613		
	I-116900	FILTERS -FD	E	6/05/2024	68.29		009613		1,235.61
					*** VENDOR TOTALS ***		1 CHECKS		1,235.61
008858		DAVE'S FIREWOOD AND DISTRIBUTI							
	I-335721	TRAIL REPAIR	R	6/03/2024	14,900.00		247736		14,900.00
					*** VENDOR TOTALS ***		1 CHECKS		14,900.00
003099		DELL MARKETING L P							
	I-10748685899	SPEAKER BAR - IT	R	6/03/2024	41.62		247737		
	I-10749628316	ENGINEERING TECH PC	R	6/03/2024	983.18		247737		
	I-10749987740	FY24 FINAL PC ORDER	R	6/03/2024	19,413.09		247737		20,437.89
					*** VENDOR TOTALS ***		1 CHECKS		20,437.89
008545		DEMARANVILLE INSTALLATIONS INC							
	I-024-332A	FIRE SPRINKLER REPAIRS-MU	R	6/03/2024	225.00		247738		225.00
					*** VENDOR TOTALS ***		1 CHECKS		225.00
000605		DEMCO INC							
	I-7483911	BOOK HOLDER/STUFFER- KL	E	6/05/2024	140.88		009608		140.88
					*** VENDOR TOTALS ***		1 CHECKS		140.88
000160		DES MOINES WATER WORKS							
	I-000156 4/29/24	4/29/24 STATEMENT	R	6/03/2024	45,095.93		247739		
	I-005039 4/30/24	4/30/24 STATEMENT	R	6/03/2024	88,417.88		247739		
	I-005040 4/30/24	4/30/24 STATEMENT	R	6/03/2024	153,269.35		247739		
	I-099890 4/30/24	4/30/24 STATEMENT	R	6/03/2024	151,765.47		247739		
	I-101656 4/30/24	4/30/24 STATEMENT	R	6/03/2024	124,722.48		247739		563,271.11
					*** VENDOR TOTALS ***		1 CHECKS		563,271.11
008329		DEXTER PUMP SERVICES LLC							
	I-5597 INV	TRANSDUCER SVC - PRSC	R	6/03/2024	750.00		247740		750.00
					*** VENDOR TOTALS ***		1 CHECKS		750.00
004568		DOLL DISTRIBUTING LLC							
	I-1507810	ALCOHOL FOR RESALE-HAWKEYE	E	6/05/2024	274.20		009630		
	I-1510206	ALCOHOL FOR RESALE-OC	E	6/05/2024	1,507.70		009630		
	I-1513102	ALCOHOL FOR RESALE-HAWKEYE	E	6/05/2024	309.20		009630		
	I-1515250	ALCOHOL FOR RESALE-OC	E	6/05/2024	1,363.50		009630		3,454.60
					*** VENDOR TOTALS ***		1 CHECKS		3,454.60

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002143		DOORS INC							
	I-347270	DOOR REPAIRS - PD	E	6/05/2024	589.00		009620		589.00
					*** VENDOR TOTALS ***		1 CHECKS		589.00
010726		PAUL A DRAKE							
	I-3778	NAME PLATE - MU	E	6/05/2024	10.00		009659		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00
009368		DUKE OTHERWISE							
	I-04/20/2024REISSUED	4/20/24 FAMILY CONCERT-KL	R	6/03/2024	590.00		247741		590.00
					*** VENDOR TOTALS ***		1 CHECKS		590.00
000759		JAY EASON							
	I-01/24-04/24MILEAGE	01/24-04/24 MILEAGE	E	6/05/2024	39.26		009611		39.26
					*** VENDOR TOTALS ***		1 CHECKS		39.26
007428		THE EASTER SEAL SOCIETY OF IOW							
	I-05132024	EASTER SEALS FY24	R	6/03/2024	1,000.00		247742		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
004995		ECHO GROUP INC							
	I-S010605779.001	REBUILD PUMP -CFAC	E	6/05/2024	632.88		009634		632.88
					*** VENDOR TOTALS ***		1 CHECKS		632.88
006319		EDWARD DON AND COMPANY							
	I-31945600	FOOD/SUPPLIES RESALE-OC	R	6/03/2024	659.87		247743		659.87
					*** VENDOR TOTALS ***		1 CHECKS		659.87
000186		ELECTRONIC ENGINEERING							
	I-80072178, 80072035	06/2024 STATEMENT - PARK MAINT	E	6/05/2024	296.50		009597		
	I-80072179, 80072036	06/2024 STATEMENT - STREETS	E	6/05/2024	930.00		009597		
	I-80072180, 80072037	06/2024 STATEMENT - MU	E	6/05/2024	440.50		009597		
	I-80072181	06/2024 STATEMENT-ENGINEERING	E	6/05/2024	26.50		009597		1,693.50
					*** VENDOR TOTALS ***		1 CHECKS		1,693.50
008988		ELITE GLASS & METAL LLC							
	I-SM-21815	BACK DOOR ADJUSTMENT-CH	R	6/03/2024	170.00		247744		170.00
					*** VENDOR TOTALS ***		1 CHECKS		170.00
008036		ENVISIONWARE INC							
	I-INV-US-70927	RFID TAGS	E	6/05/2024	1,432.00		009642		1,432.00
					*** VENDOR TOTALS ***		1 CHECKS		1,432.00

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011825		EVOLVING EDGE GRAPHICS, LLC							
	I-E0006078	PODIUM PRINTS - COMMUNICATIONS	E	6/05/2024	190.00		009665		
	I-E0006442	BANNER DESIGN - P&R	E	6/05/2024	135.00		009665		
	I-E0006651	YOGA POLE BANNER - P&R	E	6/05/2024	150.00		009665		475.00
					*** VENDOR TOTALS ***		1 CHECKS		475.00
001694		FARONICS TECHNOLOGIES USA							
	I-INUS0225429	FARONICS DEEPFREEZE RENEW	E	6/05/2024	2,542.50		009616		2,542.50
					*** VENDOR TOTALS ***		1 CHECKS		2,542.50
002285		FASTENAL COMPANY							
	I-IADES443086	SAFETY GLASSES - PW	E	6/05/2024	42.75		009622		42.75
					*** VENDOR TOTALS ***		1 CHECKS		42.75
011234		FIRE SERVICE TRAINING BUREAU							
	I-241698	DOA CERT - N. GOBELL	R	6/03/2024	50.00		247745		
	I-241921	FIRE SERVICE BOOKS - FD	R	6/03/2024	164.70		247745		
	I-242063	INVST CERT - P. CASKEY	R	6/03/2024	50.00		247745		264.70
					*** VENDOR TOTALS ***		1 CHECKS		264.70
006511		THE PAPER CORPORATION							
	I-257000-00	BLUE SHOP TOWELS- OCM	R	6/03/2024	43.80		247746		43.80
					*** VENDOR TOTALS ***		1 CHECKS		43.80
007648		DAIOHS USA INC							
	I-021098	COFFEE SERVICES - CH	E	6/05/2024	57.70		009640		57.70
					*** VENDOR TOTALS ***		1 CHECKS		57.70
000211		GALE							
	I-84283951	MAY CHRISTIAN ROMANCE 5 PLAN	E	6/05/2024	128.20		009598		
	I-84283995	MAY BIOGRAPHY 2 PLAN	E	6/05/2024	53.98		009598		
	I-84284406	MAY CHRISTIAN ROMANCE 4 PLAN	E	6/05/2024	100.46		009598		
	I-84284986	MAY DIVERSE VOICES 3 PLAN	E	6/05/2024	78.72		009598		361.36
					*** VENDOR TOTALS ***		1 CHECKS		361.36
011998		GALLS PARENT HOLDINGS, LLC							
	I-027821062	SAFETY EQUIPMENT - PD	E	6/05/2024	619.73		009667		
	I-027859214	UNIFORM PANTS - PD	E	6/05/2024	63.35		009667		
	I-027870610	UNIFORM PANTS - FD	E	6/05/2024	68.19		009667		
	I-027881966	UNIFORMS - FD	E	6/05/2024	746.97		009667		
	I-027889999	UNIFORMS - FD	E	6/05/2024	94.55		009667		1,592.79
					*** VENDOR TOTALS ***		1 CHECKS		1,592.79

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012038		GANNETT MEDIA CORP							
	I-6387685	04/2024 LEGAL PUBLICATIONS	R	6/03/2024	2,025.86		247747		2,025.86
					*** VENDOR TOTALS ***		1 CHECKS		2,025.86
002573		GOODE GREENHOUSES							
	I-1-12350-01	FLOWER BED PLANTS	R	6/03/2024	2,672.17		247748		2,672.17
					*** VENDOR TOTALS ***		1 CHECKS		2,672.17
000227		GRAINGER							
	I-9110294999	BATTERY PACK - MU	E	6/05/2024	318.00		009599		
	I-9116897886	UBOLTS - AC	E	6/05/2024	18.00		009599		
	I-9124519464	CAN LIGHTS LEDS - FD	E	6/05/2024	251.28		009599		587.28
					*** VENDOR TOTALS ***		1 CHECKS		587.28
006348		GRAZIANO BROTHERS INC							
	I-248133	FOOD FOR RESALE - OC	E	6/05/2024	126.50		009638		126.50
					*** VENDOR TOTALS ***		1 CHECKS		126.50
010743		GREENS APPLIANCE							
	I-75110542	FRIDGE REPAIRS - KL	R	6/03/2024	524.99		247749		524.99
					*** VENDOR TOTALS ***		1 CHECKS		524.99
000691		OMG MIDWEST, INC							
	I-1820273	LANDSCAPING ROCK-AC	E	6/05/2024	732.00		009609		
	I-1821579	SAND-OCM	E	6/05/2024	1,978.38		009609		2,710.38
					*** VENDOR TOTALS ***		1 CHECKS		2,710.38
001815		HAWKEYE TRUCK EQUIPMENT							
	I-162626	UNIT #309 LIGHT BAR	R	6/03/2024	209.00		247750		209.00
					*** VENDOR TOTALS ***		1 CHECKS		209.00
011769		HMG LAND MANAGEMENT LLC							
	I-1011	2023 NATIVE VEGETATION	E	6/05/2024	5,000.00		009662		5,000.00
					*** VENDOR TOTALS ***		1 CHECKS		5,000.00
011813		SC SUTTON KITCHEN EXHAUST CLEA							
	I-2327	HOOD CLEANING/INSPECTN-ACC	E	6/05/2024	585.00		009664		585.00
					*** VENDOR TOTALS ***		1 CHECKS		585.00
004386		HOUSBY HEAVY EQUIPMENT LLC							
	I-199406	UNIT #121 BODY WORK	E	6/05/2024	230.00		009629		230.00
					*** VENDOR TOTALS ***		1 CHECKS		230.00

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000253		HY-VEE INC							
	I-05/20/2024	LAWN AND GARDEN SUPPS-OCM	R	6/03/2024	304.98		247751		
	I-360091	BREAKROOM SUPPLIES - PW	R	6/03/2024	124.81		247751		
	I-4/10/24	BIOMETRIC SCREENING	R	6/03/2024	45.00		247751		
	I-5/10/2024	PHYSICIAN FORMS	R	6/03/2024	150.00		247751		624.79
					*** VENDOR TOTALS ***		1 CHECKS		624.79
006850		CAPSTAR RADIO OPERATING COMPAN							
	I-8821337291	ADVERTISING-OC	R	6/03/2024	3,000.00		247752		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
008906		IMAGE TREND INC							
	I-PS-INV107766	ANNUAL SOFTWARE AGREEMENT	E	6/05/2024	9,690.00		009646		
	I-PS-INV107819	APRIL 2024 BILLING BRIDGE	E	6/05/2024	967.70		009646		
	I-PS-INV108031	MYEMSCARE MONTHLY FEE	E	6/05/2024	87.50		009646		10,745.20
					*** VENDOR TOTALS ***		1 CHECKS		10,745.20
005281		INGERSOLL-RAND COMPANY							
	I-31136965	SHOP REPAIRS - CG	R	6/03/2024	627.92		247753		627.92
					*** VENDOR TOTALS ***		1 CHECKS		627.92
008023		IOWA AUDIO VIDEO INC							
	I-C755388	OUTDOOR EQUIP REPAIRS-P&R	R	6/03/2024	165.00		247754		165.00
					*** VENDOR TOTALS ***		1 CHECKS		165.00
002156		IOWA BEVERAGE SYSTEMS INC							
	I-W-5095958	ALCOHOL FOR RESALE - HAWKEYE	R	6/03/2024	211.20		247755		
	I-W-5098551	ALCOHOL FOR RESALE-OC	R	6/03/2024	839.80		247755		
	I-W-5105748	ALCOHOL FOR RESALE-OC	R	6/03/2024	1,033.05		247755		2,084.05
					*** VENDOR TOTALS ***		1 CHECKS		2,084.05
000752		IOWA DEPARTMENT OF NATURAL RES							
	I-FY24 PCC-NW ASH DR	PERMIT FEE-NW ASH DR	R	6/03/2024	175.00		247756		175.00
000752		IOWA DEPARTMENT OF NATURAL RES							
	I-FY24 PCC-NW WSTWD	PERMIT FEE-NW WESTWOOD ST	R	6/03/2024	175.00		247757		175.00
					*** VENDOR TOTALS ***		2 CHECKS		350.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0021452	TRASH BAGS - PW	R	6/03/2024	88.14		247758		88.14
					*** VENDOR TOTALS ***		1 CHECKS		88.14
009002		IOWA PUMP WORKS, INC							
	I-INV024192	FLOWRIDER REPAIR-CFAC	E	6/05/2024	12,409.17		009648		12,409.17
					*** VENDOR TOTALS ***		1 CHECKS		12,409.17

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009937		SAFIAH ELAHI							
	I-001-P55-5/2024	TRAFFIC COUNTS-W 1ST ST	R	6/03/2024	2,350.00		247759		
	I-001-P57-5/2024	TRAFFIC COUNTS	R	6/03/2024	2,350.00		247759		4,700.00
					*** VENDOR TOTALS ***		1 CHECKS		4,700.00
008611		J & K CONTRACTING LLC							
	I-PAY2FNL-WSTWNDS	PAY2FINAL-WSTWNDS PLT 9 ST SWR	R	6/03/2024	4,849.75		247760		4,849.75
008611		J & K CONTRACTING LLC							
	I-RTNG-WSTWNDS	RTNG-WSTWNDS PLAT 9 STRM SWR	R	6/03/2024	6,519.41		247761		6,519.41
					*** VENDOR TOTALS ***		2 CHECKS		11,369.16
012085		JIM JENSEN							
	I-4/29/24 REISSUE	REISSUE: MAILBOX REPLACE EXP	R	5/23/2024	150.00		247671		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
011579		BRANDT JOHNSON							
	I-5/17/2024	5/1-5/17/24 MILEAGE/PARKING	E	6/05/2024	33.16		009681		33.16
					*** VENDOR TOTALS ***		1 CHECKS		33.16
000693		KBC, INC							
	I-3471835A	REFRIGERANT-PD	E	6/05/2024	1,996.45		009610		1,996.45
					*** VENDOR TOTALS ***		1 CHECKS		1,996.45
008438		DAVID A JONES							
	I-05/08/24-05/10/24	5/8-5/10/24 TRAVEL	E	6/05/2024	11.00		009675		11.00
					*** VENDOR TOTALS ***		1 CHECKS		11.00
004783		KELTEK INCORPORATED							
	I-10605	UNIT #69	E	6/05/2024	18,114.17		009632		18,114.17
					*** VENDOR TOTALS ***		1 CHECKS		18,114.17
012000		KEY COOPERATIVE							
	I-8220667	5/07/24 RFM DYED	E	6/05/2024	802.99		009668		
	I-8220668	5/07/24 SUP UNL	E	6/05/2024	499.97		009668		
	I-8220669	5/07/24 RFM DYED	E	6/05/2024	254.51		009668		
	I-8230881	5/16/24 SUP UNL/#2 DSL	E	6/05/2024	21,741.58		009668		23,299.05
					*** VENDOR TOTALS ***		1 CHECKS		23,299.05
000581		MIDWEST MOTOR SUPPLY CO INC							
	I-102083272	SHOP SUPPLIES - CG	E	6/05/2024	85.11		009607		85.11
					*** VENDOR TOTALS ***		1 CHECKS		85.11

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003241		VINCE KNOOT							
	I-5/24/24	BOOT REIMBURSEMENT	E	6/05/2024	151.94		009671		151.94
					*** VENDOR TOTALS ***		1 CHECKS		151.94
011406		LATITUDE 41 LAWN AND LANDSCAPE							
	I-1489	NUISANCE MOWING SVCS	E	6/05/2024	90.00		009680		
	I-1490	NUISANCE MOWING SVCS	E	6/05/2024	90.00		009680		
	I-1612	NUISANCE MOWING SVCS	E	6/05/2024	90.00		009680		
	I-1613	NUISANCE MOWING SVCS	E	6/05/2024	90.00		009680		360.00
					*** VENDOR TOTALS ***		1 CHECKS		360.00
009618		LIBRARY IDEAS, LLC							
	I-113048	MISC BOOKS - KL	R	6/03/2024	263.76		247762		263.76
					*** VENDOR TOTALS ***		1 CHECKS		263.76
003193		COLTON LIPPERT							
	I-05/17/2024 BOOTS	05/2024 BOOTS/SHOES	E	6/05/2024	131.74		009670		131.74
					*** VENDOR TOTALS ***		1 CHECKS		131.74
000281		LISTER INDUSTRIES							
	I-0057404-IN	CURB STOPS FOR LAKESIDE	R	6/03/2024	390.00		247763		390.00
					*** VENDOR TOTALS ***		1 CHECKS		390.00
008715		ANGELA LITTLE							
	I-05/2024 FITNESS	05/2024 FITNESS	R	6/03/2024	216.00		247764		216.00
					*** VENDOR TOTALS ***		1 CHECKS		216.00
004810		LOGAN CONTRACTORS SUPPLY							
	I-D85139	STREET SUPPLIES - PW	E	6/05/2024	736.80		009633		
	I-D89746	STREET SUPPLIES - PW	E	6/05/2024	235.30		009633		972.10
					*** VENDOR TOTALS ***		1 CHECKS		972.10
008362		DEREK LORD							
	I-05/14/24-05/15/24	5/14-5/15/24 TRAVEL	E	6/05/2024	259.18		009674		259.18
					*** VENDOR TOTALS ***		1 CHECKS		259.18
012108		SIERRA LUCHT							
	I-5/15/2024	STORMWATER BMP REIMBURSEMENT	R	6/03/2024	63.71		247765		63.71
					*** VENDOR TOTALS ***		1 CHECKS		63.71
000470		LUMEN							
	I-688554777	5/12/2024 STATEMENT	E	6/05/2024	690.21		009604		690.21
					*** VENDOR TOTALS ***		1 CHECKS		690.21

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012033		CRAIG MACKAMAN							
	I-06/06/2024 BEATS	06/06/2024 BEATS AND EATS	R	6/03/2024	500.00		247766		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
009473		MACQUEEN EQUIPMENT, LLC							
	I-INV-034387	SCBA REPAIR - FD	E	6/05/2024	52.00		009653		52.00
					*** VENDOR TOTALS ***		1 CHECKS		52.00
002207		MANATTS INC							
	I-5130939	CONCRETE-FD	E	6/05/2024	1,309.00		009621		
	I-5131457	5/07/24 C4WR C20 CL3	E	6/05/2024	1,268.00		009621		
	I-5131697	CONCRETE-FD	E	6/05/2024	1,283.50		009621		
	I-5132124	5/13/24 C-4WR-C20	E	6/05/2024	1,585.50		009621		
	I-5132127	5/13/24 C4WR C20 CL3	E	6/05/2024	906.00		009621		
	I-5132385	LAKESIDE CENTER CONCRETE	E	6/05/2024	1,585.50		009621		7,937.50
					*** VENDOR TOTALS ***		1 CHECKS		7,937.50
008131		MARTIN BROTHERS DISTRIBUTING C							
	I-1532067	FOOD FOR RESALE-PRAC	E	6/05/2024	1,714.00		009643		
	I-1532068	FOOD FOR RESALE-CFAC	E	6/05/2024	4,709.96		009643		
	I-1536302	FOOD FOR RESALE-CFAC	E	6/05/2024	2,051.81		009643		
	I-1536303	FOOD FOR RESALE- PRAC	E	6/05/2024	876.42		009643		9,352.19
					*** VENDOR TOTALS ***		1 CHECKS		9,352.19
001799		MARTIN MARIETTA MATERIALS, INC							
	I-42272073	ASPEN RIDGE INTAKE IMPROVEMENT	R	6/03/2024	71.14		247767		71.14
					*** VENDOR TOTALS ***		1 CHECKS		71.14
012120		GENE MCGRATH							
	I-5/29/24	STORMWATER BMP REIMBURSEMENT	R	6/03/2024	49.00		247768		49.00
					*** VENDOR TOTALS ***		1 CHECKS		49.00
012109		ANDREA MCNAMARA							
	I-5/14/24	STORMWATER BMP REIMBURSEMENT	R	6/03/2024	33.50		247769		33.50
					*** VENDOR TOTALS ***		1 CHECKS		33.50
002492		MELLEN & ASSOCIATES INC							
	I-035531	WATER SUPPLIES - MU	R	6/03/2024	169.00		247770		169.00
					*** VENDOR TOTALS ***		1 CHECKS		169.00
004747		MENARDS							
	I-1476	TABLE - SW	R	6/03/2024	49.99		247771		
	I-2009 04/29/24	PHILLIPS/DRILL - KL	R	6/03/2024	12.93		247771		
	I-2044	BREAKROOM SUPPLIES - PRSC	R	6/03/2024	186.53		247771		
	I-2045	PVC/ADAP/TEFLON - CFAC PIPE	R	6/03/2024	28.03		247771		
	I-2057	FOLDING CHAIR - OEC	R	6/03/2024	41.94		247771		
	I-2101	BALL VALVE FIP - AC	R	6/03/2024	31.96		247771		
	I-2128	RAIN SUIT - EVANS	R	6/03/2024	34.99		247771		

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	I-2130	TRAFFIC SUPPLIES - PW	R	6/03/2024	180.08		247771		
	I-2335	WATER EQUIP/SUPPLIES - MU	R	6/03/2024	278.81		247771		
	I-2373	SHOVEL/BITS/NAILS - PW	R	6/03/2024	181.26		247771		
	I-2381	GAL/VENOM/MEAT THERM-PKS	R	6/03/2024	59.96		247771		
	I-2399	TAPE / LATHE ELEVATOR SUPPS-PD	R	6/03/2024	35.95		247771		
	I-2416	TOP SOIL/MULCH -BAND SHELL	R	6/03/2024	115.80		247771		
	I-2432	BRUSH/DEEP BOX/LEAKTITE-KL	R	6/03/2024	31.60		247771		
	I-2443	CONCRETE MORTAR - MU	R	6/03/2024	16.79		247771		
	I-2451	BRUSH/MICROWAVE - FD	R	6/03/2024	124.47		247771		
	I-2464	RANGE SUPPLIES - PD	R	6/03/2024	176.88		247771		
	I-2468	MOUNT/PEG/LINER/WIPES - MU	R	6/03/2024	82.04		247771		
	I-2469	BLADES/CUTTING WHEEL - PW	R	6/03/2024	52.90		247771		
	I-2475	WATER SUPPLIES/EQUIPMENT-MU	R	6/03/2024	103.37		247771		
	I-2477	BOLT/CONST/SCREW/BOARD-OCM	R	6/03/2024	124.24		247771		
	I-2495	SOIL/SHOWERHEAD/SEED - FD	R	6/03/2024	81.89		247771		
	I-2588	CAUTION TAPE - PW	R	6/03/2024	9.99		247771		
	I-2597	BEACH BALL/NOODLES-ACC	R	6/03/2024	46.65		247771		
	I-2620	STRIPS VELCRO - PD	R	6/03/2024	9.84		247771		
	I-2712	RESPIRATOR/WHEEL -PKS	R	6/03/2024	47.96		247771		
	I-2717	ROPE/BLADES - MU	R	6/03/2024	37.98		247771		
	I-2738	PAINT TRAY/SEALER/WIRE- PD	R	6/03/2024	208.51		247771		
	I-2743	PLIERS/CABLE TIES - SW	R	6/03/2024	15.85		247771		
	I-2770	CONCRETE MORTAR - MU	R	6/03/2024	33.58		247771		2,442.77
					*** VENDOR TOTALS ***		1 CHECKS		2,442.77
001931		METRO WASTE AUTHORITY							
	I-32186240	DEBRIS DUMP - LAKESIDE	E	6/05/2024	506.92		009618		
	I-32186243	DEBRIS DUMP-LAKESIDE	E	6/05/2024	353.02		009618		
	I-32186364	DEBRIS DUMP-LAKESIDE	E	6/05/2024	505.78		009618		
	I-32186367	DEBRIS DUMP-LAKESIDE	E	6/05/2024	342.00		009618		
	I-32186428	DEBRIS DUMP-LAKESIDE	E	6/05/2024	563.92		009618		
	I-32186435	DEBRIS DUMP-LAKESIDE	E	6/05/2024	386.08		009618		
	I-32186569	DEBRIS DUMP - LAKESIDE CENTER	E	6/05/2024	533.14		009618		3,190.86
					*** VENDOR TOTALS ***		1 CHECKS		3,190.86
000271		MIDAMERICAN ENERGY COMPANY							
	I-552799247	5/06/24 STATEMENT	E	6/05/2024	10.00		009600		
	I-FY24#12 1695158009	5/13/2024 STATEMENT	E	6/05/2024	95,917.12		009600		95,927.12
					*** VENDOR TOTALS ***		1 CHECKS		95,927.12
001019		KORY J MILLER							
	I-05/07/2024MEAL	05/07/2024 MEAL	R	6/03/2024	13.89		247772		13.89
					*** VENDOR TOTALS ***		1 CHECKS		13.89

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003890		MICHAEL A MILLER							
	I-05/12/2024 BOOTS	05/12/24 BOOTS	E	6/05/2024	139.62		009672		139.62
					*** VENDOR TOTALS ***		1 CHECKS		139.62
1		ALARCON, ARMANDO JR							
	I-000202405231029	US REFUND	R	6/03/2024	90.41		247672		90.41
1		BROWN, COLE L							
	I-000202405231035	US REFUND	R	6/03/2024	91.77		247673		91.77
1		CARSTARPHEN, KALEB							
	I-000202405231023	US REFUND	R	6/03/2024	14.92		247674		14.92
1		CHAPMAN, MARIAH & SH							
	I-000202405231027	US REFUND	R	6/03/2024	38.20		247675		38.20
1		COFFEY, ABIGAIL							
	I-000202405231015	US REFUND	R	6/03/2024	97.95		247676		97.95
1		CUEVA, STEPHANIE							
	I-000202405231025	US REFUND	R	6/03/2024	96.21		247677		96.21
1		DAVIS, DAREN R							
	I-000202405231022	US REFUND	R	6/03/2024	41.61		247678		41.61
1		DAVIS, TERESA							
	I-000202405231014	US REFUND	R	6/03/2024	56.57		247679		56.57
1		ERICKSON, RILEY							
	I-000202405231036	US REFUND	R	6/03/2024	87.67		247680		87.67
1		ESPINOSA, SUSAN							
	I-000202405231018	US REFUND	R	6/03/2024	98.05		247681		98.05
1		FOWLER, DAVON							
	I-000202405231037	US REFUND	R	6/03/2024	51.90		247682		51.90
1		GARDNER, TYLER							
	I-000202405231041	US REFUND	R	6/03/2024	83.81		247683		83.81
1		GRIMES, TRAVIS							
	I-000202405231017	US REFUND	R	6/03/2024	91.27		247684		91.27

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1		HASTINGS, KELLY							
	I-000202405231038	US REFUND	R	6/03/2024	41.71		247685		41.71
1		HEIDEN, CASSANDRA							
	I-000202405231032	US REFUND	R	6/03/2024	96.27		247686		96.27
1		LATOUR, WILLIAM A							
	I-000202405231026	US REFUND	R	6/03/2024	99.79		247687		99.79
1		LEDESMA, NICHOLAS							
	I-000202405231016	US REFUND	R	6/03/2024	99.75		247688		99.75
1		LOERS, DEB							
	I-000202405231040	US REFUND	R	6/03/2024	99.04		247689		99.04
1		MALLOY, JAMES B							
	I-000202405231024	US REFUND	R	6/03/2024	87.67		247690		87.67
1		OLSON, JEFFREY							
	I-000202405231033	US REFUND	R	6/03/2024	97.26		247691		97.26
1		PALMA, VICTORIA B							
	I-000202405231021	US REFUND	R	6/03/2024	15.64		247692		15.64
1		PASANCHIN, DORIS							
	I-000202405231031	US REFUND	R	6/03/2024	64.67		247693		64.67
1		POTTLE, FOSTER							
	I-000202405231043	US REFUND	R	6/03/2024	97.96		247694		97.96
1		RICKEN, KODY A							
	I-000202405231020	US REFUND	R	6/03/2024	100.00		247695		100.00
1		ROUTSON, KAYLA							
	I-000202405231019	US REFUND	R	6/03/2024	98.77		247696		98.77
1		SAAH, MARET							
	I-000202405231042	US REFUND	R	6/03/2024	42.57		247697		42.57
1		SARTORIUS, BRADY							
	I-000202405231030	US REFUND	R	6/03/2024	78.07		247698		78.07
1		TAYLOR, ALEXIS R							
	I-000202405231034	US REFUND	R	6/03/2024	9.77		247699		9.77

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1		VANCE, GUNNAR C							
	I-000202405231039	US REFUND	R	6/03/2024	94.53		247700		94.53
1		WALKER, DIANA J							
	I-000202405231028	US REFUND	R	6/03/2024	93.14		247701		93.14
					*** VENDOR TOTALS ***		30 CHECKS		2,256.95
010051		MOBOTREX INC							
	I-273928	POLARA PB SYSTEMS	E	6/05/2024	34,705.00		009657		34,705.00
					*** VENDOR TOTALS ***		1 CHECKS		34,705.00
012072		MOLINA HEALTHCARE OF IOWA							
	I-AFD35276	REFUND - FD	R	6/03/2024	127.98		247773		
	I-AFD35298	REFUND - FD	R	6/03/2024	89.88		247773		
	I-AFD35624	REFUND - FD	R	6/03/2024	136.07		247773		353.93
					*** VENDOR TOTALS ***		1 CHECKS		353.93
007700		CARLA MOORE							
	I-5/23/2024	SAFETY BOOTS REIMBURSEMENT	E	6/05/2024	140.00		009673		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
006447		MSA PROFESSIONAL SERVICES INC							
	I-004803 #3	PAY 3-SW WALNUT/ORD WTR MN	R	6/03/2024	27,553.75		247774		27,553.75
					*** VENDOR TOTALS ***		1 CHECKS		27,553.75
006756		MTI DISTRIBUTING INC							
	I-1428065-00	BLET - OCM	R	6/03/2024	27.75		247775		27.75
					*** VENDOR TOTALS ***		1 CHECKS		27.75
004149		NBC CONSTRUCTION DOCUMENTATION							
	I-2 FS4	CONSTRUCTION DOCUMENTATIO	E	6/05/2024	492.00		009628		492.00
					*** VENDOR TOTALS ***		1 CHECKS		492.00
006750		MUNICIPAL PIPE TOOL							
	I-34420 A	#742 SERVICE	R	6/03/2024	2,300.00		247776		
	I-34420 B	#742 SERVICE	R	6/03/2024	1,141.15		247776		
	I-34440	UNIT #740 PARTS	R	6/03/2024	535.64		247776		3,976.79
					*** VENDOR TOTALS ***		1 CHECKS		3,976.79
000350		MUNICIPAL SUPPLY INC							
	I-0903723-IN	SYSTEM MAINTENANCE	R	6/03/2024	1,817.70		247777		
	I-0905270-IN	SYSTEM MAINTENANCE	R	6/03/2024	246.67		247777		
	I-0906379-IN	SYSTEM MAINTENANCE	R	6/03/2024	1,231.18		247777		
	I-0907722-IN	WATER SUPPLIES - MU	R	6/03/2024	124.00		247777		3,419.55
					*** VENDOR TOTALS ***		1 CHECKS		3,419.55

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000510		MUSCO SPORTS LIGHTING INC							
	I-424501	RALLY COMPLEX LIGHTING	R	6/03/2024	165,239.00		247778		165,239.00
					*** VENDOR TOTALS ***		1 CHECKS		165,239.00
006325		N B GOLF LLC							
	I-72273	UNIT #691 PARTS	R	6/03/2024	1.82		247779		1.82
					*** VENDOR TOTALS ***		1 CHECKS		1.82
003057		NAPA AUTO PARTS							
	I-2986-738522	OIL FILTER - CG	R	6/03/2024	14.20		247780		
	I-2986-738539	OIL FILTER - CG	R	6/03/2024	26.80		247780		
	I-2986-738579	FLUID FILTER - CG	R	6/03/2024	16.00		247780		
	I-2986-738592	AIR FILTER - CG	R	6/03/2024	12.11		247780		
	I-2986-738606	SHOP SUPPLIES - CG	R	6/03/2024	16.00		247780		
	I-2986-738722	PAINT MARKER - CG	R	6/03/2024	10.17		247780		
	I-2986-738723	FILTER/OIL - CG	R	6/03/2024	49.94		247780		
	I-2986-738881	OIL/FLUID FILTER - OCM	R	6/03/2024	17.97		247780		
	I-2986-738949	SHOP SUPPLIES - CG	R	6/03/2024	174.91		247780		
	I-2986-739021	SHOP SUPPLIES - CG	R	6/03/2024	46.45		247780		
	I-2986-739061	AIR FILTER - CG	R	6/03/2024	23.16		247780		407.71
					*** VENDOR TOTALS ***		1 CHECKS		407.71
011751		CHARLES L HARRIS							
	I-06/13/2024BEATS	6/13/24 BEATS AND EATS	R	6/03/2024	1,500.00		247781		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
003727		ODP BUSINESS SOLUTIONS, LLC							
	I-363575941001	INK - PSB	R	6/03/2024	40.99		247782		
	I-366661976001	TAPE/PAPER - CH	R	6/03/2024	70.33		247782		
	I-36672190001	OFFICE SUPPLIES - PSB	R	6/03/2024	335.86		247782		
	I-367085584001	BADGE/BINDER/PENS - PD	R	6/03/2024	125.77		247782		
	I-367104588001	CLEANER/WIPES/TAPE - PSB	R	6/03/2024	52.52		247782		
	I-367695124001	BATTERIES - PSB	R	6/03/2024	54.51		247782		
	I-367761160001	CLIPBOARD - PSB	R	6/03/2024	10.93		247782		
	I-367771955001	WASTEBASKET/STPLR/SCISSORS-PSB	R	6/03/2024	50.45		247782		
	I-368011958001	THERMAL PAPER - PSB	R	6/03/2024	51.98		247782		793.34
					*** VENDOR TOTALS ***		1 CHECKS		793.34
003105		P & M APPAREL							
	I-56803	UNIFORMS - FD	E	6/05/2024	969.66		009624		969.66
					*** VENDOR TOTALS ***		1 CHECKS		969.66
002191		PC PRINT CENTER							
	I-051724-LDF	BANNERS - FD	R	6/03/2024	180.00		247783		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00

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009158		PERFORMANCE FOODSERVICE - THOM							
	I-7575975	FOOD FOR RESALE - OC	R	6/03/2024	598.24		247784		
	I-7581922	FOOD FOR RESALE-OC	R	6/03/2024	1,451.16		247784		
	I-7584393	FOOD FOR RESALE - OC	R	6/03/2024	1,225.23		247784		
	I-7587711	FOOD FOR RESALE-OC	R	6/03/2024	681.08		247784		
	I-7590163	FOOD FOR RESALE- OC	R	6/03/2024	528.89		247784		4,484.60
					*** VENDOR TOTALS ***		1 CHECKS		4,484.60
004223		PGA OF AMERICA							
	I-03612199 FY24	FY24 MEMBER DUES -INGHAM	R	6/03/2024	565.75		247785		565.75
					*** VENDOR TOTALS ***		1 CHECKS		565.75
000384		PITNEY BOWES INC							
	I-3319118148	4/01/24-6/30/24 RENTAL - CH	E	6/05/2024	409.02		009601		409.02
					*** VENDOR TOTALS ***		1 CHECKS		409.02
009011		THE PITNEY BOWES RESERVE ACCOU							
	I-05/2024 POSTAGE-CH	RES ACCT 20829776 - CH	E	6/05/2024	1,400.00		009649		
	I-05/2024 POSTAGE-PD	RES ACCT 20829776 - PD	E	6/05/2024	3,267.56		009649		4,667.56
					*** VENDOR TOTALS ***		1 CHECKS		4,667.56
003387		PJ IOWA LC PAPA JOHN'S PIZZA							
	I-167000	5/11/24 PIZZA HAWKEYE	R	6/03/2024	15.00		247786		
	I-167001	5/11/24 PIZZA HAWKEYE	R	6/03/2024	7.50		247786		
	I-167002	5/15/24 PIZZA HAWKEYE	R	6/03/2024	22.50		247786		
	I-167003	5/18/24 PIZZA HAWKEYE	R	6/03/2024	30.00		247786		
	I-167004	5/20/24 PIZZA HAWKEYE	R	6/03/2024	7.50		247786		
	I-167005	05/22/24 PIZZA HAWKEYE	R	6/03/2024	15.00		247786		
	I-167006	5/23/24 PIZZA HAWKEYE	R	6/03/2024	22.50		247786		
	I-167069	5/28/24 PIZZA HAWKEYE	R	6/03/2024	7.50		247786		127.50
					*** VENDOR TOTALS ***		1 CHECKS		127.50
011708		PLAYAWAY PRODUCTS LLC							
	I-462114	MULTIMEDIA - KL	E	6/05/2024	67.49		009661		67.49
					*** VENDOR TOTALS ***		1 CHECKS		67.49
009386		POMP'S TIRE SERVICE, INC							
	I-1400141881	UNIT #84 TIRES	E	6/05/2024	354.78		009652		354.78
					*** VENDOR TOTALS ***		1 CHECKS		354.78
006051		PROMOS 911 INC							
	I-11436	PENCILS - FD	R	6/03/2024	432.56		247787		432.56
					*** VENDOR TOTALS ***		1 CHECKS		432.56

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012094		PROPPER INTERNATIONAL SALES							
	I-004534032	RIFLE CASE - PD	R	6/03/2024	415.23		247788		415.23
					*** VENDOR TOTALS ***		1 CHECKS		415.23
002713		PROTEX CENTRAL INC							
	I-152361	FE INSPECTION - PSB	R	6/03/2024	42.00		247789		42.00
					*** VENDOR TOTALS ***		1 CHECKS		42.00
005151		JULS DESIGN INC							
	I-12278	DESIGN SVCS - COMMUNICATIONS	E	6/05/2024	190.03		009636		190.03
					*** VENDOR TOTALS ***		1 CHECKS		190.03
006390		QUILL CORPORATION							
	I-38461555	FOLDERS/POUCHES/BATTS-P&R	R	6/03/2024	128.31		247790		128.31
					*** VENDOR TOTALS ***		1 CHECKS		128.31
003538		GET SOME GUNS, LLC							
	I-1970	RANGE SUPPLIES - PD	R	6/03/2024	280.53		247791		280.53
					*** VENDOR TOTALS ***		1 CHECKS		280.53
008509		REDBUD LLC							
	I-1995	5/10-5/17/24 FACILITIES MOW	R	6/03/2024	6,688.55		247792		6,688.55
008509		REDBUD LLC							
	I-2010	5/19-5/24 FACILITY MOWING	R	6/03/2024	6,688.55		247793		6,688.55
					*** VENDOR TOTALS ***		2 CHECKS		13,377.10
001985		RIDD X PEST CONTROL							
	I-65076	PEST SERVICES	E	6/05/2024	1,753.00		009619		1,753.00
					*** VENDOR TOTALS ***		1 CHECKS		1,753.00
003999		RINGCENTRAL INC							
	I-CD_000826020	04/26/24-05/25/24 STATEMENT	E	6/05/2024	6,175.28		009627		6,175.28
					*** VENDOR TOTALS ***		1 CHECKS		6,175.28
002099		GELCO SUPPLY INC							
	I-81983	ROOT CONTROL	R	6/03/2024	2,840.00		247794		2,840.00
					*** VENDOR TOTALS ***		1 CHECKS		2,840.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-A75747	FOOD FOR RESALE - OC	E	6/05/2024	92.59		009639		
	I-A78126	FOOD FOR RESALE - OC	E	6/05/2024	60.18		009639		
	I-A79149	FOOD FOR RESALE -OC	E	6/05/2024	80.68		009639		
	I-A80006	FOOD FOR RESALE - OC	E	6/05/2024	81.02		009639		314.47
					*** VENDOR TOTALS ***		1 CHECKS		314.47

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012116		MARK RYAN							
	I-05/24/24	STORMWATER BMP REIMBURSEMENT	R	6/03/2024	1,580.00		247795		1,580.00
					*** VENDOR TOTALS ***		1 CHECKS		1,580.00
011752		SALLY SHAVER DUBOIS							
	I-06/13/2024 BEATS	6/13/24 BEATS AND EATS	R	6/03/2024	313.00		247796		313.00
					*** VENDOR TOTALS ***		1 CHECKS		313.00
012122		SCHULING HITCH CO OF AMES							
	I-10072342	UNIT #743 TOOLBOX	R	6/03/2024	520.00		247797		520.00
					*** VENDOR TOTALS ***		1 CHECKS		520.00
012110		ROD SHARAR							
	I-5/22/24	STORMWATER BMP REIMBURSEMENT	R	6/03/2024	75.00		247798		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
004842		THE SHERWIN-WILLIAMS CO							
	I-0365-9	PAINT -PD	R	6/03/2024	27.49		247799		
	I-0536-5	PAINT - OCM	R	6/03/2024	62.83		247799		
	I-0604-1	PAINT - OCM	R	6/03/2024	106.46		247799		196.78
					*** VENDOR TOTALS ***		1 CHECKS		196.78
009560		KJ SIGNS LLC							
	I-INV-11707	BANNER ML - P&R	R	6/03/2024	65.50		247800		65.50
					*** VENDOR TOTALS ***		1 CHECKS		65.50
000981		SIOUX SALES COMPANY							
	I-194931	RANGE SUPPLIES - PD	R	6/03/2024	292.85		247801		292.85
					*** VENDOR TOTALS ***		1 CHECKS		292.85
003348		SMITH'S SEWER SERVICE INC							
	I-453722	JET CLEAN - SW	R	6/03/2024	350.00		247802		
	I-453723	SEWER CLEARING - SW	R	6/03/2024	743.75		247802		
	I-455107	TELEVISE STORM SEWER	R	6/03/2024	19,136.04		247802		
	I-455172	TELEVISING - ENG	R	6/03/2024	675.00		247802		20,904.79
					*** VENDOR TOTALS ***		1 CHECKS		20,904.79
000990		SNYDER & ASSOCIATES INC							
	I-119.0975.01B #20	PAY 20-NW NTHLWN UTLTY IMP PH2	E	6/05/2024	4,251.69		009612		
	I-119.0975.01C #8	PAY 8-NW NTHLWN UTLTY IMP PH3	E	6/05/2024	6,154.45		009612		
	I-119.0975.01D	PAY 2-NW NTHLOWN UTLTY IMP P4	E	6/05/2024	16,962.03		009612		
	I-120.0315.01 #34	PAY 34-N ANK BVD LNDSCPE IMP	E	6/05/2024	34,002.00		009612		
	I-120.1113.01 #39	PAY 39 HTT TRNSMSN MN/DRNG	E	6/05/2024	10,526.32		009612		
	I-121.0695.01 #34	PAY 34 NE DEL AVE RECON-5TH/18	E	6/05/2024	20,911.89		009612		
	I-121.0695.01A - 1	NE DELWARE AVE RECON	E	6/05/2024	9,545.50		009612		
	I-123.0251.01 #12	PAY 12-DEL/54TH TRFC SGNL	E	6/05/2024	10,077.54		009612		
	I-123.0584.01 #8	PAY 8-N ANK BVD IMP 1ST-11TH	E	6/05/2024	68,017.09		009612		
	I-123.0680.01 #12	PAY 12-S ANK BLVD IMP-PET/1ST	E	6/05/2024	100,942.19		009612		

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-124.0171.01 #4	PAY 4-WATERCREST PARK	E	6/05/2024	11,025.50		009612		
	I-124.0622.01 #1	PAY 1-SAWGRASS PARK DAM IMP	E	6/05/2024	11,762.25		009612		304,178.45
					*** VENDOR TOTALS ***		1 CHECKS		304,178.45
008956		SOLARWINDS INC							
	I-IN637315	SOLARWINDS MFT	E	6/05/2024	1,121.00		009647		1,121.00
					*** VENDOR TOTALS ***		1 CHECKS		1,121.00
004119		WILLIAM J FRENCH							
	I-19848	ADVANCED MOA	R	6/03/2024	1,526.95		247803		1,526.95
					*** VENDOR TOTALS ***		1 CHECKS		1,526.95
002339		STAPLES CONTRACT & COMMERCIAL							
	C-6002202642	CR: STAPLER - FINANCE	R	6/03/2024	86.89CR		247804		
	I-6001256223	STAPLER - FINANCE	R	6/03/2024	86.89		247804		
	I-6002067320	HOLE PUNCH/PAPER - FD	R	6/03/2024	39.05		247804		
	I-6002202640	HOLE PUNCH/PAPER - FD	R	6/03/2024	41.70		247804		
	I-6002251057	HOLE PUNCH/PAPER - FD	R	6/03/2024	45.79		247804		
	I-7000582064	BATS/PAPER/THERMAL/IBUPRFN-KL	R	6/03/2024	147.69		247804		274.23
					*** VENDOR TOTALS ***		1 CHECKS		274.23
000474		STATE HYGIENIC LABORATORY AR							
	I-277318	4/30/2024 TESTING - MU	E	6/05/2024	16.50		009605		16.50
					*** VENDOR TOTALS ***		1 CHECKS		16.50
004250		GL DODGE CITY LLC							
	I-176673	NEW DODGE DURANGO - PD	R	6/03/2024	44,497.00		247805		44,497.00
					*** VENDOR TOTALS ***		1 CHECKS		44,497.00
003339		STREICHER'S							
	I-I1699000	SAFETY EQUIPMENT - PD	R	6/03/2024	120.00		247806		120.00
					*** VENDOR TOTALS ***		1 CHECKS		120.00
007400		STRYKER SALES CORPORATION							
	I-9206000553 A	POWER LOAD SYSTEM	R	6/03/2024	26,656.29		247807		
	I-9206000553 B	LOAD SYSTEM FOR FY 23 AMB	R	6/03/2024	624.52		247807		27,280.81
					*** VENDOR TOTALS ***		1 CHECKS		27,280.81
008803		LISA SWANEPOEL							
	I-5/16/24	CASH HANDLER TRAINING RMBRSMNT	E	6/05/2024	69.00		009676		69.00
					*** VENDOR TOTALS ***		1 CHECKS		69.00
005743		SWANNIES GOLF APPAREL CO							
	I-61145	MERCH FOR RESALE - OC	R	6/03/2024	666.13		247808		666.13
					*** VENDOR TOTALS ***		1 CHECKS		666.13

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DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011545		SSCW FIRE & SAFETY INC.							
	I-24391	GREASE INTERCEPTOR CLEAN	E	6/05/2024	1,050.00		009660		1,050.00
					*** VENDOR TOTALS ***		1 CHECKS		1,050.00
000124		SYSCO IOWA INC							
	C-339536789	CR: FOOD FOR RESALE-OC	R	6/03/2024	19.85CR		247809		
	I-339529903	FOOD FOR RESALE - OC	R	6/03/2024	29.67		247809		
	I-339530856	FOOD FOR RESALE - OC	R	6/03/2024	661.23		247809		
	I-339530974	FOOD FOR RESALE-OC	R	6/03/2024	28.95		247809		
	I-339534124	FOOD FOR RESALE-CFAC	R	6/03/2024	1,580.88		247809		
	I-339534240	FOOD FOR RESALE - OC	R	6/03/2024	109.86		247809		
	I-339540975	FOOD FOR RESALE - OC	R	6/03/2024	381.72		247809		
	I-339542212	FOOD FOR RESALE - OC	R	6/03/2024	149.80		247809		
	I-339543101	FOOD FOR RESALE-CFAC	R	6/03/2024	39.70		247809		2,961.96
					*** VENDOR TOTALS ***		1 CHECKS		2,961.96
009540		TELEFLEX LLC							
	I-9508414025	IO NEEDLES - FD	E	6/05/2024	3,300.00		009655		3,300.00
					*** VENDOR TOTALS ***		1 CHECKS		3,300.00
006031		KATIE THIELMAN							
	I-04/2024 MILEAGE	04/2024 MILEAGE	E	6/05/2024	88.44		009637		88.44
					*** VENDOR TOTALS ***		1 CHECKS		88.44
004159		TOYNE INC							
	I-IN0017693 A	DISC KIT	R	6/03/2024	1,533.12		247810		
	I-IN0017693 B	V123 REPAIRS	R	6/03/2024	754.05		247810		
	I-IN0017707	DRAIN VALVE - FD	R	6/03/2024	123.69		247810		
	I-IN0017712	DOOR STRAP - FD	R	6/03/2024	235.33		247810		2,646.19
					*** VENDOR TOTALS ***		1 CHECKS		2,646.19
000468		TRUCK EQUIPMENT INC							
	I-314957	220 SWEEPER PARTS	E	6/05/2024	1,756.81		009603		
	I-314985	UNIT #220 PARTS	E	6/05/2024	73.44		009603		1,830.25
					*** VENDOR TOTALS ***		1 CHECKS		1,830.25
011810		INTELLIGENT MARKING USA INC							
	I-47984	CUSTOMER CARE PLAN	E	6/05/2024	1,999.00		009663		
	I-71268	FIELD PAINT	E	6/05/2024	3,159.27		009663		5,158.27
					*** VENDOR TOTALS ***		1 CHECKS		5,158.27
003278		DAVIS EQUIPMENT CORPORATION							
	I-WI18746	IRRIGATION RADIO-OCM	E	6/05/2024	1,084.29		009625		1,084.29
					*** VENDOR TOTALS ***		1 CHECKS		1,084.29

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DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
012121		PATRICIA LAGER							
	I-05/30/2024-KL	05/30/24 BALLOON PROGRAM-KL	E	6/05/2024	700.00		009685		700.00
					*** VENDOR TOTALS ***		1 CHECKS		700.00
011651		CAYDEN TYSDAL							
	I-05/2024SHOES-RI	05/2024 SHOES REPROCESSED	E	6/05/2024	93.94		009683		93.94
					*** VENDOR TOTALS ***		1 CHECKS		93.94
000966		U S BANK							
	I-04/24 P-CARD STMT	U S BANK	D	5/29/2024	34,003.22		002508		34,003.22
					*** VENDOR TOTALS ***		1 CHECKS		34,003.22
009522		UNITED HEALTHCARE							
	I-AFD34883	REFUND - FD	R	6/03/2024	434.43		247811		434.43
					*** VENDOR TOTALS ***		1 CHECKS		434.43
000475		UTILITY EQUIPMENT COMPANY							
	I-20057436-000 A	MANHOLE CASTINGS	E	6/05/2024	3,200.00		009606		
	I-20057436-000 B	MANHOLE CASTINGS	E	6/05/2024	747.85		009606		3,947.85
					*** VENDOR TOTALS ***		1 CHECKS		3,947.85
010506		ASHLIE VAN HORN							
	I-04/26/24-06/14/24	4/26-6/14/24 ZUMBA - ACC	E	6/05/2024	220.00		009679		220.00
					*** VENDOR TOTALS ***		1 CHECKS		220.00
005012		VAN-WALL EQUIPMENT INC							
	I-6239243	STARTER MOTOR - PRSC	E	6/05/2024	249.07		009635		
	I-6243369	UNIT 632 REPAIRS - PRSC	E	6/05/2024	861.82		009635		1,110.89
					*** VENDOR TOTALS ***		1 CHECKS		1,110.89
004796		WALSH DOOR & HARDWARE COMPANY							
	I-812316	BORING LABS BAM RENEWAL	R	6/03/2024	2,470.00		247812		2,470.00
					*** VENDOR TOTALS ***		1 CHECKS		2,470.00
002569		WASTE CONNECTIONS INC							
	I-3659880T071	05/2024 WASTE SERVICES-AMP	R	6/03/2024	48.87		247813		
	I-3659897T071	5/1-5/31/24 SVCS - PSB	R	6/03/2024	247.16		247813		296.03
					*** VENDOR TOTALS ***		1 CHECKS		296.03

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 5/23/2024 THRU 6/05/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	143		1,046,126.90	0.00	1,046,126.90
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	1		34,003.22	0.00	34,003.22
EFT:	90		694,202.37	0.00	694,202.37
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	234	1,774,332.49	0.00	1,774,332.49
BANK: APFNB TOTALS:	234	1,774,332.49	0.00	1,774,332.49
REPORT TOTALS:	234	1,774,332.49	0.00	1,774,332.49

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing cost participation for 10-foot sidewalk; and accepting a Storm Water Management Facility Maintenance Covenants and Permanent Easement Agreement located on Lot 3, Campus Town Plat 1, and associated with the development of 1155 SW Prairie Trail Parkway, The Standard Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Cost participation request for 10-foot sidewalk along SW Prairie Trail Parkway, in an amount estimated to be $8,135.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Applicant Letter
Resolution
Easement

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

May 28, 2024

City of Ankeny
410 West First Street
Ankeny, Iowa 50023

RE: Lot 3, Campus Town Plat 1
Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of Nick Jensen and Caliber Iowa, we are pleased to submit the site plan for a proposed multi-family residential building on Lot 3, Campus Town Plat 1. The site is 4.93 acres and is located south of SW Prairie Trail Parkway and west of SW Campustown Court.

There is 1 proposed residential building. The building is 4 stories with 194 for rent apartment units which will be similar in style to the Standard at 36th Street apartment building. The units will be a combination of 1 bedroom and 2 bedroom units. The building overlooks a pool deck to the south.

The proposed parking lot will access SW Campustown Court with 2 entrances. One entrance will connect to the open leg of an existing round-a-bout at the SE corner of the lot. The second entrance will connect to the public street between the round-a-bout and SW Prairie Trail Parkway. The parking area will include 165 surface parking stalls and 101 covered parking stalls beneath the building. The site includes landscaping and screening to meet City and Prairie Trail standards.

The owner respectfully requests cost participation in the amount of $8,135.00 for 10' sidewalk along SW Prairie Trail Parkway.

We would request your review and approval once we've addressed any comments you may have. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,

Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

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

RESOLUTION

RESOLUTION AUTHORIZING COST PARTICIPATION FOR 10-FOOT SIDEWALK; AND ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANTS AND PERMANENT EASEEMNT AGREEMENT LOCATED ON LOT 3, CAMPUS TOWN PLAT 1, THE STANDARD

WHEREAS, The City Council approved the final plat for Campus Town Plat 1 on July 8, 2008; and

WHEREAS, the developer has submitted a cost participation request for 10-foot sidewalk along SW Prairie Trail Parkway in an amount estimated to be $8,135.00; and

WHEREAS, a storm water management facility maintenance covenant and permanent easement agreement located on Lot 3, Campus Town Plat 1, and associated with the development of 1155 SW Prairie Trail Parkway, The Standard, as shown on the attached easement plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That the cost participation for 10-foot sidewalk along SW Prairie Trail Parkway in an amount of $8,135.00 is hereby approved; and
2. That the stormwater management facility maintenance covenant and permanent easement agreement located on Lot 3, Campus Town Plat 1, and associated with the development of 1155 SW Prairie Trail Parkway, is hereby accepted.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO: City Clerk 410 W. 1st Street Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner, Nilles Associates, Inc 1933 SW Magazine Rd. Ankeny, Iowa 50023 Phone: 515 965-0123

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **DRA PROPERTIES, LC** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 3, CAMPUS TOWN PLAT 1

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

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

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

   See Exhibit B, attached hereto and a part hereof

   (hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in **Lot 3, CAMPUS TOWN PLAT 1** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

6. Grantor hereby covenants and agrees that the Owner of **Lot 3, CAMPUS TOWN PLAT 1** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.

7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.

8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1 / 1 assessed to each Benefited Property

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

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

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

Grass and Bioretention Swales:

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

i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
c. Remove all trash, litter, debris or obstructions in the Easement Area.
d. Inspect for erosion in the riparian buffer on an annual basis.
e. Inspect and determine the depth of the riparian buffer on an annual basis.
f. Remove any sediment accumulated greater than 25% of the original design depth.
g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

Hydrodynamic Separator:

a. Inspect structure annually to ensure proper functionality.
b. Remove all trash, litter, debris or obstructions from the structure.
c. Remove any sediment accumulated in the structure by hydro-vac or other manufacturer approved methods.
d. All repairs shall conform to the original design.

14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.

15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.

17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

    Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Signed this 9th day of May, 2023.

Grantor: **DRA Properties, LC**

By: _____
Name: Ashley Johnson
Title: COO
Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of May, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

_____
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

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

Signed this _____ day of _____, _____.

_____
City Clerk of the City of Ankeny, Iowa

Owner: DRA PROPERTIES, LC

By: _____
Name: Ashley Johnson
Title: COO

STATE OF IOWA, COUNTY OF Polk, ss:

On this 9 day of May, 2024, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ashley Johnson, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

_____
Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **DRA PROPERTIES, LC**, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

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

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

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

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

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

See Exhibit B, attached hereto and a part hereof

and applies to the property described as:

Lot 3, CAMPUS TOWN PLAT 1

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

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:

A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and

D. Any right to defer or postpone the payment for any such action.

4. It is further agreed that:

A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.

B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.

C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.

6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.

7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.

10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: DRA PROPERTIES, LC

By Ashley Johnson

Name Ashley Johnson, DRA Properties, LC

Date May 9, 2024

Witness Tracy Nemitz

Name Tracy Nemitz

LENDER NAME:

By: _____

Name: _____

Title: _____

LENDER NAME:

By: _____

Name: _____

Title: _____

EXHIBIT B

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

P.O.B. POINT OF BEGINNING

NORTH

50' 0 25'

SCALE

PREPARED FOR

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

PROPRIETOR

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

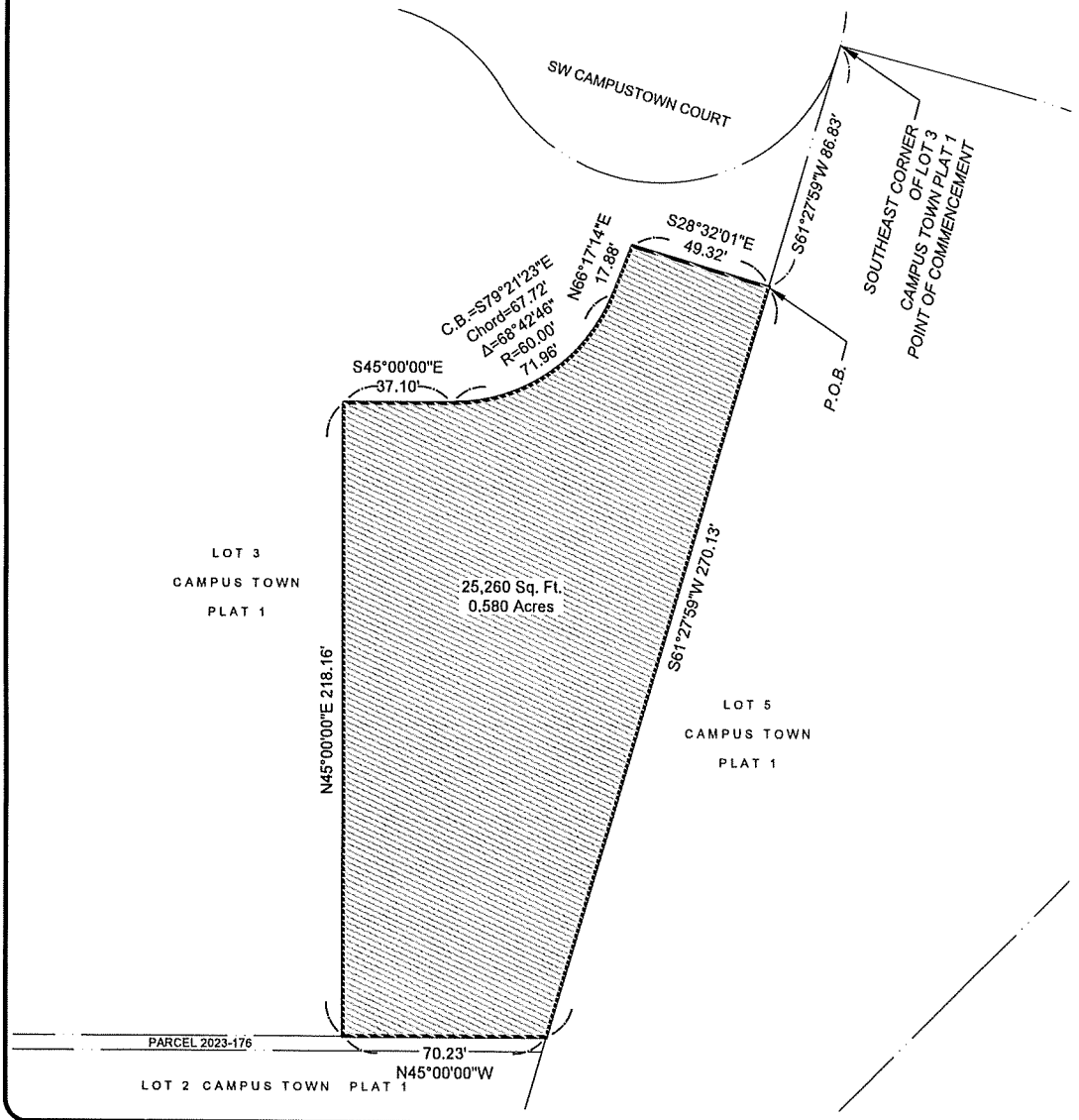
SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 3, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 3, CAMPUS TOWN PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S 61° 27' 59" W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 86.83 FEET, TO THE POINT OF BEGINNING; THENCE S 61° 27' 59" W, CONTINUING ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 270.13 FEET; THENCE N 45° 00' 00" W, A DISTANCE OF 70.23 FEET; THENCE N 45° 00' 00" E, A DISTANCE OF 218.16 FEET; THENCE S 45° 00' 00" E, A DISTANCE OF 37.10 FEET; THENCE 71.96 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 68° 42' 46" AND A CHORD DISTANCE OF 67.72 FEET WHICH BEARS S 79° 21' 23" E; THENCE N 66° 17' 14" E, A DISTANCE OF 17.88 FEET; THENCE S 28° 32' 01" E, A DISTANCE OF 49.32 FEET, TO THE POINT OF BEGINNING.
CONTAINING 0.580 ACRES (25,261 SQUARE FEET) MORE OR LESS.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	23005	ADS	1/1
LOCATION:	DATE:	CHECKED BY:	SHEET TITLE:
ANKENY, IOWA	03/29/2024	JHP	EX-B

V:\NAI 2017\Projects 2017\23005\Documents-Easements\23005-EX SWME.dwg

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Easement

WHEN RECORDED RETURN TO:

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

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON THE PROPERTY AT 610 SE CREEKVIEW DRIVE AND ASSOCIATED WITH THE DEVELOPMENT OF THE MANATTS BUILDING ADDITION SITE PLAN

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, approved the Manatts Building Addition Site Plan at 610 SE Creekview Drive on May 14, 2024;

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on the property at 610 SE Creekview Drive; and associated with the development of the Manatts Building Addition Site Plan, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the property at 610 SE Creekview Drive; and associated with the development of the Manatts Building Addition Site Plan is hereby accepted.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO: City Clerk 410 W. 1st Street Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner, Nilles Associates, Inc 1933 SW Magazine Rd. Ankeny, Iowa 50023 Phone: 515 965-0123

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **NW COMPANY** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 7, CREEKVIEW PLACE

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

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

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

   See Exhibit B, attached hereto and made a part hereof

   (hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in **Lot 7, Creekview Place,** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

6. Grantor hereby covenants and agrees that the Owner of **Lot 7, CREEKVIEW PLACE** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.

7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.

8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1 / 1 assessed to each Benefited Property

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

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

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

Grass and Bioretention Swales:

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

i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
c. Remove all trash, litter, debris or obstructions in the Easement Area.
d. Inspect for erosion in the riparian buffer on an annual basis.
e. Inspect and determine the depth of the riparian buffer on an annual basis.
f. Remove any sediment accumulated greater than 25% of the original design depth.
g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.

15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.

17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

    Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

    Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

    Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Signed this 7th day of May, 2024.

Grantor: **NW Company**

By: _____
Name: Greg Manatt
Company: NW Company

STATE OF IOWA, COUNTY OF POLK, ss:

On this 7th day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Greg Manatt, to me personally known, who being by me duly sworn, did say that he is the VP, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the NW Company, by it and by his voluntarily executed.

Kristen Mohnssen Nilles
Commission Number 844457
My Commission Expires
December 8, 2025

_____
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

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

Signed this _____ day of _____, _____.

_____
City Clerk of the City of Ankeny, Iowa

Owner: NW Company

By: _____
Name: Greg Manatt
Title: V.P.

STATE OF IOWA, COUNTY OF _____, ss:

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

_____
Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **NW Company**, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

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

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

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

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

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

see Exhibit B, attached hereto and made a part hereof

and applies to the property described as:

Lot 7, Creekview Place

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

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:

A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and

D. Any right to defer or postpone the payment for any such action.

4. It is further agreed that:

   A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.

   B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.

   C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.

6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.

7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.

10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: NW Company

By _____

Name Greg Manaff

Date 5/7/24

Witness _____

Name _____

LENDER NAME:

By: _____

Name: _____

Title: _____

EXHIBIT "B"

PROPRIETOR & REQUESTED BY

NW Company
c/o Greg Manatt
6333 NW Beaver Drive
Johnston, Iowa 50131
Phone: (515) 278-0247

LEGEND

P.O.C.	Point of Commencement
P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT PROPERTY LEGAL DESCRIPTION

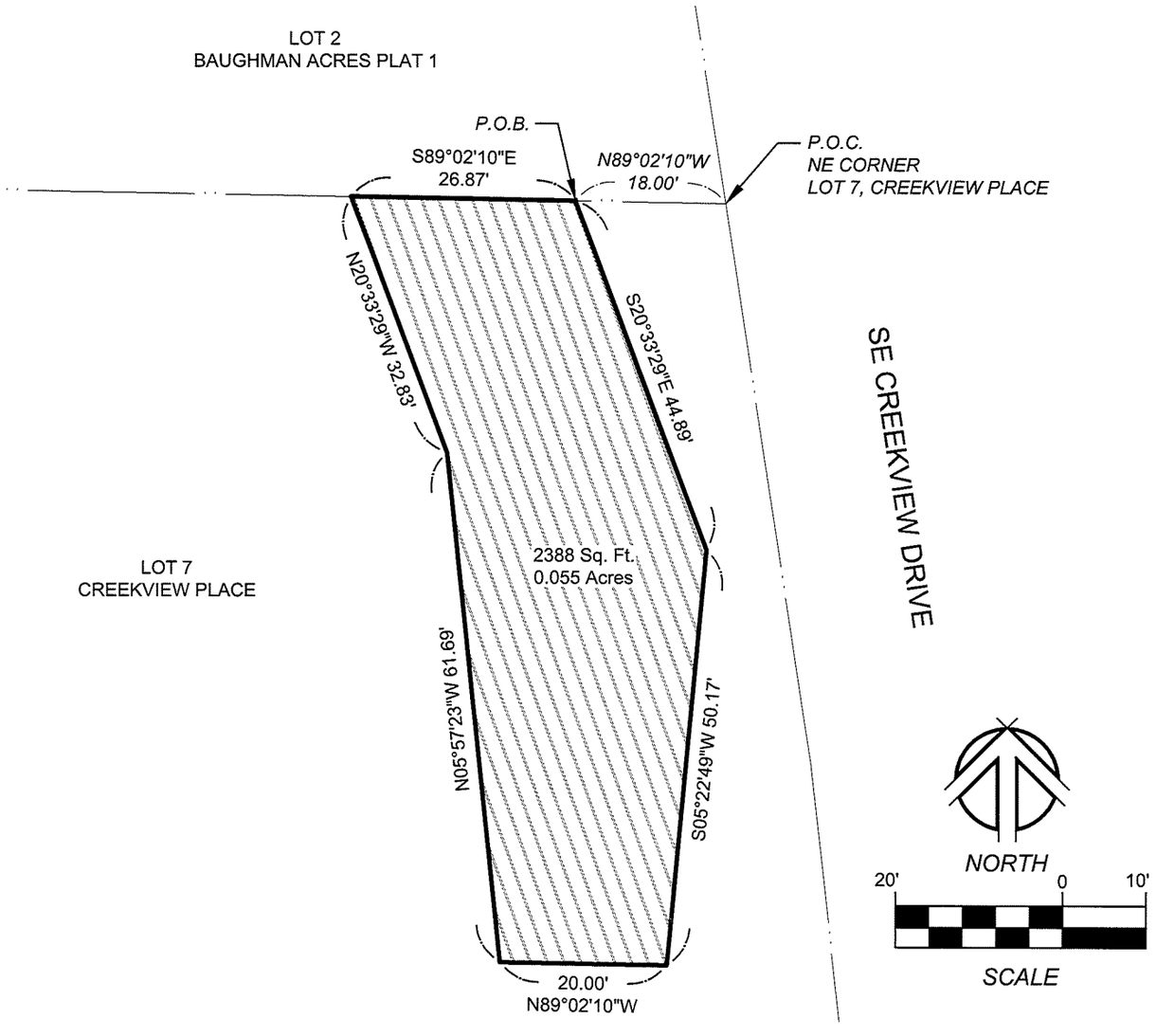
Lots 7, CREEKVIEW PLACE, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PROPOSED PERMANENT EASEMENT

That part of Lot 7, CREEKVIEW PLACE, an official plat, located in the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Northeast Corner of said Lot 7; thence North 89° 02' 10" West, a distance of 18.00 feet, to the Point of Beginning; thence S 20° 33' 29" E, a distance of 44.89 feet; thence S 05° 22' 49" W, a distance of 50.17 feet; thence N 89° 02' 10" W, a distance of 20.00 feet; thence N 05° 57' 23" W, a distance of 61.69 feet; thence N 20° 33' 29" W, a distance of 32.83 feet; thence S 89° 02' 10" E, a distance of 26.87 feet, to the Point of Beginning.

Containing 0.055 acres (2,388 square feet) more or less.



NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 PHONE
(515) 965-3322 FAX
www.nillesinc.com

PROJECT: PERMANENT EASEMENT		NAI No.: 24004	DRAWN BY: JHP	DWG No.: 1/1
LOCATION: ANKENY, IOWA		DATE: 04/05/24	CHECKED BY: ADS	SHEET TITLE: SWMFC

V:\NAI 2017\Projects 2017\24004\Documents-Easements\24004-EX.dwg

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Water Main Easement, Private Water Main Easement, Public Ingress/Egress Easement, and a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located at Lot 2, Vintage Business Park at Prairie Trail Plat 5; and associated with the development of the Roseann Lofts Site Plan at 1630 and 1640 SW Magazine Road.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Public Water Main Easement
Private Water Main Easement
Public Ingress/Egress Easement
Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement

WHEN RECORDED RETURN TO:

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

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC WATER MAIN EASEMENT, PRIVATE WATER MAIN EASEMENT, PUBLIC INGRESS/EGRESS EASEMENT, AND A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED AT LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5; AND ASSOCIATED WITH THE DEVELOPMENT OF THE ROSEANN LOFTS SITE PLAN AT 1630 AND 1640 SW MAGAZINE ROAD.

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, approved the Roseann Lofts Site Plan at 1630 and 1640 SW Magazine Road on May 29, 2024;

WHEREAS, a Public Water Main Easement, Private Water Main Easement, Public Ingress/Egress Easement, and a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located at Lot 2, Vintage Business Park at Prairie Trail Plat 5 and associated with the development of the Roseann Lofts Site Plan at 1630 and 1640 SW Magazine Road, 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 Public Water Main Easement, Private Water Main Easement, Public Ingress/Egress Easement, and Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located at Lot 2, Vintage Business Park at Prairie Trail Plat 5 and associated with the development of the Roseann Lofts Site Plan at 1630 and 1640 SW Magazine Road is hereby accepted.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA PROPERTIES, LC, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

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

Public Water Main

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

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 9th day of May, 2024.
Grantor:

By: _____
Name: Ashley Johnson
Title: COO
Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

_____
Notary Public in and for the State of Iowa

TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

EXHIBIT A

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

P.O.B. POINT OF BEGINNING

NORTH

40' 0 20'

SCALE

PREPARED FOR

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

PROPRIETOR

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

SUBJECT PROPERTY LEGAL DESCRIPTION

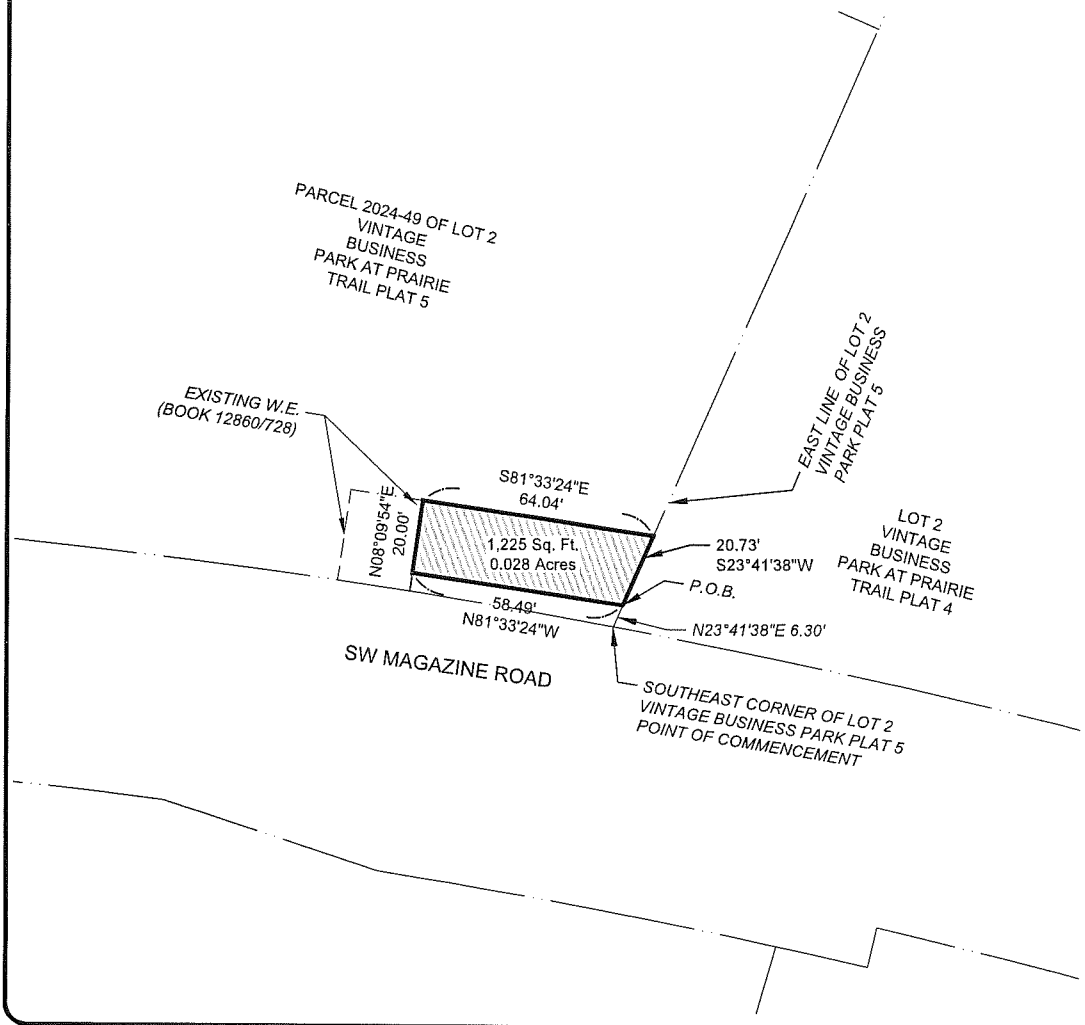
PARCEL 2024-49 OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF PARCEL 2024-49 OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 23°41'38" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 6.30 FEET; TO THE POING OF BEGINNING;THENCE N 81° 33' 24" W, A DISTANCE OF 58.49 FEET, THENCE N 08° 09' 54" E, A DISTANCE OF 20.00 FEET; THENCE S 81° 33' 24" E, A DISTANCE OF 64.04 FEET, TO SAID EAST LINE OF LOT 2; THENCE S 23° 41' 38" E, ALONG SAID EAST LINE OF LOT 2, A DISTANCE OF 20.73 FEET; TO THE POINT OF BEGINNING.

CONTAINING 0.028 ACRES (1,225 SQUARE FEET) MORE OR LESS.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	24002	ADS	1/1
LOCATION:	DATE:	CHECKED BY:	SHEET TITLE:
ANKENY, IOWA	05/08/2024	JHP	EX-A

V:\NAI 2017\Projects 2017\24002\Documents-Easements\Working\24002-EX WE - PUBLIC.dwg

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd Ankeny, Iowa 50023 Phone: 515 965-0123

PRIVATE WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, DRA PROPERTIES, LC, as and on behalf of Parcel 2024-49 of Lot 2, Vintage Business Park at Prairie Trail Plat 5, an official plat, Polk County, Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto DRA PROPERTIES, LC, as and on behalf of Parcel 2024-48 of Lot 2, Vintage Business Park at Prairie Trail Plat 5, an official plat, Polk County, Iowa, hereinafter referred to as "Grantee", a permanent easement for Water Main, over, under, through, and across the following described real estate:

See attached Exhibit "A"

(hereinafter referred to as the "Easement Area") for the purpose of the Grantee constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following:

a Private Water Main easement, together with all necessary structures and appurtenances thereto, on, over, under, through, across and within said Easement Area;

Subject to the following:

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

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the Grantee.

3. Right of Access. The Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The Grantee shall restore the Easement Area after exercising its rights hereunder, provided, however, that the Grantee's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. Easement Benefit. This easement shall be for the benefit of the Grantee (Parcel 2024-48), its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 9th day of May, 2024.
Grantor:

By: _____
Name: Ashley Johnson
Title: COO
Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

EXHIBIT A

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

P.O.B. POINT OF BEGINNING

NORTH

40' 0 20'

SCALE

PROPRIETOR

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

SUBJECT PROPERTY LEGAL DESCRIPTION

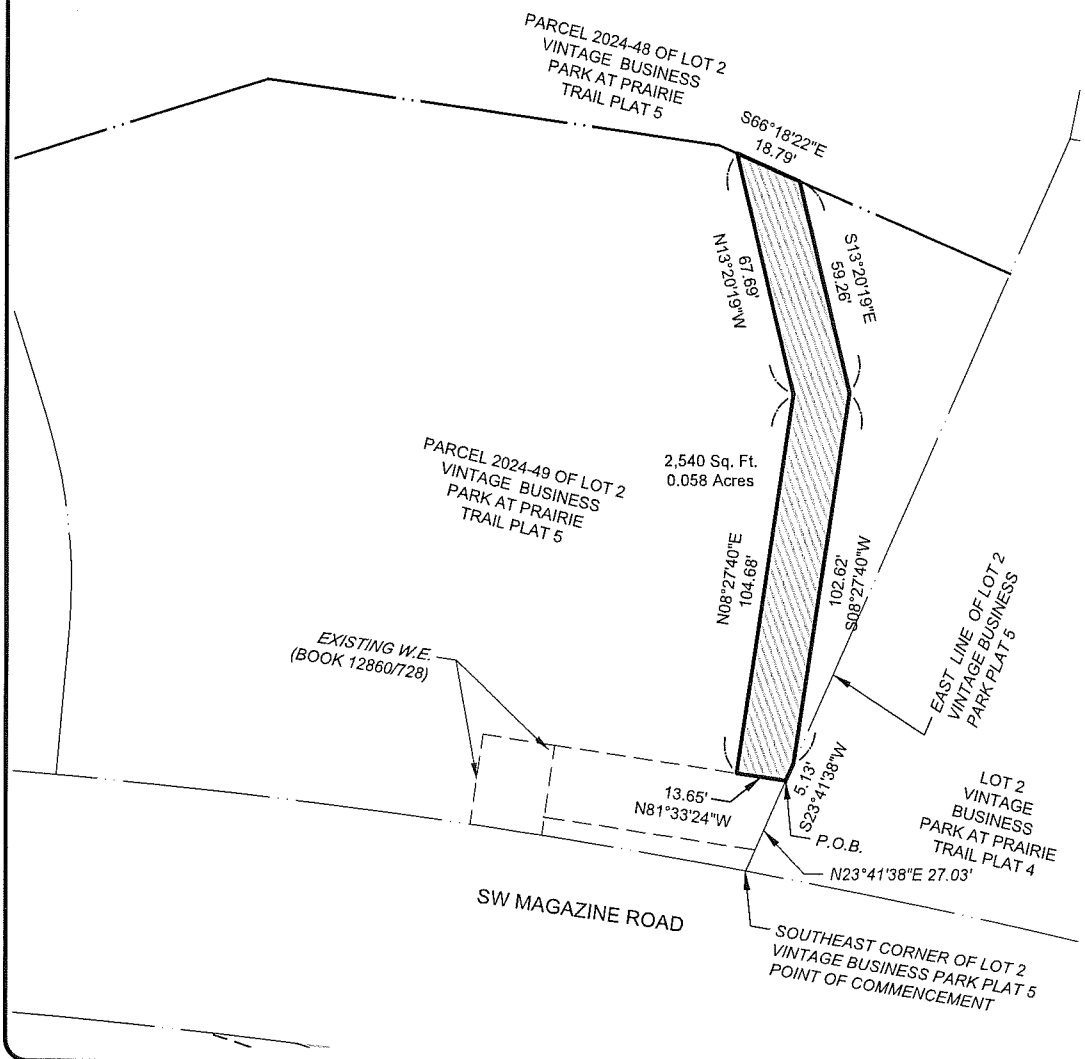
PARCEL 2024-49 OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF PARCEL 2024-49 OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 23°41'38" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 27.03 FEET; TO THE POINT OF BEGINNING; THENCE N 81°33'24" W, A DISTANCE OF 13.65 FEET; THENCE N 08° 27' 40" E, A DISTANCE OF 104.68 FEET; THENCE N 13° 20' 19" W, A DISTANCE OF 67.69 FEET, TO THE NORTH LINE OF SAID PARCEL 2024-49; THENCE S 66° 18' 22" E, ALONG SAID NORTH LINE OF PARCEL 2024-49, A DISTANCE OF 18.79 FEET; THENCE S 13° 20' 19" E, A DISTANCE OF 59.26 FEET; THENCE S 08° 27' 40" W, A DISTANCE OF 102.62 FEET; THENCE S 23° 41' 38" W, A DISTANCE OF 5.13 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.058 ACRES (2,540 SQUARE FEET) MORE OR LESS.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	24002	ADS	1/1
LOCATION:	DATE:	CHECKED BY:	SHEET TITLE:
ANKENY, IOWA	04/29/2024	JHP	EX-A

V:\NAI 2017\Projects 2017\24002\Documents-Easements\24002-EX WE - PRIVATE.dwg

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner Nilles Associates, Inc. 1933 SW Magazine Rd, Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **DRA Properties, LC**, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

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

Public Ingress/Egress

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

2. Change of Grade Prohibited. Grantor and its grantees assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area,

the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 9th day of May, 2024.

Grantor:

By: _____

Name: Ashley Johnson

Title: COO

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of May, 2024, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

_____

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

EXHIBIT A

PREPARED FOR

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

PROPRIETOR

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

SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 0°02'20" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.00 FEET; THENCE N 89°57'40" E, A DISTANCE OF 42.00 FEET, TO THE POINT OF BEGINNING; THENCE S 00° 02' 20" E, A DISTANCE OF 56.50 FEET; THENCE 37.24 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 183.00 FEET, A DELTA ANGLE OF 11° 39' 39" AND ED A CHORD DISTANCE OF 37.18 FEET WHICH BEARS S 05° 47' 30" W; THENCE S 11° 37' 19" W, A DISTANCE OF 72.06 FEET; THENCE S 23° 41' 38" W, A DISTANCE OF 85.67 FEET; THENCE N 81° 25' 02" W, A DISTANCE OF 149.42 FEET; THENCE 16.96 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 37.00 FEET, A DELTA ANGLE OF 26° 16' 12" AND A CHORD DISTANCE OF 16.82 FEET WHICH BEARS S 85° 26' 52" W; THENCE S 72° 18' 46" W, A DISTANCE OF 29.44 FEET; THENCE 23.33 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 89° 05' 48" AND A CHORD DISTANCE OF 21.05 FEET WHICH BEARS S 27° 45' 52" W; THENCE N 17° 41' 14" W, A DISTANCE OF 51.93 FEET;THENCE 22.67 FEET ALONG A CURVE TO THE LEFT, NOT TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 8.00 FEET, A DELTA ANGLE OF 162° 21' 06" AND A CHORD DISTANCE OF 15.81 FEET WHICH BEARS N 81° 08' 13" E; THENCE N 00° 02' 20" W, A DISTANCE OF 55.77 FEET; THENCE N 82° 54' 59" E, A DISTANCE OF 35.11 FEET; THENCE 33.80 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 123.60 FEET, A DELTA ANGLE OF 15° 39' 59" AND A CHORD DISTANCE OF 33.69 FEET WHICH BEARS S 89° 15' 02" E; THENCE S 81° 25' 02" E, A DISTANCE OF 135.41 FEET; THENCE 18.21 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 12.00 FEET, A DELTA ANGLE OF 86° 57' 38" AND A CHORD DISTANCE OF 16.51 FEET WHICH BEARS N 55° 06' 08" E; THENCE N 11° 37' 19" E, A DISTANCE OF 58.62 FEET; THENCE 32.16 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 158.00 FEET, A DELTA ANGLE OF 11° 39' 39" AND A CHORD DISTANCE OF 32.10 FEET WHICH BEARS N 05° 47' 30" E; THENCE N 00° 02' 20" W, A DISTANCE OF 56.50 FEET; THENCE N 89° 57' 40" E, A DISTANCE OF 25.00 FEET; TO THE POINT OF BEGINNING.

EXCEPT

THAT PART OF SAID LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 23° 41'38" E, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 164.63 FEET; THENCE N 81°25'02" W, A DISTANCE OF 68.23 FEET, TO THE POINT OF BEGINNING;
THENCE N 81° 25' 02" W, A DISTANCE OF 121.09 FEET; THENCE 20.25 FEET ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 62.00 FEET, A DELTA ANGLE OF 18° 42' 49" AND A CHORD DISTANCE OF 20.16 FEET WHICH BEARS S 89° 13' 33" W; THENCE 20.96 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 12.00 FEET, A DELTA ANGLE OF 100° 05' 31" AND A CHORD DISTANCE OF 18.40 FEET WHICH BEARS N 50° 05' 06" W; THENCE N 00° 02' 20" W, A DISTANCE OF 12.28 FEET; THENCE 17.37 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 12.00 FEET, A DELTA ANGLE OF 82° 57' 19" AND A CHORD DISTANCE OF 15.90 FEET WHICH BEARS N 41° 26' 19" E; THENCE N 82° 54' 59" E, A DISTANCE OF 2.40 FEET; THENCE 26.96 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 98.60 FEET, A DELTA ANGLE OF 15° 39' 59" AND A CHORD DISTANCE OF 26.88 FEET WHICH BEARS S 89° 15' 02" E; THENCE S 81° 25' 02" E, A DISTANCE OF 120.32 FEET, THENCE 27.52 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 15.00 FEET, A DELTA ANGLE OF 105° 06' 40" AND A CHORD DISTANCE OF 23.82 FEET WHICH BEARS S 28° 51' 42" E; THENCE S 23° 41' 38" W, A DISTANCE OF 8.61 FEET; THENCE 15.68 FEET ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 12.00 FEET, A DELTA ANGLE OF 74° 53' 20" AND A CHORD DISTANCE OF 14.59 FEET WHICH BEARS S 61° 08' 18" W, TO THE POINT OF BEGINNING.

CONTAINING 0.407 ACRES (17,738 SQUARE FEET) MORE OR LESS.

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	37.24'	183.00'	11°39'39"	37.18'	S5°47'30"W
C2	16.96'	37.00'	26°16'12"	16.82'	S85°26'52"W
C3	23.33'	15.00'	89°05'48"	21.05'	S27°45'52"W
C4	22.67'	8.00'	162°21'06"	15.81'	N81°08'13"E
C5	33.80'	123.60'	15°39'59"	33.69'	S89°15'02"E
C6	18.21'	12.00'	86°57'38"	16.51'	N55°06'08"E
C7	32.16'	158.00'	11°39'39"	32.10'	N5°47'30"E
C8	20.25'	62.00'	18°42'49"	20.16'	S89°13'33"W
C9	20.96'	12.00'	100°05'31"	18.40'	N50°05'06"W
C10	17.37'	12.00'	82°57'19"	15.90'	N41°26'19"E
C11	26.96'	98.60'	15°39'59"	26.88'	S89°15'02"E
C12	27.52'	15.00'	105°06'40"	23.82'	S28°51'42"E
C13	15.68'	12.00'	74°53'20"	14.59'	S61°08'18"W

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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	24002	ADS	1/2
LOCATION:	DATE:	CHECKED BY:	SHEET TITLE:
ANKENY, IOWA	03/22/2024	JHP	EX-A

V:\NAI 2017\Projects 2017\24002\Documents-Easements\24002-EX IEE.dwg

EXHIBIT A

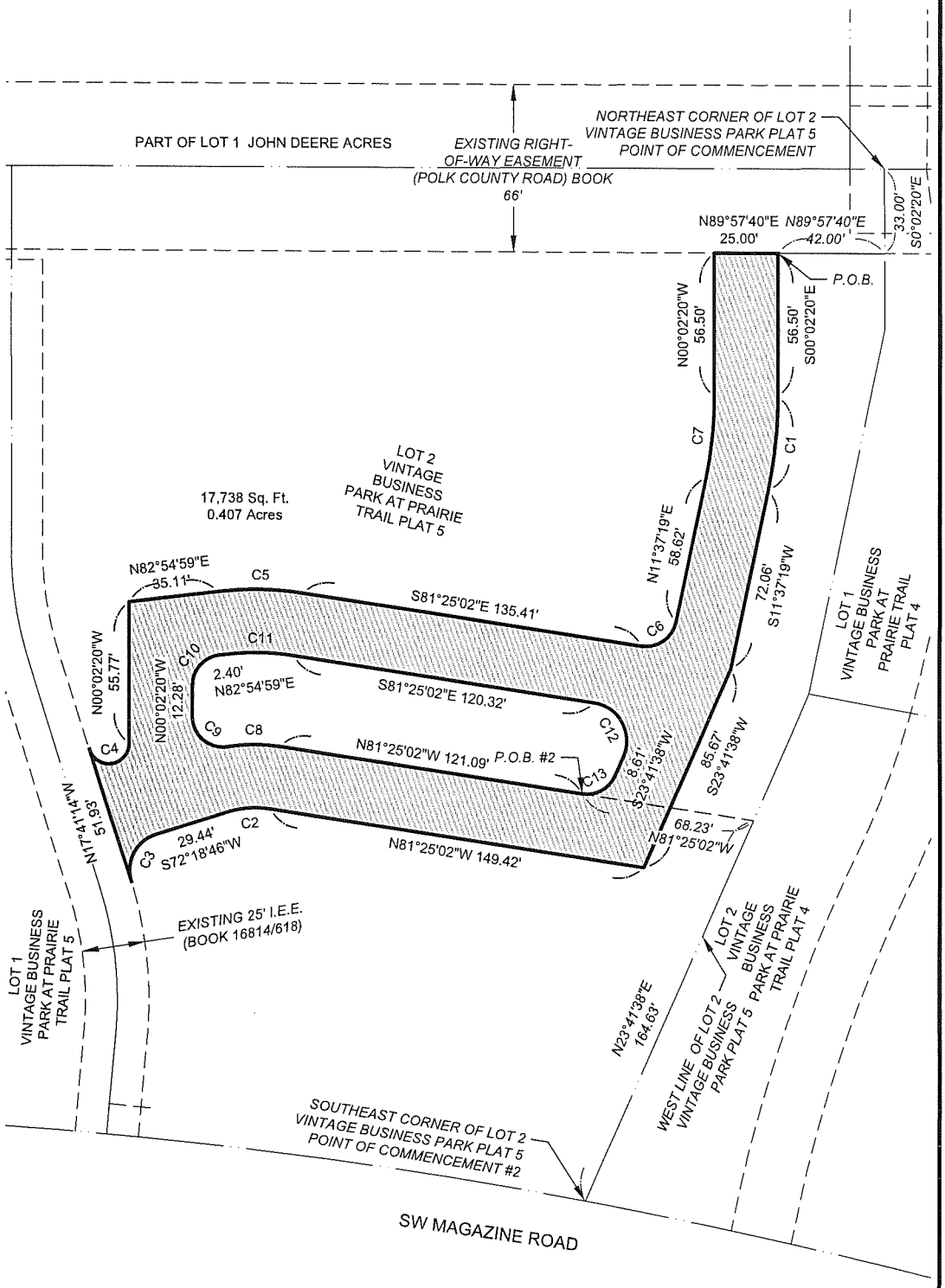
LEGEND

- SUBJECT EASEMENT AREA
- EXISTING BOUNDARY LINE
- P.O.B. — POINT OF BEGINNING
- EXISTING EASEMENT LINE

NORTH

50' 0 25'

SCALE



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

PROJECT: PERMANENT EASEMENT		NAI No.: 24002	DRAWN BY: ADS	DWG No.: 2/2
LOCATION: ANKENY, IOWA		DATE: 03/22/2024	CHECKED BY: JHP	SHEET TITLE: EX-A

V:\NAI 2017\Projects 2017\24002\Documents-Easements\24002-EX IEE.dwg

WHEN RECORDED RETURN TO: City Clerk 410 W. 1st Street Ankeny, Iowa 50023

Preparer Information: Adam Schoeppner, Nilles Associates, Inc 1933 SW Magazinr Rd. Ankeny, Iowa 50023 Phone: 515 965-0123

STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **DRA PROPERTIES, LC** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

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

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

   See Exhibit B, attached hereto and a part hereof

   (hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in **Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.

5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.

6. Grantor hereby covenants and agrees that the Owner of **Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.

7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.

8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1 / 1 assessed to each Benefited Property

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

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.

13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

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

Grass and Bioretention Swales:

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

i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
c. Remove all trash, litter, debris or obstructions in the Easement Area.
d. Inspect for erosion in the riparian buffer on an annual basis.
e. Inspect and determine the depth of the riparian buffer on an annual basis.
f. Remove any sediment accumulated greater than 25% of the original design depth.
g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
h. All repairs shall conform to the original design.
i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.

14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.

15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.

16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.

17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).

18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

    Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

    Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

    Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

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

Signed this 9th day of May, 2023.

Grantor: **DRA Properties, LC**

By: _____

Name: Ashley Johnson

Title: COO

Company: DRA Properties, LC

STATE OF IOWA, COUNTY OF POLK, ss:

On this 9 day of May, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that she is the COO, executing the within and foregoing instrument and acknowledged that she executed the same as her voluntary act and deed of the DRA Properties, LC, by it and by her voluntarily executed.

TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

_____
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

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

Signed this _____ day of _____, _____.

_____
City Clerk of the City of Ankeny, Iowa

Owner: DRA PROPERTIES, LC

By: _____

Name: Ashley Johnson

Title: CEO

STATE OF IOWA, COUNTY OF Polk, ss:

On this 9 day of May, 2024, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ashley Johnson, to me personally known, who being by me duly sworn, did say that he is the CEO of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ashley Johnson, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

TRACY L. NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2027

_____
Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **DRA PROPERTIES, LC**, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

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

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

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

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

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

See Exhibit B, attached hereto and a part hereof

and applies to the property described as:

Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5

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

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:

A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and

D. Any right to defer or postpone the payment for any such action.

4. It is further agreed that:

A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.

B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.

C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.

5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.

6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.

7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.

8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.

10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: DRA PROPERTIES, LC

By _____

Name Ashley Johnson, DRA Properties, LC

Date May 9, 2024

Witness _____

Name Tracy Nemitz

LENDER NAME:

By: _____

Name: _____

Title: _____

LENDER NAME:

By: _____

Name: _____

Title: _____

EXHIBIT B

LEGEND

SUBJECT EASEMENT AREA

EXISTING BOUNDARY LINE

P.O.B. POINT OF BEGINNING

NORTH

60' 0 30'

SCALE

PREPARED FOR

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

PROPRIETOR

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

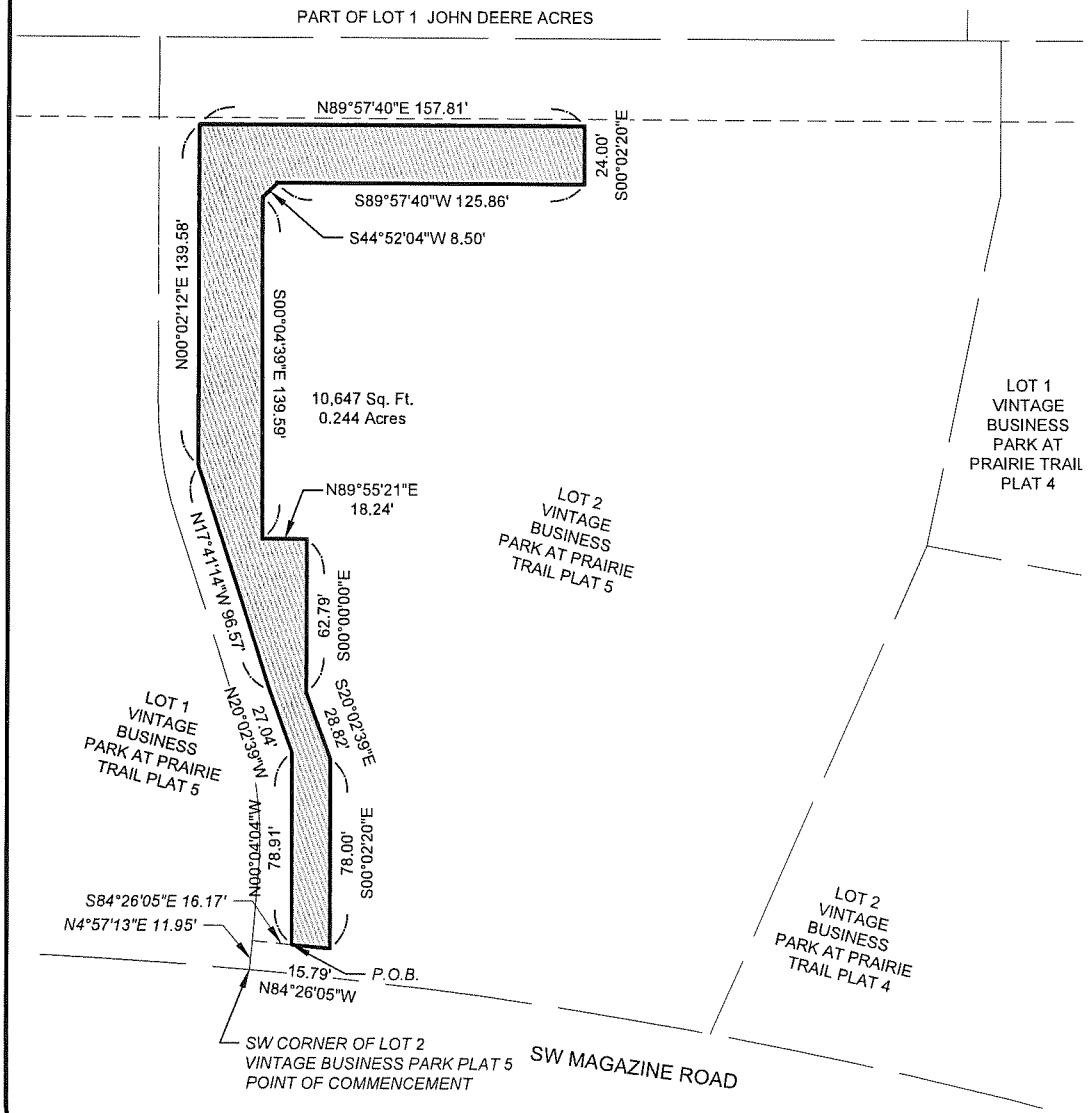
SUBJECT PROPERTY LEGAL DESCRIPTION

LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 5, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 04°57'13" E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 11.95 FEET; THENCE S 84°26'05" E, A DISTANCE OF 16.17 FEET, TO THE POINT OF BEGINNING; THENCE N 00° 04' 04" W, A DISTANCE OF 78.91 FEET; THENCE N 20° 02' 39" W, A DISTANCE OF 27.04 FEET; THENCE N 17° 41' 14" W, A DISTANCE OF 96.57 FEET; THENCE N 00° 02' 12" E, A DISTANCE OF 139.58 FEET; THENCE N 89° 57' 40" E, A DISTANCE OF 157.81 FEET; THENCE S 00° 02' 20" E, A DISTANCE OF 24.00 FEET; THENCE S 89° 57' 40" W, A DISTANCE OF 125.86 FEET; THENCE S 44° 52' 04" W, A DISTANCE OF 8.50 FEET; THENCE S 00° 04' 39" E, A DISTANCE OF 139.59 FEET; THENCE N 89° 55' 21" E, A DISTANCE OF 18.24 FEET; THENCE S 00° 00' 00" E, A DISTANCE OF 62.79 FEET; THENCE S 20° 02' 39" E, A DISTANCE OF 28.82 FEET; THENCE S 00° 02' 20" E, A DISTANCE OF 78.00 FEET; THENCE N 84° 26' 05" W, A DISTANCE OF 15.79 FEET, TO THE POINT OF BEGINNING.
CONTAINING 0.244 ACRES (10,647 SQUARE FEET) MORE OR LESS.



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

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
PERMANENT EASEMENT	24002	ADS	1/1
LOCATION:	DATE:	CHECKED BY:	SHEET TITLE:
ANKENY, IOWA	05/08/2024	JHP	EX-B

V:\NAI 2017\Projects 2017\24002\Documents-Easements\Working\24002-EX SWME.dwg

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving and authorizing the acquisition of property and property interests for the N Ankeny Boulevard - 1st Street to 11th Street Improvements.

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 N Ankeny Boulevard - 1st Street to 11th Street Improvements project. The project will repair failing pavement, add right-turn lanes, install new traffic signals, upgrade pedestrian ramps, replace existing landscaping, and other related work on N Ankeny Boulevard at 5th Street, 9th Street, and 11th Street.

Street right-of-way, permanent beautification easement, and temporary construction easement will need to be acquired for the construction of the public improvements. These improvements are anticipated to be constructed in 2025 and 2026. In order to preserve the construction schedule, the property acquisition process needs to begin at this time.

FISCAL IMPACT: **No**

The project is included in the 2024-2028 Capital Improvement Program (CIP).

CITY MANAGER'S RECOMMENDATIONS:

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

1. Adopt a Resolution approving and authorizing the acquisition of property and property interests for the N Ankeny Boulevard - 1st Street to 11th Street Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Affected property owners were invited to attend a Project Information Meeting which was held on May 23, 2024.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Acquisition exhibit

RESOLUTION 2024-XXX

A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION OF PROPERTY AND PROPERTY INTERESTS FOR THE N ANKENY BOULEVARD – 1ST STREET TO 11TH STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Ankeny desires to repair failing pavement, add right-turn lanes, install new traffic signals, upgrade pedestrian ramps, and replace existing landscaping on N Ankeny Boulevard at 5th Street, 9th Street, and 11th Street; and

WHEREAS, street right-of-way, permanent beautification easement, and temporary construction easement will need to be acquired for the construction of the public improvement; and

WHEREAS, the City staff or its designee has established fair market values by compensation estimates for said easements; 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 N Ankeny Boulevard 1st Street to 11th Street Improvements 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 3rd day of June, 2024.

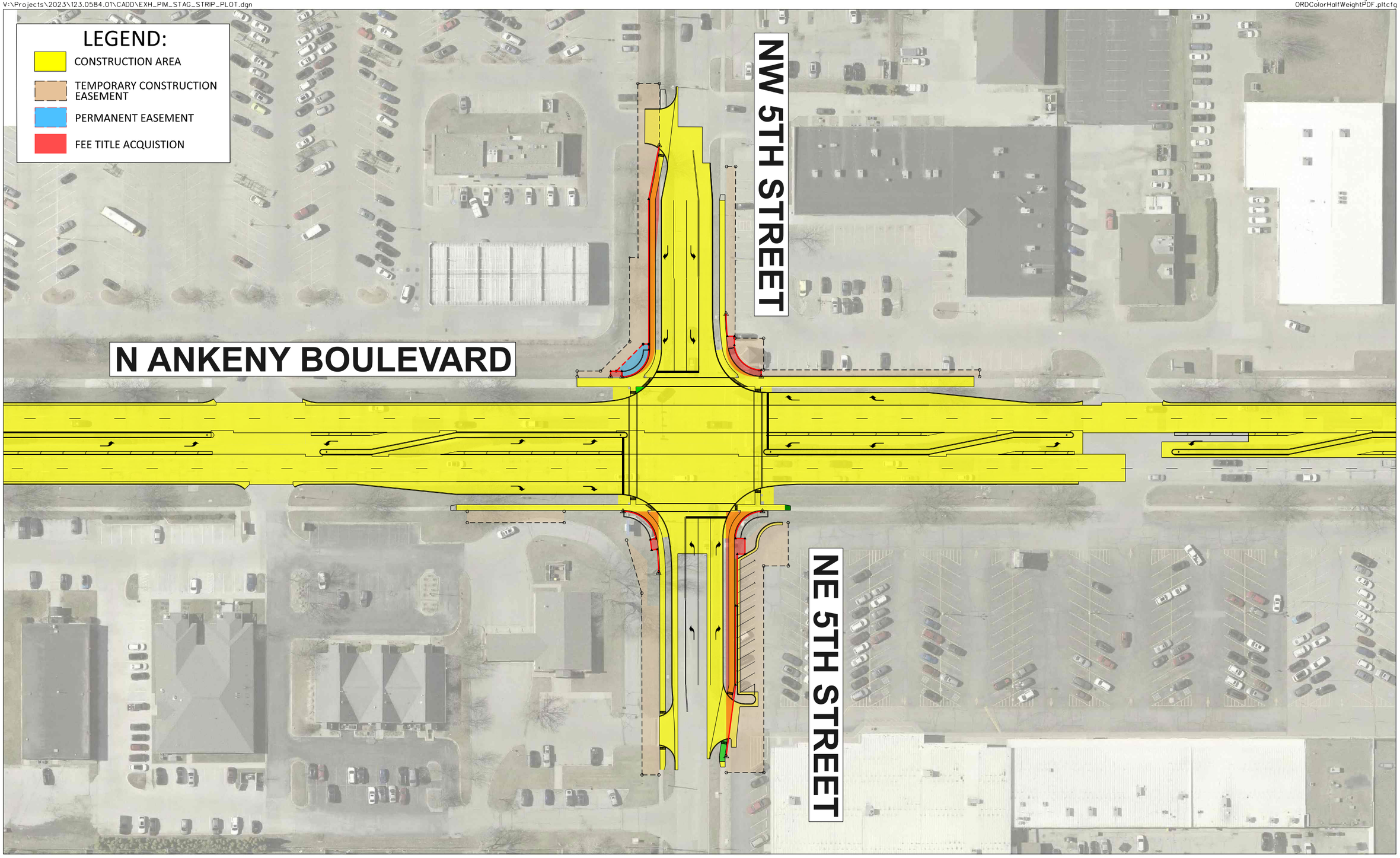
_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk



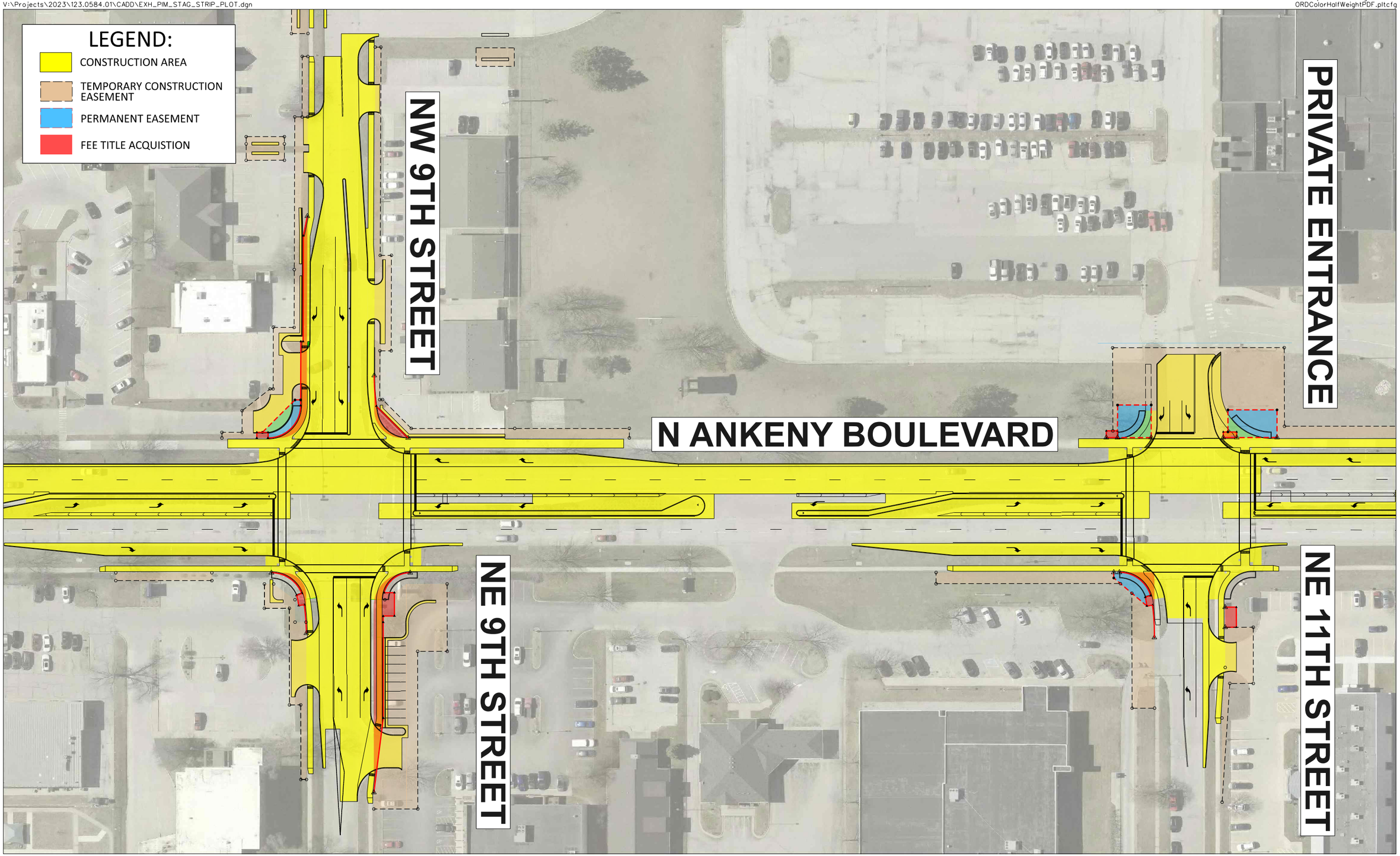
SNYDER & ASSOCIATES

0 40 80
FEET

N ANKENY BOULEVARD IMPROVEMENTS

ANKENY, IOWA

05/23/2024



SNYDER & ASSOCIATES

0 40 80
FEET

N

N ANKENY BOULEVARD IMPROVEMENTS

ANKENY, IOWA

05/23/2024

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** to adopt the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications as prepared by the Public Works Department and the Municipal Utilities Department for the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

During the past year, the Public Works Department and the Municipal Utilities Department have updated the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications with input from Division Managers and Staff.

The purpose of the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications is to provide specific design and construction requirements that apply only to projects within the City of Ankeny that cannot be included in the general requirements of the 2024 Edition of the Iowa Statewide Urban Design and Specifications.

A copy of the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications are on file with the City Clerk's office.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

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

1. Adopt the Resolution to adopt the City of Ankeny's Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications as prepared by the Public Works Department and the Municipal Utilities Department for the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council adopted the use of the most recent edition of the Iowa Statewide Urban Design and Specifications at the City Council Meeting held on June 16, 2014.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION NO. 2024-XXX

A RESOLUTION ADOPTING THE SUPPLEMENTAL SPECIFICATIONS TO THE 2024 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS

WHEREAS, the most recent published editions of the "Iowa Statewide Urban Design and Specifications" manuals (Manuals) were previously adopted by the City of Ankeny through Resolution 2014-291, and;

WHEREAS, the said Manuals are updated on a regular basis by a committee comprised of engineering consultants, government/agency representatives and representatives of the cities that have adopted the Manuals, and;

WHEREAS, there are specific design and construction requirements that apply only to projects within the City of Ankeny that cannot be included in the general requirements of the Manuals. To address these specific requirements, the Public Works Department and Municipal Utilities Department generated a document titled "Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications" that will modify the design standards and construction specifications contained in the Manuals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the "Supplemental Specifications to the 2024 Edition of the Iowa Statewide Urban Design and Specifications" which will complement the said Manuals is hereby adopted by the City of Ankeny, Iowa.

DATED this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a Development, Easement, and Maintenance Agreement with The District Association, Inc., concerning seasonal gate installation in City right-of-way for the District Event Center in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The District Association, Inc. has asked the City to enter into a Development, Easement, and Maintenance Agreement that outlines certain terms and conditions for seasonal gate installation in City right-of-way for the District Event Center in the City of Ankeny. The District Association, Inc. and City staff agreed to a set of terms and conditions outlined in the Development Agreement, and a copy of said Development, Easement, and Maintenance Agreement is attached for reference.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development, Easement, and Maintenance Agreement with The District Association, Inc., for seasonal gate installation in City right-of-way for the District Event Center in the City of Ankeny, and

authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Development, Easement, and Maintenance Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT, EASEMENT, AND MAINTENANCE AGREEMENT WITH THE DISTRICT ASSOCIATION, INC. CONCERNING SEASONAL GATE INSTALLATION IN CITY RIGHT-OF-WAY FOR THE DISTRICT EVENT CENTER IN THE CITY OF ANKENY, IOWA

WHEREAS, The District Association, Inc. has asked the City to enter into a Development, Easement, and Maintenance Agreement that outlines certain terms and conditions for seasonal gate installation in the City right-of-way in the City of Ankeny; and,

WHEREAS, The District Association, Inc. and City Staff agreed to set the terms of conditions outlined in the attached Development, Easement, and Maintenance Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development, Easement, and Maintenance Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Prepared by and upon recording return to: Nathan Barber, Belin McCormick, P.C., 666 Walnut Street, Ste. 2000, Des Moines, Iowa 50309

RE: Lot E at The District at Prairie Trail Plat 5, an Official Plat, City of Ankeny, Iowa, except Parcel 2021-172 as shown in Plat of Survey filed in Book 18902, Page 247 (the "Property")

DEVELOPMENT, EASEMENT, AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made this ___ day of June, 2024, by and between City of Ankeny, Polk County Iowa, a municipal corporation (the "City") and The District Association, Inc., an Iowa non-profit corporation ("The District Association").

WHEREAS, the City owns the Property as described above located within a designated Entertainment District; and

WHEREAS, The District Association has requested to locate two sliding decorative gates and appurtenances ("Gates") within the right of way for the purpose of facilitating the temporary closure of a portion of SW Main Street for entertainment events on and around the Property, all at the location shown on **Exhibit A**, attached hereto and made a part hereof (the "Project Site"); and

WHEREAS, the City is willing to allow The District Association to use the Project Site for the Gates, provided that The District Association adheres to all requirements of City of Ankeny Code ("Code"), permits and the specifications for the construction attached on **Exhibit B** ("Specifications"), and the terms of which are incorporated herein by reference.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants contained herein, the parties hereby covenant and agree as follows:

1. The City does hereby grant permission to The District Association for the Project Site for the purpose of allowing The District Association to enter the Project Site to provide, construct, install, and maintain the Gates in accordance with the Code and Specifications, as set forth hereinabove. The District Association accepts the Project Site in the condition in which it may then be, and waives any right or claim against the City arising out of the Project Site, including

the improvements thereon, the appurtenances thereto, and the equipment thereof. The City makes no warranties or representations concerning the condition or safety of the Project Site. In the construction, installation, and maintenance of the Gates, The District Association shall comply with all provisions of this Agreement, the Code and the Specifications, and any permits, plats, or site plans issued by the City.

2. The permission granted herein shall begin on the date of this Agreement and shall continue until the last day of the tenth (10th) year thereafter.

3. The District Association shall provide, construct, and install the Gates within one year of the date of this Agreement, except that the Planning and Zoning Officer, at his/her sole discretion, may grant one extension, for no more than six months, if the said construction and installation cannot be accomplished within one year because of construction time frames or other obstacles. Immediately after construction and installation of the Gates, The District Association shall request the City to make an inspection of the construction and installation. If the Gates are not installed within one year from the date of this Agreement (as extended), this Agreement shall terminate without the need for further action by either party.

4. The Gates may be used between May 1st and September 30th of each year with an approved Special Event Permit. The gates shall be removed and temporarily stored for the season by The District Association between October 1st and April 30th of each year. The City may request the removal of the Gates earlier than September 30th if snow removal operations are expected to commence by the City.

5. The District Association shall pay all fees as may be required by the Code. There shall be no other fee for this Agreement.

6. As a condition of this Agreement, The District Association shall maintain the Gates and repair any damaged public infrastructure. Such maintenance and repair shall be subject to review and approval by the City. If the City finds the maintenance or repair unacceptable, The District Association, upon written request by the City, shall take actions reasonably necessary to meet the City's requirements. The District Association's failure to take such action within thirty (30) days of notice by the City may result in termination of this Agreement and will require The District Association, at The District Association's sole expense, to remove the Gates and restore the Project Site, and any other part of the Property that has been disturbed, to its original condition or a condition acceptable to the City.

7. In the event that either party determines either Gate must be relocated or removed because of work by the City, The District Association, or other lawful occupants of the Property, The District Association shall relocate or remove the Gates and shall be solely responsible for all expenses associated with such relocation or removal.

8. The District Association shall purchase and maintain during the term of this Agreement Comprehensive Liability Insurance with liability limits of at least One Million Dollars ($1,000,000.00) combined single limit on an occurrence basis, Two Million Dollars ($2,000,000) aggregate, covering all premises and operations. The District Association shall provide the City

with Certificates of Insurance evidencing the coverage required herein prior to the execution of this Agreement. The Certificates of Insurance shall name the City, and its agents, servants, and employees as additional insureds under the Comprehensive Liability policy of insurance for the work performed hereunder.

9. The City shall not be liable to The District Association or to any other person whatsoever for any damages or injury from any cause whatsoever, except as otherwise provided by law. The District Association agrees and shall indemnify, defend and save the City harmless from and against any liability and all damages and claims of whatever nature because of the Gate or arising from any act or omission of The District Association, or its contractors, licensees, agents, servants, invitees, or employees, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person or property occurring as result of the Gates.

10. For the purposes of this Agreement, notice by one party to the other shall be sent via first-class mail, postage prepaid, as follows:

To: City of Ankeny

1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Attn.: Mitch Wedell, PE

With a COPY to: Brick Gentry, P.C., Attn: Ankeny City Attorney,6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266

To The District Association: 1525 NE 36th Street, Ankeny, Iowa

With a COPY to: Belin McCormick, P.C., Attn: Nate Barber, 666 Walnut Street, Ste. 2000, Des Moines, Iowa 50312

11. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Iowa.

12. In addition to the terms of this Agreement, The District Association is bound by all terms and conditions of the Code and Specifications. Any failure to comply with all terms and conditions of the Code and Specifications, or this Agreement constitutes a default under this Agreement.

13. If The District Association, after reasonable notice, fails to correct any violation of the Code, Specifications, or this Agreement, the City may perform or cause to be performed the work necessary to correct the violation.

14. This Agreement shall survive the execution of any deed, contract, or agreement by The District Association or any person with an interest in the property and the conveyance of any interest in the property shall not merge therein.

15. This Agreement contains the full and final agreement between the parties and no other matter or term, unless in writing and duly executed by the parties, shall be considered as part of this Agreement.

16. At all times during the term of this Agreement, or any renewal, The District Association shall not discriminate in its use of the Project Site against any person or group of persons because of the race, creed, color, sex, age, handicap, national origin, or ancestry of such person or group of persons.

17. The District Association shall be in default ("Default") if The District Association fails to perform or comply with any provisions of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice to The District Association. In the event of Default, the City may immediately terminate this Agreement upon written notice to The District Association, and remove, or require The District Association to remove, the Gates from the Project Site. At the termination of this Agreement, The District Association shall remove the Gates from the Project Site and shall ensure that the Project Site is in the same condition as at the beginning of the term of this Agreement, except for reasonable wear and tear.

18. No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by The District Association of the same, or any consent or approval of any subsequent act by The District Association whether or not similar to the act so consented to or approved.

19. In the use of the Project Site under this Agreement, The District Association shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the City and The District Association, including employer and employee, partnership, principal and agent, or joint venturer.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and Seals on the date shown above.

One Signature Page Follows

SIGNATURE PAGE - DEVELOPMENT, EASEMENT, AND MAINTENANCE AGREEMENT

DRA PROPERTIES, LC

By: Tara Meredith
Tara Meredith, Secretary

STATE OF IOWA
COUNTY OF POLK, ss:

On the 23rd day of May, 2024, before me, a Notary Public in and for said County and State personally appeared Tara Meredith, respectfully of DRA Properties, LC., to me personally known, who being by me duly sworn, did say that they are President and Secretary of DRA Properties, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

Ashley Elizabeth Johnson
Notary Public in and for said State of Iowa

NOTARIAL SEAL IOWA
ASHLEY ELIZABETH JOHNSON
Commission Number 819697
My Commission Expires
July 12, 2025

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

Attest:

By: _____
Michelle Yuska, City Clerk

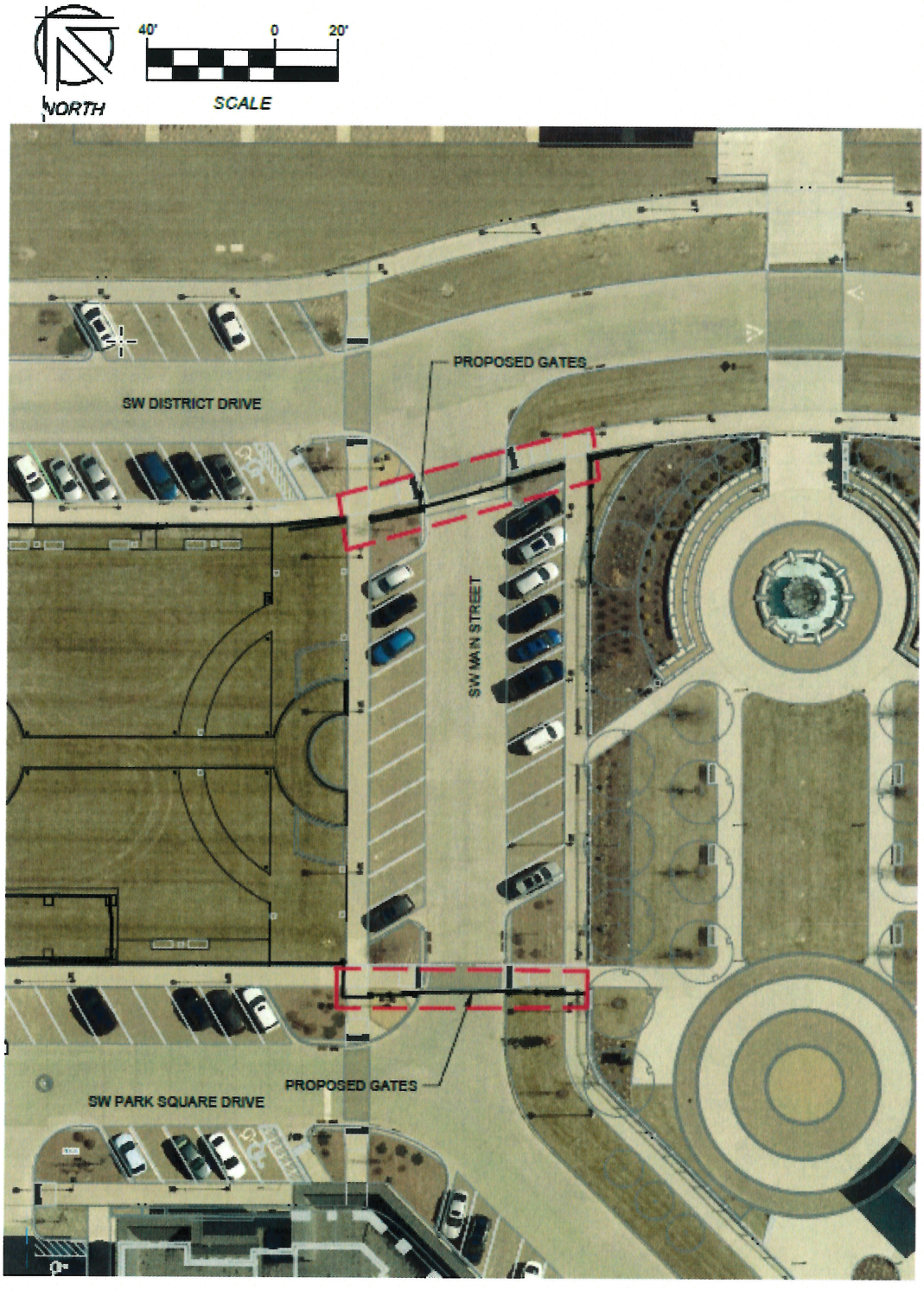
STATE OF IOWA
COUNTY OF POLK, ss:

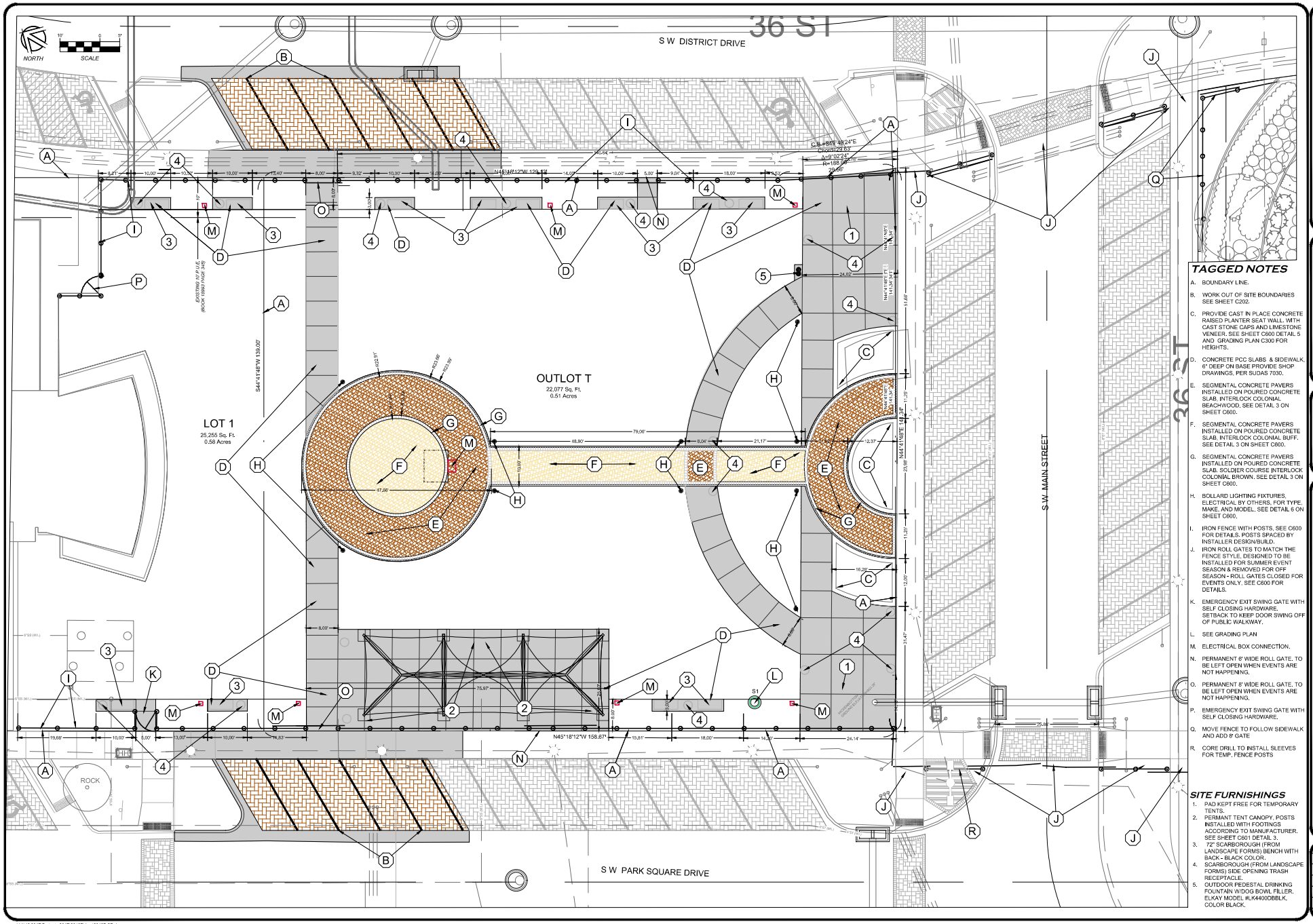
On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Interim City Clerk of the City of Ankeny, Iowa, 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 _____, 2024, and the said **MARK E. HOLM** 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

Exhibit A

Project Site





TAGGED NOTES

A. BOUNDARY LINE.

B. WORK OUT OF SITE BOUNDARIES SEE SHEET C202.

C. PROVIDE CAST IN PLACE CONCRETE RAISED PLANTER SEAT WALL. WITH CAST STONE CAPS AND LIMESTONE VENEER, SEE SHEET C600 DETAIL 5 AND GRADING PLAN C300 FOR HEIGHTS.

D. CONCRETE PCC SLABS & SIDEWALK, 6" DEEP ON BASE PROVIDE SHOP DRAWINGS, PER SUDAS 7030.

E. SEGMENTAL CONCRETE PAVERS INSTALLED ON POURED CONCRETE SLAB, INTERLOCK COLONIAL BEACHWOOD, SEE DETAIL 3 ON SHEET C600.

F. SEGMENTAL CONCRETE PAVERS INSTALLED ON POURED CONCRETE SLAB, INTERLOCK COLONIAL BUFF, SEE DETAIL 3 ON SHEET C600.

G. SEGMENTAL CONCRETE PAVERS INSTALLED ON POURED CONCRETE SLAB, SOLDIER COURSE INTERLOCK COLONIAL BROWN, SEE DETAIL 3 ON SHEET C600.

H. BOLLARD LIGHTING FIXTURES, ELECTRICAL BY OTHERS, FOR TYPE, MAKE, AND MODEL, SEE DETAIL 6 ON SHEET C600.

I. IRON FENCE WITH POSTS, SEE C600 FOR DETAILS. POSTS SPACED BY INSTALLER DESIGN/BUILD.

J. IRON ROLL GATES TO MATCH THE FENCE STYLE, DESIGNED TO BE INSTALLED FOR SUMMER EVENT SEASON & REMOVED FOR OFF SEASON - ROLL GATES CLOSED FOR EVENTS ONLY, SEE C600 FOR DETAILS.

K. EMERGENCY EXIT SWING GATE WITH SELF CLOSING HARDWARE. SETBACK TO KEEP DOOR SWING OFF OF PUBLIC WALKWAY.

L. SEE GRADING PLAN

M. ELECTRICAL BOX CONNECTION.

N. PERMANENT 6' WIDE ROLL GATE. TO BE LEFT OPEN WHEN EVENTS ARE NOT HAPPENING.

O. PERMANENT 8' WIDE ROLL GATE. TO BE LEFT OPEN WHEN EVENTS ARE NOT HAPPENING.

P. EMERGENCY EXIT SWING GATE WITH SELF CLOSING HARDWARE.

Q. MOVE FENCE TO FOLLOW SIDEWALK AND ADD 8' GATE

R. CORE DRILL TO INSTALL SLEEVES FOR TEMP. FENCE POSTS

SITE FURNISHINGS

1. PAD KEPT FREE FOR TEMPORARY TENTS.
2. PERMANT TENT CANOPY, POSTS INSTALLED WITH FOOTINGS ACCORDING TO MANUFACTURER. SEE SHEET C601 DETAIL 3.
3. 72" SCARBOROUGH (FROM LANDSCAPE FORMS) BENCH WITH BACK - BLACK COLOR.
4. SCARBOROUGH (FROM LANDSCAPE FORMS) SIDE OPENING TRASH RECEPTACLE.
5. OUTDOOR PEDESTAL DRINKING FOUNTAIN W/DOG BOWL FILLER. ELKAY MODEL #LK4400DBBLK, COLOR BLACK.

NILES ASSOCIATES
1923 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

REVISIONS:
1. 03/16/2024 - REVISIONS PER CITY OF ANKENY COMMENTS
2. 04/11/2024 - REVISIONS PER CITY OF ANKENY COMMENTS
3. 04/17/2024 - REVISIONS PER CITY OF ANKENY COMMENTS
4. 04/25/2024 - REVISIONS PER CITY OF ANKENY COMMENTS
5. 05/08/2024 - PARKING, SIDEWALK, PLANTING, & FENCE REVISIONS
6. 05/14/2024 - PARKING, SIDEWALK, PLANTING, & FENCE REVISIONS

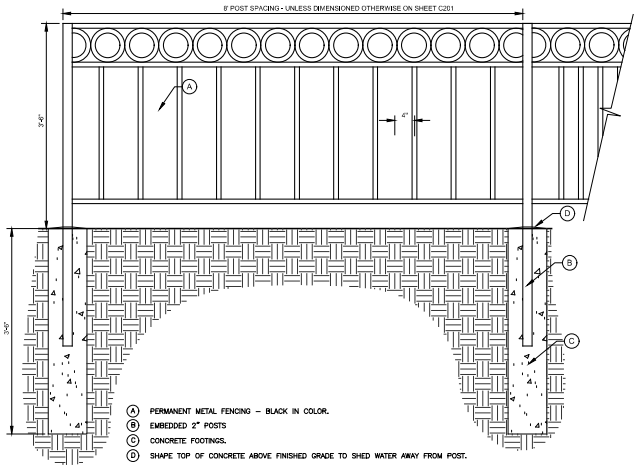
NOTES: ALL DESCRIPTIONS, INCLUDING BUT NOT LIMITED TO DIMENSIONS, LOCATIONS, AND/OR AREAS, SHOWN ON THIS PLAN ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS, EQUIPMENT, AND LABOR TO COMPLETE THE PROJECT AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE PROJECT SITE. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SITE CONDITIONS SHALL BE REPORTED TO THE OWNER BEFORE PROCEEDING WITH THE WORK.

PROJECT NAME: DISTRICT EVENT SPACE #7
1500 SW MAIN STREET, ANKENY, IOWA

DESCRIPTION: DIMENSION PLAN

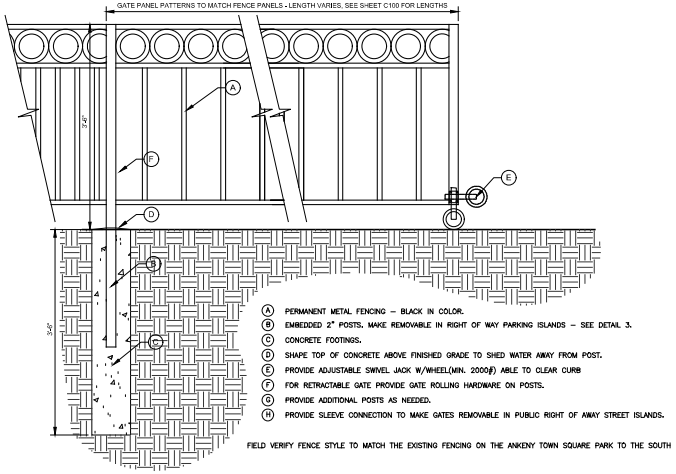
NAI NO.	23107
DATE	05/14/2024
DRAWN BY	AS/JML
CHECKED BY	JML
SHEET SIZE	24" X 36"
SHEET TITLE	C201
SHEET NO.	3 / 10

V:\NAI 2017\Projects 2017\23107\dwg\23107-SP.dwg



A PERMANENT METAL FENCING – BLACK IN COLOR.
B EMBEDDED 2" POSTS
C CONCRETE FOOTINGS.
D SHAPE TOP OF CONCRETE ABOVE FINISHED GRADE TO SHED WATER AWAY FROM POST.

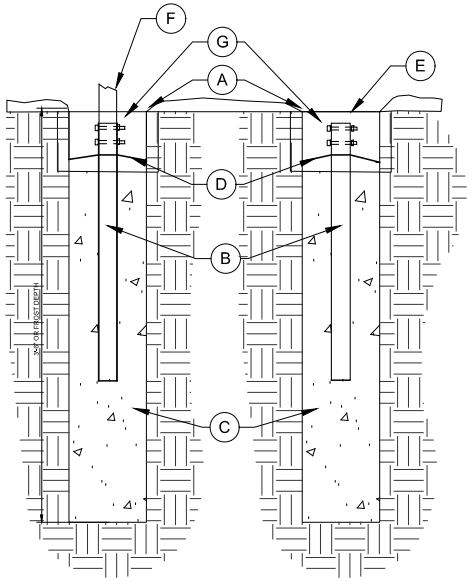
1 PERMANENT FENCE ELEVATION
NO SCALE



A PERMANENT METAL FENCING – BLACK IN COLOR.
B EMBEDDED 2" POSTS. MAKE REMOVABLE IN RIGHT OF WAY PARKING ISLANDS – SEE DETAIL 3.
C CONCRETE FOOTINGS.
D SHAPE TOP OF CONCRETE ABOVE FINISHED GRADE TO SHED WATER AWAY FROM POST.
E PROVIDE ADJUSTABLE SWIVEL JACK W/WHEEL(MIN. 2000#) ABLE TO CLEAR CURB
F FOR RETRACTABLE GATE PROVIDE GATE ROLLING HARDWARE ON POSTS.
G PROVIDE ADDITIONAL POSTS AS NEEDED.
H PROVIDE SLEEVE CONNECTION TO MAKE GATES REMOVABLE IN PUBLIC RIGHT OF AWAY STREET ISLANDS.

FIELD VERIFY FENCE STYLE TO MATCH THE EXISTING FENCING ON THE ANKENY TOWN SQUARE PARK TO THE SOUTH

2 ROLL GATES
NO SCALE

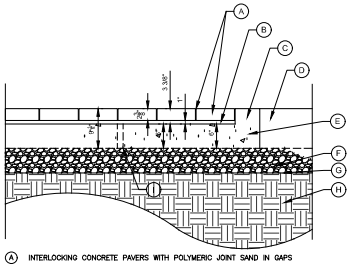


A RAKE BACK EXISTING ROCK AND RE-GRADE WITH GEO TEXTILE FABRIC AFTER INSTALLATION.
B FENCE POST STUB TO CONNECT TO GATES IN CONCERT SEASON.
C CONCRETE FOOTINGS.
D SHAPE TOP OF CONCRETE ABOVE FINISHED GRADE TO SHED WATER AWAY FROM POST.
E PROVIDE CAP FOR OFF CONCERT SEASON, INSTALL ROCK TO ELIMINATE TRIPPING HAZARD IN CONCERT SEASON.
F CONNECT FENCE POSTS & GATE TO BE BOLTED IN PLACE FOR EVENT SEASON.
G POST CONNECTION BELOW GRADE WITH ACCESS BOX.
*****AT SIDEWALK LOCATION INSTALL BOX FLUSH WITH SIDEWALK AND PROVIDE STEEL COVER FOR BOTH SUMMER AND WINTER SEASONS.

3 GATE POSTS IN ROW
NO SCALE

GENERAL NOTES

A. CONCRETE FOR POURED IN PLACE REINFORCED CONCRETE STRUCTURE IN PLANTERS SHALL BE FIBER REINFORCED WITH MACRO SYNTHETIC FIBERS COMPLYING WITH ASTM C1116 TYPE III SECTION 4.1.3 WITH A MINIMUM 4000 PSI STRENGTH.
B. REBAR SHALL BE #4 EPOXY COATED WIRED TIED AT EVERY JUNCTION UNLESS OTHERWISE SPECIFIED.
C. CAST STONE SHALL BE WET CAST FROM EDWARDS CAST STONE LOCATED AT 777 EDWARDS ROAD, DUBUQUE, IOWA 52003 (563) 556-0535 www.edcstone.com. COLOR SHALL BE AS INDICATED ON CAST STONE DETAILS OR AS DIRECTED BY PROJECT LANDSCAPE ARCHITECT.
D. NATURAL STONE SHALL BE MINNESOTA SPRING STONE FROM VETTER STONE LOCATED AT P.O. BOX 38, KASOTA, MINNESOTA 56050 (507)345-4568 www.vetterstone.com. COLOR SHALL BE A $\frac{MIX}{BLEND}$ OF GLACIER BUFF AND NORTHERN BUFF SPLIT FACE VENEER ARRANGE IN AN ASHLAR PATTERN WITH SGS-10A LIGHT BUFF MORTAR, SIZES SHALL CONFORM TO THE FOLLOWING : 30% 1.5-2" HEIGHT, 55% 3-4" HEIGHT, 15% 6-9" HEIGHT. PLEASE CONTACT JIM LONG AT -1-507-420-7848 FOR QUESTIONS AND ORDERING.
E. COMPACTED CRUSHED STONE SHALL CONFORM TO IOWA DOT SECTION 4121 WITH MATERIAL GRADATION 12A.



A INTERLOCKING CONCRETE PAVERS WITH POLYMERIC JOINT SAND IN GAPS
B 1" DEEP OR 1/4" CRUSHED ANGULAR CLEAR ROCK CHIPS
C CONCRETE BORDER 4" WIDE
D TOPSOIL WITH LAWN OR PLANTING BED
E 6" CONCRETE SLAB WITH THICKENED EDGE OVERSIZED 6"
F COMPACTED CLASS S BASE MATERIAL
G GEOTEXTILE FILTER FABRIC
H COMPACTED UNDISTURBED SUBGRADE
I PROVIDE WEEP HOLES FOR DRAINAGE THROUGH CONCRETE BASE

REFERENCE SUDAS FIG. 730.203

4 INTERLOCKING CONCRETE PAVERS ON PCC CONCRETE
NO SCALE

TYPE 1 PERMEABLE PARKING PAVERS INSTALLATION PROCEDURE

A. SUBGRADE PREPARATION:
1. COMPLY WITH SUDAS SECTION 2010.
2. PERFORM SUBGRADE PREPARATION FOR PAVER AREA AT SAME TIME AND WITH SAME CONSTRUCTION EQUIPMENT AS ROADWAY.

B. 6" SUBDRAIN:
1. INSTALL PER SUDAS SECTION 4040.
2. INSTALL AND COMPACT POROUS BACKFILL PER SUDAS 4040 TO ELEVATION OF TOP OF SUBGRADE PREPARATION.

C. ENGINEERING FABRIC:
1. INSTALL ENGINEERING FABRIC OVER COMPLETED SUBGRADE.
2. OVERLAP ADJACENT STRIPS OF FABRIC A MINIMUM OF 6 INCHES.
3. EXTEND FABRIC UP THE SIDES OF THE SUBBASE TRENCH TO THE BOTTOM OF THE PROPOSED PAVEMENT.

D. SUBGRADE STABILIZATION POLYMER GRID:
1. PLACE GRID BELOW GRANULAR SUBBASE LAYER. INSTALL AS PER IDOT STANDARD SPECIFICATIONS, AND MANUFACTURER'S RECOMMENDATIONS.

E. GRANULAR SUBBASE:
1. INSTALL AND COMPACT BOTTOM 6 IN. OF GRANULAR SUBBASE AS PER SUDAS SECTION 2010 AND IDOT SECTION 4121.
2. INSTALL AND COMPACT TOP 2 IN. OF GRANULAR SUBBASE IN THE PAVERS AREAS AFTER THE 7 IN. PCC PAVEMENT HAS BEED INSTALLED.

F. PLACE ENGINEERING FABRIC OVER GRANULAR SUBBASE AS SHOWN ON DETAIL D-3.

G. BEDDING AGGREGATE:
1. PLACE BEDDING AGGREGATE OVER GRANULAR SUBBASE WITH ENGINEERING FABRIC BELOW.
2. INSTALL AGGREGATE IN A SINGLE LIFT WITH A THICKNESS OF 2 INCHES.
3. LIGHTLY COMPACT BEDDING AGGREGATE WITH ONE OR TWO PASSES FROM A VIBRATORY PLATE COMPACTOR OR VIBRATORY ROLLER. ENSURE SURFACE IS EVEN, SMOOTH, AND AT THE PROPER ELEVATION TO ACCOMMODATE PERMEABLE PAVERS.

H. PLACE CHALK LINES ON THE BEDDING COURSE TO MAINTAIN STRAIGHT JOINT LINES.

I. PLACE PAVER UNITS IN A HERRINGBONE PATTERN AND USING THE STRAIGHT REFERENCE EDGE AS INDICATED ON CONSTRUCTION PLANS. FINISH GRADE AFTER THE PAVERS HAVE BEEN COMPACTED SHALL BE A MINIMUM OF $\frac{1}{4}$ IN. AND MAXIMUM OF $\frac{1}{2}$ IN. ABOVE THE ADJACENT PCC PAVEMENT.

J. TRIM PAVERS AS REQUIRED TO COMPENSATE FOR DEVIATIONS IN THE ADJACENT PAVEMENT EDGE.

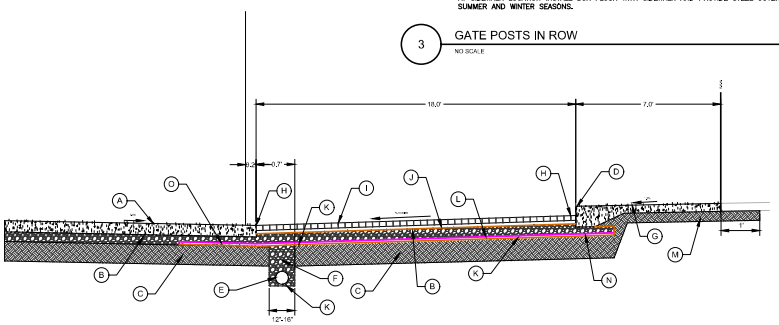
K. AFTER PAVERS HAVE BEEN INSTALLED ON THE BEDDING COURSE, AND ALL CUT PAVERS HAVE BEEN INSERTED TO PROVIDE A FULL AND COMPLETE SURFACE, INSPECT PAVERS FOR DAMAGED UNITS AND IRREGULAR JOINT LINES. REMOVE AND REPLACE PAVERS AS REQUIRED.

L. AFTER INSPECTION AND REPLACEMENT OF DAMAGED PAVERS, INSTALL ROCK CHIP JOINTING FILLER IF REQUIRED BY PAVER MANUFACTURER . PLACE FILTER AGGREGATE TO THE BOTTOM OF THE CHAMFER ON THE PAVER AND SWEEP THE SURFACE CLEAN.

M. COMPACT PAVEMENT SURFACE WITH TWO PASSES OF A VIBRATORY PLATE COMPACTOR. DO NOT OPERATE PLATE COMPACTOR WITHIN 3 FEET OF AN UNRESTRAINED PAVEMENT EDGE. FINISH GRADE AFTER THE PAVERS HAVE BEEN COMPACTED SHALL BE A MINIMUM OF $\frac{1}{4}$ IN. AND MAXIMUM OF $\frac{1}{2}$ IN. ABOVE THE ADJACENT PCC PAVEMENT.

N. RE-INSPECT PAVERS, AND REMOVE AND REPLACE ALL DAMAGED UNITS.

O. SWEEP ROCK CHIP JOINT MATERIAL INTO PAVER JOINTS. ONCE JOINTS ARE FILLED, SWEEP OFF ALL LOOSE STONE BEFORE RE-COMPACTING WITH A RUBBER PAD COVERING THE PLATE COMPACTOR. PERFORM FINAL SWEEP OF MATERIAL ADDING AS NECESSARY TO FILL ANY JOINTS THAT SETTLED.



A EXISTING 7" NON-REINFORCED P.C.C. PAVING. REFER TO SHEETS C200 AND C202 FOR REMOVAL AND REPLACEMENT OF EXISTING.
B GRANULAR SUBBASE (6" DEPTH UNDER STREET, 8" DEPTH UNDER PAVERS)
C 12" SUBGRADE PREPARATION (2 - 6" LIFTS PER SUDAS)
D CLASS A SIDEWALK PER SUDAS 7030.202 DETAIL 3
E 8" SUBDRAIN. (2" ABOVE BOTTOM OF POROUS BACKFILL)
F POROUS BACKFILL. EXTEND 30" BELOW PAVEMENT. REFER TO SUDAS 4040.231 - CASE D, TYPE 1
G 6" NON-REINFORCED P.C.C. SIDEWALK
H TYPE B JOINT
I TYPE 1 PERMEABLE PAVERS (INTERLOCK ECO HOLLAND PAVERS BEACHWOOD COLOR). REFER TO INSTALLATION PROCEDURE.
J 2" BEDDING AGGREGATE
K ENGINEERING FABRIC
L SUBGRADE STABILIZATION POLYMER GRID
M SIDEWALK SPECIAL SUBGRADE PREP (6" PER SUDAS)
N EXTEND POLYMER GRID UNDER SIDEWALK AND SIDE RESTRAINT PCC A MINIMUM OF 2'.
O EXTEND POLYMER GRID AND ENGINEERING FABRIC UNDER PROPOSED P.C.C. STREET PAVING BY 4' MINIMUM
I CONCRETE INTERLOCK PAVERS, SEE SHEET 201 FOR TYPES AND LOCATIONS

5 PARKING STALL SECTION
1" = 1'

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023
(515) 964-0123 phone (515) 965-3322 fax
Civil Engineering - Land Surveying
LandScape Architecture
NILES ASSOCIATES

REVISIONS:
1 - 05/15/2024 - RE-SUBMIT PER CITY OF ANKENY COMMENTS
2 - 05/31/2024 - RE-SUBMIT PER CITY OF ANKENY COMMENTS
3 - 06/17/2024 - RE-SUBMIT PER CITY OF ANKENY COMMENTS
4 - 07/01/2024 - PERMEABLE PAVING, PLANTING, & FENCE REVIEWS
5 - 09/16/2024 - PERMEABLE PAVING, PLANTING, & FENCE REVIEWS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
PRINTED NAME: ANDREW J. NILES
SIGNATURE:
DATE: 09/16/2024
PAGES OR SHEETS COVERED BY THIS SEAL: ALL SHEETS
LICENSE NUMBER: 21836
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS NOT COVERED BY THIS SEAL: NONE
CERTIFICATE NUMBERS: N/A

PROJECT NAME: DISTRICT EVENT SPACE #7
PROJECT LOCATION: 1909 SW MAIN STREET, ANKENY, IOWA
DESCRIPTION: DETAILS

NA NO.	23107
DATE	05/14/2024
DRAWN BY	AS/JML
CHECKED BY	JML
SHEET SIZE	24" X 36"
SHEET NO.	C600
SHEET NO.	9/10

V:\NA\ 2017\Projects 2017\23107\dwg\23107-SP.dwg

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Westwinds, Plat 9, Storm Sewer Extension: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with J&K Contracting in the amount of $130,388.10; and c) Final Payment #2 in the amount of $4,849.75 and Release of Retainage in the amount of $6,519.41.

EXECUTIVE SUMMARY:

The actions before the Council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to J&K Contracting for the Westwinds, Plat 9, Storm Sewer Extension project.

The Westwinds, Plat 9, Storm Sewer Extension project is now complete. A series of actions are needed in order to close out this construction project:

1) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications and that the final contract amount is $130,388.10.

2) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the Westwinds, Plat 9, Storm Sewer Extension project and establishes the final contract amount to be $130,388.10.

3) Final Payment: J&K Contracting = $4,849.75

Retainage Payment: J&K Contracting = $6,519.41

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: **No**

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the Westwinds, Plat 9, Storm Sewer Extension project.

2. Adopt the Resolution accepting the Westwinds, Plat 9, Storm Sewer Extension project with J&K Contracting in the final contract amount of $130,388.10; and

3. Authorize final payment to J&K Contracting in the amount of $4,849.75 and release of retainage payment in the amount of $6,519.41 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 3, 2023: The council approved a motion to adopt a Resolution accepting the proposal from J&K Contracting in the amount of $156,598.50 for the construction of the Westwinds, Plat 9, Storm Sewer Extension project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Pay Application #2 (Final)
Certificate of Completion

Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	The Westwinds, Plat 9, Storm Sewer Extension		
Contractor:	J&K Contracting		
Address:	10703 Justin Drive, Urbandale, IA 50322		
Finance Budget Code:	685.3685.4453	**Finance Project #:**	685.4453
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	July 3, 2023	**Vendor Account #:**	8611

Date of Council Meeting: June 3, 2024 **Payment Application #:** 2(FINAL)

Payment Period: From: November 5, 2023 Through: May 17, 2024

Contract Summary:

Original Contract Amount:	$ 156,598.50			
Net Change by Change Orders:	$ (26,210.40)			
Contract Amount to Date: (line 1 ± 2)		$ 130,388.10		
Total Completed and Stored to Date:	$ 130,388.10			
Retainage: 5 % of Completed Work:	$ 6,519.41			
Total Earned Less Retainage:		$ 123,868.69		
Less Previous Applications for Payment:		$ 119,018.94		
SUBTOTAL:			$	4,849.75
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			$	**4,849.75**
Balance to Finish, Including Retainage:		$ 6,519.41		

Contract Time Remaining (Substantial): 2.5 Working Days
Contract Time Remaining (Final): 2.5 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: J&K Contracting (Firm Name)

Signature — Date: 5/20/2024

Engineer / Consultant Approval: Kirkham Michael (Firm Name)

Signature — Date: 5/20/24

City of Ankeny Staff Approval:

Becky Ford — Signature — Date: 05/20/2024

Submit to: Becky Ford, P.E.
E-mail: Bford@Ankenylowa.gov Phone Number: 5159633526

Date Printed: 5/20/2024

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	CLEAR AND GRUBBING	UNIT	28.7	0.00	28.70	$135.00	$ 3,874.50		$ -	28.70	28.70	$ 3,874.50	0.00	100.00%
2.02	CLEAR AND GRUBBING	AC	0.12	0.00	0.12	$178,000.00	$ 21,360.00		$ -	0.12	0.12	$ 21,360.00	0.00	100.00%
2.03	TOPSOIL, ON SITE	CY	200	0.00	200.00	$10.00	$ 2,000.00		$ -	200.00	200.00	$ 2,000.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10, IMPORT	CY	120	0.00	120.00	$28.00	$ 3,360.00		$ -	120.00	120.00	$ 3,360.00	0.00	100.00%
2.05	GRANDULAR STABLIZATION	TON	150	(150.00)	0.00	$38.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	750	(750.00)	0.00	$38.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
	SEWERS AND DRAINS													
4.01	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	9	3.00	12.00	$200.00	$ 2,400.00		$ -	12.00	12.00	$ 2,400.00	0.00	100.00%
4.02	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	226	0.00	226.00	$110.00	$ 24,860.00		$ -	226.00	226.00	$ 24,860.00	0.00	100.00%
4.03	PIPE APRON, METAL, 18 IN	EA	1	0.00	1.00	$2,000.00	$ 2,000.00		$ -	1.00	1.00	$ 2,000.00	0.00	100.00%
4.04	REMOVE APRON	EA	1	0.00	1.00	$300.00	$ 300.00		$ -	1.00	1.00	$ 300.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-401, 48"	EA	2	0.00	2.00	$4,800.00	$ 9,600.00		$ -	2.00	2.00	$ 9,600.00	0.00	100.00%
6.02	REMOVE INTAKE	EA	1	0.00	1.00	$450.00	$ 450.00		$ -	1.00	1.00	$ 450.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	REMOVAL OF DRIVEWAY	SY	181.2	0.00	181.20	$10.00	$ 1,812.00		$ -	181.20	181.20	$ 1,812.00	0.00	100.00%
7.02	DRIVEWAY, PCC, 6 IN	SY	181.2	0.00	181.20	$85.00	$ 15,402.00		$ -	181.20	181.20	$ 15,402.00	0.00	100.00%
7.03	DRIVEWAY ASSURANCE TESTING	LS	1	0.00	1.00	$1,050.00	$ 1,050.00		$ -	1.00	1.00	$ 1,050.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	TEMPORARY TRAFFIC CONTROL	LS	1	0.00	1.00	$1,500.00	$ 1,500.00		$ -	1.00	1.00	$ 1,500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	SEEDING, FERTILIZING AND MULCHING	AC	0.15	0.00	0.15	$32,000.00	$ 4,800.00	0.15	$ 4,800.00	0.00	0.15	$ 4,800.00	0.00	100.00%
9.02	SEEDING, FERTILIZING AND MULCHING - TEMPORARY STABILIZATION	AC	0.35	(0.20)	0.15	$5,300.00	$ 795.00		$ -	0.15	0.15	$ 795.00	0.00	100.00%
9.03	SEEDING, FERTILIZING AND MULCHING - CRITICAL SLOPES	AC	0.2	(0.01)	0.19	$10,500.00	$ 1,995.00		$ -	0.19	0.19	$ 1,995.00	0.00	100.00%
9.04	TEMPORARY ROLLED EROSION CONTROL PRODUCT	SY	75	838.50	913.50	$10.00	$ 9,135.00		$ -	913.50	913.50	$ 9,135.00	0.00	100.00%
9.05	FILTER SOCK, 8 IN	LF	150	155.00	305.00	$6.00	$ 1,830.00		$ -	305.00	305.00	$ 1,830.00	0.00	100.00%
9.06	FILTER SOCK REMOVAL	LF	150	155.00	305.00	$1.00	$ 305.00	305.00	$ 305.00	0.00	305.00	$ 305.00	0.00	100.00%
9.07	RIP RAP, CLASS B	TON	70	(1.16)	68.84	$65.00	$ 4,474.60		$ -	68.84	68.84	$ 4,474.60	0.00	100.00%
9.08	STABILIZED CONSTRUCTION ENTRANCE	SY	160	0.00	160.00	$10.00	$ 1,600.00		$ -	160.00	160.00	$ 1,600.00	0.00	100.00%
9.09	TEMPORARY HYDROMULCHING	AC	0.35	(0.20)	0.15	$4,200.00	$ 630.00		$ -	0.15	0.15	$ 630.00	0.00	100.00%
9.10	ENGINEERING FABRIC	SY	85	0.00	85.00	$3.00	$ 255.00		$ -	85.00	85.00	$ 255.00	0.00	100.00%
9.11	REMOVE AND SALVAGE STONE LANDSCAPING	LS	1	0.00	1.00	$1,600.00	$ 1,600.00		$ -	1.00	1.00	$ 1,600.00	0.00	100.00%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1	0.00	1.00	$12,000.00	$ 12,000.00		$ -	1.00	1.00	$ 12,000.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1	0.00	1.00	$1,000.00	$ 1,000.00		$ -	1.00	1.00	$ 1,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $ 130,388.10 PAY PERIOD = $ 5,105.00 COMPLETED = $ 130,388.10 100.00%

Date printed: 5/17/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	November 20, 2023	$ 119,018.94
2		
3		
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Previous Applications for Payment:

No.	Date	Amount
36		
37		
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39		
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PREVIOUS PAY APPS TOTAL = $ 119,018.94

Record of Change Orders:

No.	Date	Amount
1	November 20, 2023	$ (26,210.40)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

CHANGE ORDER TOTAL = $ (26,210.40)

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	October 2, 2024

Substantial Completion:

Contract Working Days:	25.0
Added by Change Order:	0.0
Total Working Days:	25.0
Working Days Used to Date:	22.5
Working Days Remaining:	2.5

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	0.0
Total Working Days:	5.0
Working Days Used to Date:	0.0
Working Days Remaining:	5.0

CERTIFICATE OF COMPLETION

The Westwinds, Plat 9
Storm Sewer Extension Project

Ankeny, Iowa

June 3, 2024

This is to certify that the construction improvements on ***The Westwinds, Plat 9 Storm Sewer Extension*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$130,388.10***. I hereby recommend acceptance of the project.

Respectfully submitted,

Ben Smith
Project Engineer
Kirkham Michael
Iowa License Number P2442542

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT

WHEREAS, on the **17th** day of **July**, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **J&K Contracting** of **Urbandale, Iowa**, for the construction of certain public improvements generally described as The Westwinds, Plat 9, Storm Sewer Extension Project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **June 3, 2024**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**130,388.10**, as shown in the report of the Engineer.

PASSED AND APPROVED this **3rd** day of **June**, 2024.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider a motion to approve a professional services agreement with SystemWorks, LLC for Fire Station No. 4 building commissioning services.

EXECUTIVE SUMMARY:

State Energy Code requires the City's facility to undergo a full building commissioning to ensure compliance. The city received multiple quotes from vendors that provide this service, and staff recommends award to SystemWorks, LLC as the best value for the project in the amount of $62,950.00.

FISCAL IMPACT: **No**

Funding for this work was specifically included in the City Council approved 2024-2028 Capital Improvement Program (CIP).

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Proposal

PROPOSAL

COMMISSIONING SERVICES

City of Ankeny

Fire Station #4

MEP and Building Enclosure Commissioning

SystemWorks LLC
Commissioning Sustainable Buildings

SystemWorks LLC | 409 Fifth Street, West Des Moines, IA 50265 | **phone:** 515.975.0575 | **fax:** 515.255.1155

Scope of Work – HVAC Systems

SystemWorks HVAC Systems Commissioning process exceeds the requirements set forth by the City of Ankeny for IECC 2012 Energy Code Verifications/C408 Systems Commissioning. As such, the documentation generated throughout this process will be provided to the City upon completion of the project to satisfy their requirements.

MEP SYSTEMS TO BE COMMISSIONED

- HVAC Systems
  - Geothermal Loop System
  - Geothermal Heat Pumps (14)
  - Dedicated Outside Air System
  - MAU-1, EF-1 & 4, and Motor-Operated Damper
  - MAU-2, KEF-3
  - EF-2, Motor-Operated Damper and CO/NO2 Detection System
  - Gas-fired Unit Heaters
  - Gas-fired Radiant Tube Heaters
  - Electric Unit Heaters
  - High Volume Low Speed Fans (2)
- Electrical Systems
  - Interior Lighting & Daylighting Controls (25% sampling)
  - Generator (Existing, owner provided) and Loss of Power Test
- Verification of BAS Control System Features (Graphics, Trending, Alarming, Operations, etc.)
- Systems Not Included: Fire Sprinkler/Alarm/Protection System, Fuel Management & Pumping System

CONSTRUCTION PHASE SCOPE

- Provide Division 01 91 13 Specifications for inclusion in Bid Drawings via Addendum/ASI
- Lead and document a Commissioning Kickoff Meeting with the contractors.
  - Review the commissioning requirements
  - Distribute and review the Commissioning Plan
- Commissioning Status Meeting – Prior to start of functional testing
- Coordinate a Building Automation System Review Meeting. The purpose of this meeting is to review the sequence of operation of the building's systems with the mechanical engineer, owner, control contractor and commissioning agent. This offers an opportunity for the team to discuss, resolve questions and ensure that the controls programming is written with the engineer's intent and owner's requirements in mind.
  - This is typically performed as part of the BAS submittal review process, however this may be held closer to controls installation and programming to better ensure the design intent is implemented.
- SystemWorks will visit the site during construction prior to function testing to review the mechanical systems installation.

- Emphasis will be placed on mechanical system installation details to identify potential issues during construction before installation is complete, systems are covered or filled.
- These Cx site visits will be documented with a report sent to the entire team.
- SystemWorks will witness Equipment Start-Ups at discretion during site visits.
- Additional site visits may be recommended or requested as necessary.
- Four (4) total site visits are anticipated, increasing in frequency as construction progresses.

- Prepare project-specific Functional Test Procedures.

FIELD TESTING PHASE SCOPE

SystemWorks will verify that the building's HVAC and lighting systems are installed, calibrated and perform according to the owner's requirements, basis of design (BOD), control sequences and construction documents. SystemWorks will perform functional tests based on the sequences of operation to verify functional performance of the systems outlined in the Commissioning Plan. SystemWorks will:

- Step through the controls programming to verify sequences of operation for the HVAC systems to be commissioned. SystemWorks will simulate alarm/failure conditions and verify a sampling of point-to-point mapping and sensor calibration.
- The DOAS, Geothermal System and other primary, critical or unique equipment will be tested 100%. Other systems will be sampled as indicated under Systems to be Commissioned. For heat pumps, our approach is to run heating and cooling summaries on the building automation system to confirm high-level functionality of all units, and then select a subset for full functional performance testing focused on units that were underperforming.
- Review system installation compared with plans and approved drawings.
- Generate and utilize an Issue Log to track deficiencies and verify corrections are accomplished.

ACCEPTANCE PHASE SCOPE

- An electronic Final Commissioning Report will be provided to the Owner, detailing the commissioning process, results of functional testing, and the final Issues Log.

Scope of Work – Building Enclosure Systems

SystemWorks Building Enclosure Commissioning process exceeds the requirements set forth by the City of Ankeny for IECC 2012 Energy Code Verifications. As such, the documentation generated throughout this process will be provided to the City upon completion of the project to satisfy their requirements.

CONSTRUCTION PHASE

During construction, SystemWorks will:

- Provide the Building Enclosure Functional Performance Testing and Building Enclosure Commissioning Specifications, 01 9117 and 01 9119 for inclusion in the project documents via Addendum or ASI.
- Review shop drawings, product data, and other submittals relative to the building enclosure systems, and provide comments to the team as deemed necessary. Reviews will be focused on compatibility, constructability, conformance with the specification, and performance.
    - Reviews will be concurrent with the design team
    - If a manufacturer or reputable group, such as a testing laboratory, does not have published information regarding a product's compatibility or incompatibility with another specific product the submitting contractor will be asked to request that information.
- Participate in Construction Kick-off meetings with the appropriate enclosure trades to review the proposed sequence of construction, coordination between trades, and material compatibility. This preliminary review will allow for confirmation or modification of the installation process thereby reducing potential rework and helping to ensure the project is completed on time.
- Verify the quality of installed products through on-site observations and functional performance testing

SITE OBSERVATIONS

Based on review of the current documents, we have projected 6 (six) site visits throughout construction, with special considerations noted below. Multiple enclosure systems will be reviewed in a single site visit when concurrent work is occurring in multiple areas. A Site Observation Report will be provided following each site visit. The following tests will be performed at SystemWorks' discretion during site observations; there are no specific requirements in the specification for independent testing of the spray polyurethane foam, weather barrier or air barrier.

- ASTM C1193 / ASTM C1521-13
    - Standard Guide for Use of Joint Sealants / Standard Practice for Evaluating Adhesion of Installed Weatherproofing Joint Sealants
- ASTM D1622
    - Standard Test Method for Apparent Density of Rigid Cellular Plastics
- ASTM D4541 (and D7234 for concrete substrates)
    - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers

ON SITE TESTING

SystemWorks has the tools and resources to conduct common quality assurance tests on the enclosure systems, and will perform the following tests during site observations:

- ASTM C1521
    - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints

In addition to the Site Observations during construction, SystemWorks anticipates performing several AAMA 501.2 water spray tests on finished glazing systems. The locations to be tested will be finalized with the design and construction team.

- AAMA 501.2
    - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls and Glazing Systems
    - Three (3) days of on-site testing are included to test an estimated: 1x W1, 2x W2, 1x W3, 3x W5, 2x W6.

ACCEPTANCE PHASE

- An electronic Final Commissioning Report will be provided to the Owner, detailing the commissioning process, results of testing, and the final Issues Log.

OPPOSITE SEASON TESTING AND 10-MONTH REVIEW (ADDITIONAL SERVICES)

Prior to the end of the equipment's first year under warranty, SystemWorks will return to the site to perform an additional review of the commissioned system.

- HVAC Systems: Many of the operating conditions are simulated during the initial tests, and this provides an opportunity to verify performance under actual conditions. Additionally, SystemWorks will use random sampling and trend data reviews to re-verify systems are functioning as expected.
- Enclosure Systems: Invasive or non-invasive test methods may be utilized to ensure the integrity of systems, but not without the approval of the Architect and the Owner, and with clear direction as to who would be responsible for making any repairs.

COMMISSIONING CLARIFICATIONS

- Design responsibility remains with the Engineer of Record and Architect of Record
- Subcontractor Coordination – SystemWorks will coordinate commissioning activities with the construction manager. SystemWorks will not be responsible for providing direction to subcontractors.
- SystemWorks has not included time to participate in weekly construction meetings.
- SystemWorks has not included time for other trades (mechanical, controls, etc.) or high lifts.
- Reasonable time has been included for re-testing critical MEP issues once they are stated complete. If issues fail a retest or back-check, additional time required to verify corrections will be considered additional services.
- SystemWorks will require assistance from the control contractor's technician for access to the BAS
- SystemWorks is not anticipating performing the following tests: AAMA 502, AAMA 503, ASTM E1103, ASTM E783, Electronic Leak Detection or Roof Flood Testing, and ASTM E779.
- IECC 2012 C408 Energy Code Systems Commissioning Report will be provided to the City of Ankeny

Fee Proposal

By and Between:

SystemWorks LLC
409 Fifth Street
West Des Moines, Iowa 50265

and

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

SystemWorks is pleased to provide this proposal for review and consideration.

COMMISSIONING SERVICES

Ankeny New FS#4	Fee	Reimbursables	Accepted
HVAC Systems Commissioning	$ 30,850	*Included*	Yes | No
Building Enclosure Commissioning	$ 32,100	*Included*	Yes | No
~~10-Month Warranty Review/Opposite Season Testing~~	~~$ 4,800~~	~~*Included*~~	~~Yes | No~~

ADDITIONAL SERVICES

SystemWorks will not perform additional work beyond that which is outlined in this proposal, without prior approval of the contract holder. For work that is requested beyond the proposed Scope of Work, SystemWorks will provide additional labor at $135/hour.

This proposal dated April 29, 2024, is effective through June 1, 2024.

We appreciate your consideration of this proposal and hope to have the opportunity to work with you on these projects. Please contact us if you have any questions or concerns.

SystemWorks LLC

Andrew Bennett

Andrew Bennett, PE, CCP

515-975-0575
Andrew.Bennett@systemworksllc.com

City of Ankeny

_____
Approved By

_____
Title

_____
Date

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the Watercrest Park Expansion project and fixing a date for hearing thereon and taking bids therefor. (date of bid opening: (6/25/24 @ 10:30 A.M. / date of hrg: 7/1/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The Watercrest Park Expansion project improvements include, grading, installation of a new parking lot, sidewalks, trails, open shelter, splash pad, grading, utilities, plantings, seeding and miscellaneous associated 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 shall commence work on the improvements any time after a written Notice to Proceed is issued, no later than July 15th, 2024. The Contractor shall fully complete the overall project no later than April 25th, 2025. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: June 3, 2024

2. Post Notice to Bidders and Notice of Public Hearing: June 5, 2024

3. Publish Notice to Bidders and Notice of Public of Hearing: June 14, 2024

4. Bid Opening (10:30 A.M., Public Services Building): June 25, 2024

5. Public Hearing and Contract Award: July 1, 2024 (Hold Public Hearing on the plans, specifications, form of contract, estimated total cost and enhancement of payment; and review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as June 25, 2024 and setting the public hearing date as July 1, 2024 for the Watercrest Park Expansion project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on June 5, 2024 and to be published in the Des Moines Register on June 14, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Locations Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE WATERCREST PARK EXPANSION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," 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 ORDERING CONSTRUCTION OF THE WATERCREST PARK EXPANSION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Watercrest Park Expansion; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Watercrest Park Expansion, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

Project improvements include, grading, installation of a new parking lot, sidewalks, trails, open shelter, splash pad, grading, utilities, plantings, seeding and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders 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 either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to June 25, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

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 July 1, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, 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 July 1, 2024.

PASSED AND APPROVED this 3rd day of June, 2024.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

WATERCREST PARK EXPANSION

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, and enhancement of payment for the **Watercrest Park Expansion** project at its meeting at **5:30 P.M. on the 1st day of July, 2024,** 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 **25th day of June, 2024,** 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 25th day of June, 2024,** 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 1st day of July, 2024,** 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 July 15th, 2024,** 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 2024.

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 City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, 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 515-963-3520 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

WATERCREST PARK EXPANSION

Project improvements include, grading, installation of a new parking lot, sidewalks, trails, open shelter, splash pad, grading, utilities, plantings, seeding and miscellaneous associated work necessary to complete the project.

The work shall be performed at Watercrest Park, 4320 NW 5th St, Ankeny, IA 50021.

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 **one (1)** year 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 95% of the work completed during a payment period, with the remaining 5% 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 no later than **April 25, 2025.** 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).

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.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **3rd day of June, 2024.**

_____

Mark E. Holm, Mayor

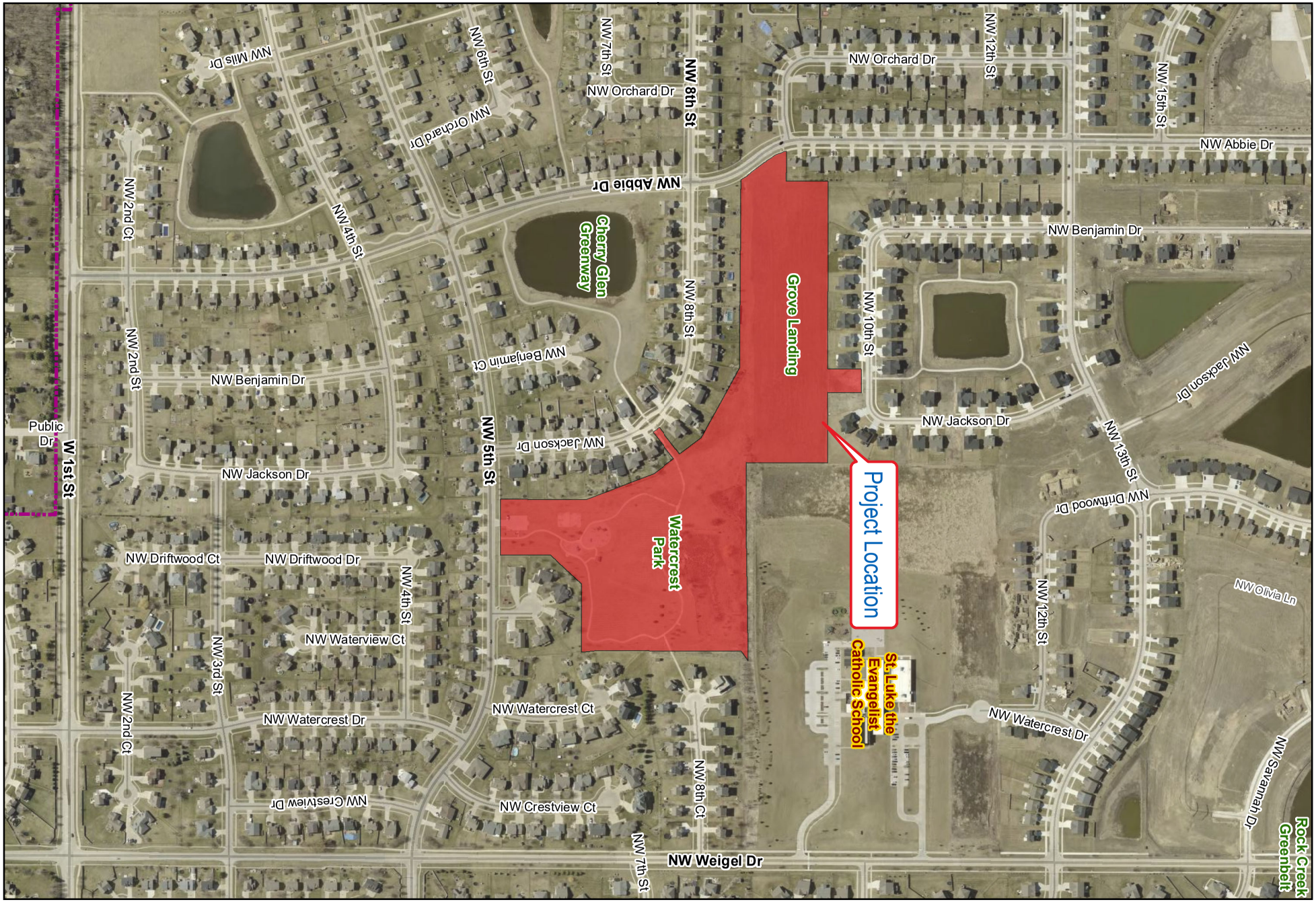
ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **5th day of June, 2024.**

Published in the Des Moines Register the **14th day of June, 2024.**



city of Ankeny
bringing it all together

Watercrest Park Expansion

1 in = 500 ft

Date: 5/29/2024

MUNICIPAL UTILITIES DEPARTMENT

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Police	Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve agreement for crossing guard services for the 2024-2025 and 2025-2026 school years between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

EXECUTIVE SUMMARY:

The City of Ankeny and the Ankeny Community School District desire to renew an agreement with All City Management Services, Inc. for the private crossing guard services for two years beginning July 1, 2024 and ending June 30, 2026.

All costs including retirement, background clearance, training, equipment, workers' compensation insurance, liability insurance, FICA and Medicare taxes, supervision, payroll and management of the crossing guard program will be administered by All City Management Services, Inc. The crossing guards are employees of the contractor, not the City of Ankeny or the Ankeny Community School District.

FISCAL IMPACT: **Yes**

The cost to provide 21 school crossing guards for FY2025 shall not exceed $249,177.60 per year or $124,588.80 each for the City and the Ankeny Community School District. For FY2026 the cost shall not exceed $266,716.80 per year or $133,358.40 each. This represents an increase of 8% for FY2025 and 7% for FY2026.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the agreement for crossing guard services for the 2024-2025 and 2025-2026 school years between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Agreement

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AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 3, 2024 and is between the CITY OF ANKENY (hereinafter called the "City"), the ANKENY COMMUNITY SCHOOL DISTRICT (hereinafter called “ACSD”) and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2024 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City and ACSD as to personnel ready to deploy. City, after consultation with the Ankeny Community School District, agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Crossing guard background check shall include the verification of age, E-Verify, drug screening, and a criminal records check that searches arrests and convictions nationwide. The Contractor shall ensure that background checks, child and dependent adults, and sexual registry background checks are conducted for employees prior to allowing the employee to perform services on behalf of the City of Ankeny and Ankeny Community School District. The contractor shall perform such background checks prior to employment and at least annually thereafter. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City or ACSD.

3. The City’s representative in dealing with the Contractor shall be designated by City of Ankeny. The Ankeny Community School District’s representative shall be designated by the Ankeny Community School District.

4. The City, in consultation with the Ankeny Community School District, shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

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5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City and Ankeny Community School District a Certificate of Insurance naming both parties and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and/or Ankeny Community School District and shall not call on the City's or ACSD insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City and ACSD, its officers, agents and interest of the City and/or ACSD. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City and ACSD.

11. Contractor agrees to defend, indemnify and hold harmless the City and ACSD, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City or ACSD, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to

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pay City and/or ACSD, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City or ACSD, liability will be apportioned between Contractor, City and/or ACSD based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City and ACSD.

14. The City and ACSD jointly agree to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Ninety-six Cents **($32.96)** per hour, per Crossing Guard during the 2024-2025 school year. Contractor shall invoice the City and ACSD each the sum equal to fifty percent (50%) of the total costs. Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. It is understood and agreed that the cost for providing Seven Thousand Five Hundred and Sixty (7,560) hours of service the cost shall not exceed Two Hundred Forty-nine Thousand, One Hundred Seventy-eight Dollars ($249,178.00) for the 2024-2025 school year or One Hundred Twenty-four Thousand, Five Hundred and Eighty-nine Dollars ($124,589.00) for each the City and ACSD.

The City and ACSD jointly agree to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-five Dollars and Twenty-eight Cents **($35.28)** per hour, per Crossing Guard during the 2025-2026 school year. Contractor shall invoice the City and ACSD each the sum equal to fifty percent (50%) of the total costs. Contractor shall bill a minimum of 2.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. It is understood and agreed that the cost for providing Seven Thousand Five Hundred and Sixty (7,560) hours of service the cost shall not exceed Two Hundred Sixty-six Thousand, Seven Hundred Eighteen Dollars ($266,718.00) for the 2025-2026 school year or One Hundred Thirty-three Thousand, Three Hundred and Fifty-nine Dollars ($133,359.00) for each the City and ACSD.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City and ACSD with 60 days-notice of its request to increase pricing. City and ACSD agrees to review and respond to said notice within 30 days of receipt.

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17. The City and ACSD jointly shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY

City of Ankeny

By_____
Signature

_____
Print Name and Title

Date_____

CONTRACTOR

All City Management Services, Inc.

By_____
D. Farwell, Corporate Secretary

Date_____

ANKENY COMMUNITY SCHOOL DISTRICT

By Katie Claeys
Signature

Katie Claeys School Board President
Print Name and Title

Date 5/20/2024 | 5:03 PM PDT

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to accept funding from the U.S. Department of Energy for the Energy Efficiency & Conservation Block Grant Program.

EXECUTIVE SUMMARY:

In February 2024**,** The City of Ankeny submitted a project application for an LED retrofit of the Police campus to the U.S. Department of Energy (DOE) for the Energy Efficiency & Conservation Block Grant Program (EECBG). Staff received notification from DOE staff that the City's proposed project to retrofit the Police campus at 411 SW Ordnance Rd. with LED lighting was approved and that the City can now proceed with equipment purchase and installation for FY2025.

This project would consist of the replacement of existing light fixtures at the police facility with more efficient LED lights and energy efficient improvements.

Staff recommends that the City Council accept the EECBG Program funding and recommended use of the funding for the LED retrofit at the Police campus.

FISCAL IMPACT: **Yes**

No matching funds towards the proposed equipment purchase would be required by the DOE. The estimated cost of these improvements is anticipated to be below the $124,300 allocation the City was awarded which would cover the entire cost of the LED equipment. These grant monies would be available for construction in FY 2025.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends that the City Council adopt a resolution authorizing the City of Ankeny to accept funding from the U.S. Department of Energy for the Energy Efficiency & Conservation Block Grant Program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2024-062 was approved by City Council on February 19, 2024 authorizing the City Manager's Office to submit a grant application for the Energy Efficiency & Conservation Block Grant Program through the US Department of Energy.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution - EECBG Award Acceptance

RESOLUTION 2024-

RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF ENERGY FOR THE ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT PROGRAM THROUGH THE US DEPARTMENT OF ENERGY

WHEREAS, the City of Ankeny received notification of award through the Office of State and Community Energy Programs for the Energy Efficiency and Conservation Block Grant Program in the amount of $124,300; and

WHEREAS, these funds are designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency; and

WHEREAS, the City of Ankeny will use the funds to replace lighting at the Police facility with energy efficient lighting technologies including light emitting diodes (LED); or any other technology of equal or greater energy efficiency; and

WHEREAS, the City of Ankeny is not required to provide a match.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Manager or their designee is authorized to execute any and all documents required for accepting funds on behalf of the City for the Energy Efficiency and Conservation Block Grant.

Passed and approved the 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

Attest:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** setting public hearing on an amendment to an existing development agreement between the City of Ankeny and MCF Operating, LLC (dba Mrs. Clark's Foods). (date of hrg: 6/17/2024 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

MCF Operating, LLC committed to creating 19 new jobs within 36 months of approval of their development agreement approved by the City Council on September 21, 2020. This development agreement provided TIF rebates to support the project and outlined the terms of their award, which included claw back provisions. They have created seven new jobs over the past 36 months and have requested a 12 month extension to allow for additional time to meet the new jobs requirement of their agreement. The proposed extension and amendment will provide them four years to create the positions and one year to maintain the positions. The original agreement required them to create the positions within three years and maintain the positions for two years.

FISCAL IMPACT: **No**

In lieu of withholding rebate payments, the company will have additional time to create new jobs. Rebate

payments may still be withheld if job creation targets are not met by September 21, 2024.

CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for June 17, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on September 21, 2020.

PUBLIC OUTREACH EFFORTS:

Public hearing on the original development agreement was held on September 21, 2020.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
MCF Operating Reso
MCF Operating NOH

RESOLUTION XX-XXX

A RESOLUTION SETTING A PUBLIC HEARING ON AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & MCF OPERATING, LLC (dba MRS. CLARK'S FOODS)

WHEREAS, The City Council approved a development agreement with MCF Operating, LLC (dba Mrs. Clark's Foods) on September, 21, 2020 providing incentives for an approximately 60,000 square foot warehouse and production space expansion located at 740 Dalbey Drive, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

WHEREAS, the agreement required MCF Operating, LLC to create nineteen (19) new jobs at specific wages within thirty-six (36) months of approval of the agreement; and

WHEREAS, MCF Operating, LLC has requested a twelve (12) month extension to provide additional time to create the new jobs pledged as part of their original agreement; and

WHEREAS, city staff has amended the existing development agreement between the City of Ankeny and MCF Operating, LLC to provide MCF Operating, LLC a total of 48 months to create the new jobs pledged in their original development agreement; and

WHEREAS, the City Council will consider approval of an amendment to an existing development agreement with MCF Operating, LLC to provide MCF Operating, LLC a 12-month extension to create the new jobs pledged in their original development agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed amended development agreement for June 17th, 2024 at 5:30 p.m.

Passed and approved this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

_____, City Clerk
Michelle Yuska

NOTICE OF HEARING ON PROPOSAL TO AMEND AN EXISTING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY AND MCF OPERATING, LLC

The City Council of the City of Ankeny, Iowa, will meet on the 17th day of June, 2024, at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 at 5:30 p.m., for the purpose of considering approval of an amended development agreement with MCF Operating, LLC. The amended development agreement will amend the timeline for which MCF Operating, LLC is required to create new jobs at specific wages, as outlined in the original development agreement.

At the aforementioned time and place, oral or written comments may be filed or made on the proposal to enter into the Amended Development Agreement. After said hearing, the City may take action on said Development Agreement.

DATED this 3rd day of June, 2024.

_____

Mark E. Holm, Mayor

Attest:

_____

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 7th day of June, 2024.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to authorize the Mayor to execute an agreement with the Iowa Department of Transportation for a RISE grant for the extension of SE Creekview Drive in the Metro North Business Park.

EXECUTIVE SUMMARY:

The City Council approved submitting a RISE grant application to the Iowa DOT for extension of SE Creekview Drive in the Metro North Business Park on January 16, 2024.

The Iowa DOT recently awarded the City a RISE grant in the amount of $767,640 for the extension of SE Creekview Drive in the Metro North Business Park. The approximately 1,200 foot extension will open up 85 acres of new development land, creating eight new lots north and east of the Tone's facility. Lot sizes range from three acres to more than 60 acres. The approximately $1.8 million project is expected to begin by early 2025, with completion expected later the same year. This grant agreement between the City and DOT and is the first step in moving this project forward. Staff is working with Denny Elwell Company on a reimbursement agreement for design services. A second reimbursement agreement for construction will be

drafted and brought forward this fall, prior to construction commencing. This reimbursement model and the supporting agreements are modeled after the last RISE project we did with the owners of the Crosswinds Business Park, where the property owner's funds were deposited in an escrow account prior to the City awarding any contracts. The RISE grant funds and the property owners' contribution will cover 100% of the project costs.

FISCAL IMPACT: **No**

Project costs are 100% covered by the RISE grant and reimbursement agreements with property owner. City staff will oversee the design, engineering, construction and grant/funding agreements with the DOT and property owner.

CITY MANAGER'S RECOMMENDATIONS:

To approve the IDOT RISE grant agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council approved a resolution supporting the RISE application for this project at their January 16, 2024 meeting.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
IDOT RISE Agreement MetroNorth

Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project

RECIPIENT: Ankeny

PROJECT NO: RM-0187(654)--9D-77

IOWA DOT AGREEMENT NO.: 2024-R-004

This is an agreement between Ankeny (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. TD-2024-40 on March 12,2024.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of approximately 1,195 feet of SE Creekview Drive located on the southeast side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Derek Lord, Economic Development Director, City of Ankeny, 410 W First Street, Ankeny, IA 50023, dlord@ankenyiowa.gov, 515-965-6430.

3. The Recipient shall be responsible for the development and completion of the following described project:

   Construction of approximately 1,195 feet of SE Creekview Drive located on the southeast side of town.
   This project is necessary to provide access to seven lots totaling more than 25 acres for light industrial purposes. The associated economic development is the majority of the designated development area (25.8 acres in total and shown on Exhibit A) will be developed with RISE eligible land uses.

   See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

City RISE Funds (City):	$767,640
City Local Contribution:	$767,639
Project Total:	$1,535,279

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.

6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above $767,640 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.

7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.

8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.

9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.

10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.

13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.

15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.

16. This agreement is not assignable without the prior written consent of the DOT.

17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:

    A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.

    B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.

    C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

    D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to comply with all state and local environmental requirements and regulations before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on

Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.

20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

    The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

    The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.

25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make

such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.

26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.

27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.

28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

    In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

    Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.

31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.

32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.

33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.

34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.

38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.

39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-R-004 as of the date shown opposite its signature below.

RECIPIENT: Ankeny

By: _____ Date_____, _____

Title: ___Mayor_____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of_____, _____.

Signed: _____

City Clerk of Ankeny, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____ ___, 20__
Garrett Pedersen
Director
Systems Planning Bureau

Exhibit A

Project Site Map:

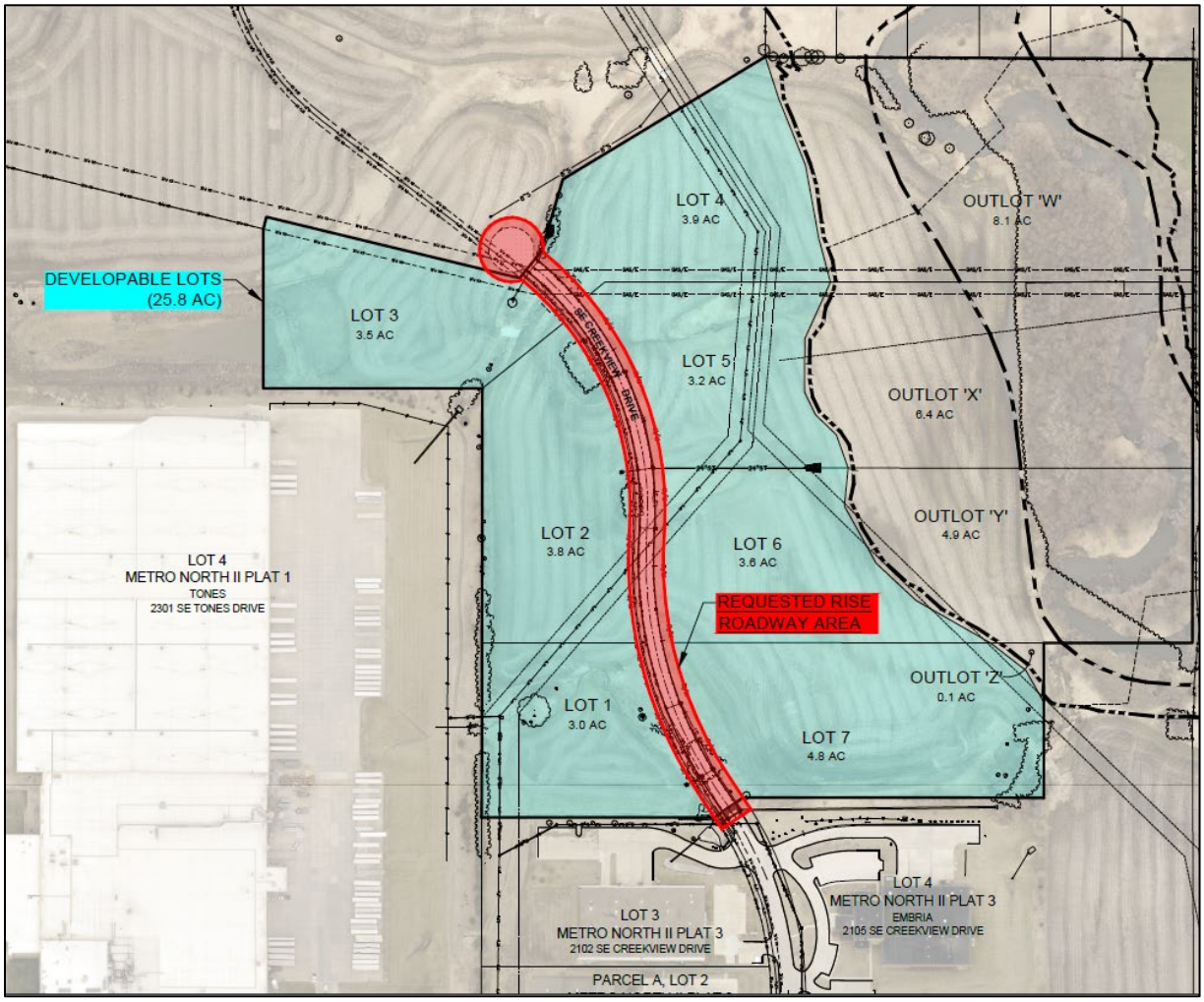


Exhibit B

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.

b. Bridge and culvert repair, modernization, replacement or initial construction.

c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.

d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.

e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.

f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.

g. Construction or improvement of motorist rest areas, welcome centers and information centers.

h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.

i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.

j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.

l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

Exhibit C

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

a. Any and all costs incurred prior to a funding commitment by the commission notwithstanding rule 761—163.9(315).

b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.

c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.

d. Overhead and operating costs associated with eligible project activities, including auditing.

e. Expenses associated with the preparation and submission of applications for RISE funding.

f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.

g. Traffic signalization, except as an integral part of a roadway project.

h. Pavement marking and traffic signs, except as an integral part of a roadway project.

i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.

j. Safety appurtenances, except as an integral part of a roadway project.

k. Lighting, except as an integral part of a roadway project.

l. Lighting energy and maintenance costs.

m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.

n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.

o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.

p. Purchase of furnishings, construction equipment and personal property.

q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.

r. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date:	March 12, 2024
Design Completion:	October 2024
Letting/Bid Date:	January 2025
Project Closeout:	August 2025

Exhibit E

CONTRACT PROVISION

Targeted Small Business (TSB)
Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2023

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

   A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

   In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

   Available from: Iowa Economic Development Authority
   Targeted Small Business Certification Program
   1963 Bell Ave.
   Suite 200
   Des Moines, IA 50315
   Phone: (515-348-6193)
   Website: https://www.iowaeda.com/small-business/targeted-small-business/

4. THE CONTRACTOR'S TSB POLICY

   The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

   > It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

   The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

   A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6193) to identify potential material suppliers, manufacturers and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
2) Work to be subcontracted to a TSB; or
3) Any other commercially useful function.

B. The contractor may count:

1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

1) Name(s) of the TSB(s) contacted regarding subcontractable items.
2) Date of the contract.
3) Whether or not a TSB bid/quotation was received.
4) Whether or not the TSB's bid/quotation was used.
5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
4) Were initial solicitations of interested TSBs followed up?
5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSINGED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:
https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)

PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6193) or from its website at: https://www.iowaeda.com/small-business/targeted-small-business/

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010:
https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? □YES □NO

   If no, explain _____

2. Were qualified TSB firms notified of project? □ YES □ NO

   If yes, by □ letter, □ telephone, □ personal contact, or □ other (specify) _____

   If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? □ YES □ NO

   If no, explain_____

4. Was a goal or percentage established for TSB participation? □ YES □ NO

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? □ YES □ NO

   If no, what action was taken by Recipient? _____

   Is documentation in files? □ YES □ NO

6. What was the dollar amount reimbursed to the Recipient
   from the Iowa Department of Transportation? $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s)_____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? □ YES □ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature Date

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve agreement with Barkpass, LLC for pet Licensing software as a Service (SaaS).

EXECUTIVE SUMMARY:

Barkpass, LLC is a user friendly, dedicated software for pet licensing and dog park pass issuance with an online payment portal. Barkpass, LLC provides 24/7 - 7 day a week online licensing, utilizing Stipe, a third-party payment processor, which follows Payment Card Industry Security Standards. Barkpass will link directly to the City's website.

The City transitioned to Barkpass, LLC from PetData in 2023 and initial agreement is set to expire June 30, 2024. Staff is in agreemnt that the initial year of operation was successful and is proposing a new two-year agreement, with an additional two-year rollover period. This agreement may be terminated by either party providing written notice 30 days before renewal or by mutual consent.

Fees are to remain the same for services. The Barkpass annual subscription fee is $ 1,788.00. Barkpass receives 2.1% of the transaction and Strip receives 2.9% plus .30.

FISCAL IMPACT: **Yes**

Since inception, the City has paid about approximately $1,300 in Barkpass fees. Total annual expenses associated with animal licensing is approximately $8,600.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council approved initial Barkpass, LLC agreement on May 1, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Agreement

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on May 1, 2024, between Barkpass, LLC, an Iowa Limited Liability Company, hereinafter referred to as "Barkpass", and City of Ankeny, Iowa, a governmental entity located at 1210 NW Prairie Ridge Dr, Ankeny, Iowa, 50023, hereinafter referred to as "Client".

BACKGROUND

Barkpass offers dog park and pet licensing services to private organizations and municipalities. Such services are provided through a Software as a Service business model and is a cloud-hosted service designed for ease of use for pet owners to subscribe to and use the services provided. Client seeks to enter into an agreement with Barkpass to utilize the services for their dog park and licensing needs.

1. SERVICES

1.1 **Services:** Barkpass shall provide Client with its software-as-a-service ("SaaS") solution, allowing the management of subscriptions for pet owners desiring to utilize governmental resources (hereinafter referred to as the "Services").

1.2 **Terms of Service:** The use of the service is governed by Terms of Service published at https://admin.barkpass.com/terms-of-service which are hereby incorporated by reference and updated from time to time ("TOS"). In the event of any conflict or inconsistency between the TOS and this Agreement, the terms of this Agreement shall prevail.

2. TERM AND TERMINATION

2.1 This Agreement will commence on the Effective Date and continue for twenty-four (24) months unless terminated earlier as provided herein.

2.2 This agreement may be renewed for an additional twenty-four (24) months upon written confirmation by both parties.

2.3 This agreement may be terminated by either party providing written notice 30 days or by mutual consent.

3. FEES

3.1 Fees for the Services are as set forth in Addendum A ("Fees"). Payment terms are net 30 days from the date of the invoice.

4. CONFIDENTIALITY AND THIRD-PARTY SERVICES

4.1 **Confidential Information:** Unless otherwise provided by law, both parties agree to keep all confidential information they receive from the other party confidential, and to use it solely for the purpose of providing or receiving the Services.

4.2 **Third-party Service Providers:** Barkpass may utilize third-party service providers ("Service Providers") to deliver certain components of the Services. These Service Providers may require access to certain confidential information to fulfill their obligations.

4.2.1 **Service Agreements:** Barkpass ensures that all Service Providers are bound by service agreements that contain confidentiality provisions at least as protective as those set forth in this Agreement. Barkpass shall remain responsible for its Service Providers' compliance with such confidentiality provisions.

4.2.2 **Data Sharing:** Client acknowledges that, while all commercially reasonable efforts will be made to ensure the confidentiality of Client data, some data may be made available to Service Providers for the purpose of delivering Services or as otherwise described in this Agreement.

4.2.3 **Sharing of Veterinary Records:** Parties acknowledge that Service permits customers to voluntarily share personally identifiable information and veterinary records. Such sharing shall not be treated as Data Sharing under this Agreement.

4.3 **Notification:** In the event of a breach or suspected breach of confidentiality by a Service Provider, Barkpass will notify Client and take commercially reasonable steps to address and rectify such breach.

5. DATA PROTECTION AND INTELLECTUAL PROPERTY

5.1 **Data Protection:** Barkpass will implement and maintain appropriate technical and organizational measures to protect Client data against unauthorized access, destruction, or alteration.

5.2 **Ownership:** All intellectual property rights in and to the Services, including but not limited to software, algorithms, designs, graphics, text, and all other content, created, designed, developed, improved, or provided by Barkpass or its affiliates, licensors, or agents (collectively referred to as the " Barkpass IP"), will remain solely owned by Barkpass. Nothing in this Agreement will be construed as a transfer, assignment, or grant of any rights to any intellectual property of Barkpass, except for the limited rights expressly granted in this Agreement.

5.3 **Acknowledgment:** Client acknowledges and agrees that Barkpass holds all right, title, and interest to any and all intellectual property and proprietary rights throughout the world, and all rights not explicitly granted in this Agreement are reserved by Barkpass.

6. REPRESENTATIONS AND WARRANTIES

6.1 **Affirmative Warranty:** Barkpass represents and warrants that the Services will be provided in a professional manner consistent with industry standards and that the Services will be merchantable for the purposes explicitly defined in this Agreement.

6.2 **Disclaimer of Warranties:** Except for the warranty set forth in Section 6.1 above, Barkpass expressly disclaims all other warranties, whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranties of fitness for a particular purpose, accuracy, and non-infringement. Barkpass does not warrant that the Services will meet all of Client's requirements or that the use of the Services will be uninterrupted or error-free.

6.3 **Limitation on Remedies:** The Client acknowledges and agrees that its sole remedy for any breach of the warranty set forth in Section 6.1 will be, at Barkpass's option, the re-provision of the nonconforming Services or a refund of the fees paid for such nonconforming Services.

6.4 **Client Acknowledgment:** The Client acknowledges that it has relied on no warranties other than the express warranty in Section 6.1 and that no warranties are made by any of Barkpass's suppliers.

7. LIMITATION OF LIABILITY

7.1 Neither party will be liable to the other for any lost profits or indirect, special, incidental, consequential, or punitive damages.

8. INDEMNIFICATION

8.1 To the extent allowed by law, each party will indemnify, defend, and hold harmless the other party from and against any claims, losses, damages, liabilities, including attorney's fees and costs, arising out of or relating to the breach of their respective obligations under this Agreement.

9. FORCE MAJEURE

9.1 Neither party will be held liable for any failure or delay in performance due in whole or in part to any cause beyond their reasonable control, including but not limited to acts of God, natural disasters, wars, strikes, or shortages.

10. MISCELLANEOUS

10.1 This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended only in writing signed by both parties.

10.2 This Agreement is governed by the laws of Iowa, without regard to its conflict of laws rules.

10.3 If any portion of this Agreement is held invalid or unenforceable, the remaining portions shall continue in full force and effect.

MASTER SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Barkpass, LLC

By: _____

Name: Brianne Larson, Member Date: 5/30/2024

By: _____

Name: Josh Larson, Member Date: 5/30/2024

City of Ankeny

By: _____

Name: _____ Title: _____ Date: _____

Addendum A
Fees

Fees to access the Barkpass Service are:

- Subscription fee of $149.00 per month, plus
- Transaction fee of 5% of the transaction amount and 30¢ per transaction.
- A valid payment method must be kept on file to pay for incurred and recurring fees or an invoice can be sent to you for payment via check.
- Subscription fees are billed monthly or annually from the start of the Term. Transaction fees are processed at the time of the sale.
- Barkpass does not offer refunds.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's South Zones with Perficut Commercial Site Management & Landscaping.

EXECUTIVE SUMMARY:

The City of Ankeny Parks & Recreation Department sent our RFB's for the 2024 – 2026 Mowing Services Contract. Contractors had the option to bid the contract in zones, with separate zones eligible for bid. Zones were created and divided to help provide a higher quality service. The North Zone Contract includes all parks, medians and right-of-way areas north of First Street being mowed every seven days. The South Zone Contract includes all parks, medians and right-of-ways areas south of First Street being mowed every seven days. The Facilities Zone Contract includes Prairie Ridge Sports Complex, public facilities and high visibility parks. Each contract is approximately the same size in acreage, frequency and demand.

Original bids were opened Friday, January 26, 2024, with the "South Zone" contract being awarded to ADA Mowing at the February 5, 2024, City Council meeting. ADA Mowing has recently informed the City

that they will no longer be able to provide mowing services and have stated June 7, 2024, as their last day.

Staff reached out to the next lowest bidder from January 26, 2024 and Perficut has the capacity to mow the "South Zone". The new agreement being proposed with Perficut is scheduled to begin June 8, 2024.

The North (A Cut Above) and Facilities Zones (Sustainable Sites Snow and Maintenance) remain unaltered.

FISCAL IMPACT: **Yes**

Annual contracted amount for South Zone services of $330,825.60.

CITY MANAGER'S RECOMMENDATIONS:

Approve mowing contract with Perficut for South Zones.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Terms & Conditions
Bid Tab 1/26/2024
Letter of Agreement

RESOLUTION 2024 –

A RESOLUTION APPROVING A MOWING CONTRACT FOR ANKENY'S SOUTH ZONE, BETWEEN THE CITY OF ANKENY AND "PERFICUT", OF DES MOINES, IOWA

WHEREAS, the City of Ankeny sent out Request For Bids to contractors for the South Zone in Ankeny with said zone defined as all parks, medians, and right-of-way areas south of First Street, and;

WHEREAS, eight contractors bid on the South Zone mowing, and;

WHEREAS, "Perficut", a mowing contractor from Des Moines, Iowa submitted a bid price of $330,825.60 for the South Zone.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby award the Ankeny South Zone Mowing Contract to "Perficut" of Des Moines, Iowa, and that the Mayor hereby is authorized to sign said contract.

DATED this 3rd day of June 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

city of Ankeny
bringing it all together

9:36am RECEIVED
JAN 26 2024
CITY OF ANKENY

REQUEST FOR BID

2024 - 2026 MOWING SERVICES

CITY OF ANKENY, IOWA

January 2nd, 2024

You are invited to submit a bid for a 3-year mowing contract as requested by the City of Ankeny, Iowa. The City of Ankeny will be contracting for mowing services on specific public right-of-ways, facilities and parks totaling approximately 511 acres for the 2024 - 2026 mowing seasons.

Name of the Bid	2024 - 2026 Mowing Services
Deadline for Bid Submittal	Friday, January 26, 2024 by 10:30 a.m.
Bids Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023

INSTRUCTIONS TO BIDDERS

Method of Submittal	Mail Delivery, In Person Faxed bids are not acceptable.
Primary Contact Person	Todd Schenck, Parks & Facilities Administrator
E-mail Address	tschenck@ankenyiowa.gov
Phone/ Fax Numbers	Phone: (515) 963-3578
Secondary Contact Person	Nick Lenox, Parks & Recreation Director
E-mail Address	nlenox@ankenyiowa.gov
Phone/ Fax Numbers	Phone: (515) 963-3576 Fax: (515) 965-6719

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

After an award is made, and upon completion of City Council approval on Monday, February 5, 2024, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the phone or before award has been made. **No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening date.**

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City Attorney.

DOCUMENTS TO BE SUBMITTED WITH THIS BID
1. Vendor Qualifications Form – pages 7 - 8
2. Bid Submittal Forms A, B, & C – pages 9 – 11
3. Signature Page - page 12
4. Insurance Certificate (requirements listed on page 13)

SPECIAL TERMS AND CONDITIONS

The City of Ankeny is receiving bids for a mowing contract on specific public right-of-ways, facilities and parks in the City of Ankeny for the 2024 - 2026 mowing seasons. The City will be contracting for mowing on 3 parcels, totaling approximately 511 acres. Incidental maintenance activities as part of this contract include litter collection and disposal, collection of grass clippings and disposal at certain properties, grass trimming and edging.

As proposed, the mowing contract for the attached City property lists *(Refer to Attachments A. B. &C)* will be awarded to the lowest qualified contractors for three (3) years, April 2024 through October 2026, with the option to extend the agreement for up to three (3) additional one-year time periods. It is the City's intent to award each section of the mowing contract (*Attachments A, B, and C*) to different contractors due to the large number of acres and short turn-around times between mowings.

BILLING PROCEDURES

The contractors awarded a contract with the City of Ankeny shall specify on the invoice or bill the date the work was performed, site locations mowed, and contract cost per acre. Invoices or bills for payment must be submitted at two-week intervals. Upon submission, the sites maintained will be inspected and if in conformance with the specifications, payment will be issued. Any sites that don't meet the standards set forth may encounter forfeitures in full or partial payment.

Billing Address:
City of Ankeny
Finance Department
410 West First Street
Ankeny, Iowa 50023-1557

Should work under the contract result in necessity of replacing any fixed amenities or vegetation such as sod, shrubs, trees, flowers or other plant material on the contract properties due to the negligence of the Contractor, the Contractor shall be responsible for restoring or for incurring the cost of restoration or replacement of the damaged properties. Restoration payment will be deducted from the monies due the Contractor.

SURCHARGES

Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

AWARD CRITERIA

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City. The selected bid will be awarded based off a combination of pricing, experience, references, and available work capacity.

This Request for Bid along with a Letter of Agreement, prepared by the City and signed by the City Mayor, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. **The City reserves the right to add or subtract acres during the contract period with no change in the contract base price.**

CONTRACTOR HOLD HARMLESS

In the performance of this Contract, the Contractor shall be deemed to be an independent contractor, and shall hold harmless, indemnify and defend the City from any and all liability claims, losses, or damage arising out of or alleged to arise from the Contractor's negligence in the performance of its work, but not including liability that may be due to the sole negligence of the City, or agents, or employees of the City. Contractor will use its best efforts to ensure that the users of all power equipment and/or maintenance tools will use every caution in the use of these pieces of equipment so as to protect all persons in the immediate vicinity.

CITY'S RIGHT TO TERMINATE CONTRACT

The City may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days notice may terminate employment of Contractor for any of the following reasons:

- Contractor makes a general assignment for benefit of creditors, or is adjudged as bankrupt
- Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted to provide enough skilled workers or proper materials/equipment
- Contractor fails to make prompt payment to subcontractors for material or labor
- Contractor persistently disregards laws and ordinances or instructions of the Parks and Recreation Director
- Contractor violates a provision of contract

CONTRACTOR'S EMPLOYEES

Upon award of agreement, the contractor shall submit a background check for each individual performing work under this contract.

It is mandatory that all contractor employees submit to an Ankeny Police Department background check prior to being granted clearance to work at any City of Ankeny-owned property. Contractor's personnel must undergo and complete all stages of the security review before the March 15, 2024 agreement start date. For the duration of the agreement, any new contractor employees must also undergo and complete all stages of the security check at least seven (7) days before they will be allowed to work at City-owned properties and perform services.

Contractor shall comply with all applicable federal, state, and local regulations and ordinances including but not limited to Equal Opportunity Employment and Sexual Harassment laws. At any point during the contract, the contractor must replace any employee not acceptable to the City for any reason, upon adequate notice stating reason for replacement.

BID SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITIES

A. Litter Collection: Litter shall be collected prior to each mowing. The litter collected shall be deposited in trash receptacles located at the location. If a trash receptacle is not available or debris is too large for proper disposal, collected debris shall be deposited at the Park Maintenance Shop.

B. Grass Cutting: Grass shall be cut at a height of 3" unless specified otherwise. In areas where the grass has been cut and windrows established, it will be the responsibility of the Contractor to re-cut the area redistributing the cuttings. Cuttings need to be directed away from landscape beds. Each mowing shall be done at an angle to the previous mowing.

C. Trimming: Trimming of grass shall be performed at each mowing so that no grass directly touches any concrete or asphalt surfaces or directly touches play equipment, picnic tables, or water fountains in park sites. Grass around trees and shrubs shall be maintained at the same mowing height as the rest of the grass in the area covered under the contract. Shrubs or trees that need to be elevated to allow clearance of equipment should be reported to the Parks & Facilities Administrator by the Contractor. Grass shall be kept trimmed around trees, shrubs, buildings and along edges of walks, curbs and drives. Grass shall be swept or blown off all hard surfaced areas.

D. Mowing in the parks shall be done at the earliest hour practical not to inconvenience citizens utilizing the parks during the day.

E. Safety Specifications: All equipment operated on city streets and public grounds shall be driven in a manner consistent with law and safety standards. Any violation of safety standards may be deemed cause for termination of the contract.

F. Insurance: Proof of insurance in the amount of $2,000,000 per accident or occurrence shall be provided by the Contractor prior to the issuance of the contract to cover any damages arising from the performance of this contract.

G. If the Contractor cannot perform their duties under this contract due to illness, vacation or other reasons, it is the Contractor's responsibility to find another qualified Contractor to perform the work as indicated in the Contractor's bid and to notify the Parks & Facilities Administrator in writing.

H. Contractors, who hire employees to perform any or all portions of this contract, shall pay such employees in accordance with all the laws of the State of Iowa and shall provide Workmen's Compensation and other necessary benefits to comply with the laws of the State of Iowa.

I. Contractor is responsible to collect and lawfully dispose of grass clippings collected from semi-weekly locations: Prairie Ridge Aquatic Center Complex-Irrigated and Cascade Falls Aquatic Center-Irrigated sites.

J. Contractor shall provide all labor, equipment, and all necessary supplies for performing tasks as defined in these specifications. The City will not provide the Contractor equipment or supplies to fulfill the obligations of this contract. During the performance of this contract the Contractor shall be liable for all damages incurred to his/her equipment, public/private property or person(s) working or utilizing the properties.

K. Contractor is required to daily turn in a report (supplied by the City) that reflects those days mowing activities.

MOWING SCHEDULE

A. Semi-weekly sites: Semi-weekly sites will be mowed twice a week. Anticipated start date is the week of April 8, 2024. The final mowing week will be the week ending November 1, 2024. The schedule will be revised annually for the remaining two contract years. For 2024, the estimated number of semi-weekly mowing events is 60. (*See Semi-Weekly Sites – Attachment A)*

B. Weekly sites: Weekly sites will be mowed once a week. Anticipated start date is the week of April 8, 2024. The final mowing week will be the week ending November 1, 2024. The schedule will be revised annually for the remaining two contract years. For 2024, the estimated number of weekly mowing events is 30. *(See Listing Weekly Sites – Attachment A, B, and C)*

C. Prairie Ridge Sports Complex:

- Approximate start date will be toward the week starting March 30, 2024.
  Approximate end date will be the week ending November 8, 2024. Actual schedule will be determined by the Sports Facility Superintendent.
- A specific and detailed mowing schedule for the sports complex is included in Attachment A. (See *Prairie Ridge Sports Complex Mowing Specifications and Frequencies – Attachment A)*
- Mowing frequency may be increased or decreased based on need and weather conditions.

D. Special conditions regarding the mowing contracts:

- The Contractor will be notified by the Parks and Facilities Administrator Todd Schenck on all changes in mowing intervals.
- In the spring, it is possible that the sites will be mowed on a more frequent basis.
- The Contractor may be requested to mow certain sites on specified days set forth by the City.
- The City reserves the right to increase or reduce mowing frequency due to the excessive or substandard growth or climate conditions at any given site.
- The City reserves the right to increase or decrease the number of mowing sites at any time during the period of this contract.
- The City reserves the right to adjust the acres of mowing sites or zones.

2024 - 2026 Mowing Services

Bid Results

	Section A							Section B		Section C	
	Facilities			PRSC		Total PRSC	Total Section A	NORTH	Total Section B	SOUTH	Total Section C
	Semi-weekly sites	Weekly sites	Total Facilities	Semi-weekly sites	Weekly sites						
Sustainable Sites Snow and Maintenance	55.00	55.00	$ 115,203.00	55.00	55.00	$ 83,193.00	$ 198,396.00	55.00	$ 331,501.50	55.00	$ 324,918.00
Perficut	59.00	59.00	$ 123,581.40	59.00	59.00	$ 89,243.40	$ 212,824.80	57	$ 343,556.10	56	$ 330,825.60
Stretch Properties	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.3	$ 351,391.59	58.30	$ 344,413.08
A Cut Above	45.00	45.00	$ 94,257.00	50.00	50.00	$ 75,630.00	$ 169,887.00	40.00	$ 241,092.00	50.00	$ 295,380.00
Iowa Lawn Pro	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.00	$ 349,583.40	60.00	$ 354,456.00
ADA Mowing	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	52.00	$ 313,419.60	51.00	$ 301,287.60
Holder Excavating	105.00	120.00	$ 247,608.00	105.00	120.00	$ 173,394.00	$ 421,002.00	125.00	$ 753,412.50	125.00	$ 738,450.00
MB Lawn Care LLC	30.00	30.00	$ 62,838.00	30.00	30.00	$ 45,378.00	$ 108,216.00	28.00	$ 168,764.40	28.00	$ 165,412.80

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-35

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-35.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Mayoral appointments to Boards and Commissions as follows:

Library Board of Trustees: Reappointments to 4-year term: 7/01/2024 through 6/30/2028

- Gene Lucht
- John Meyer

Polk County Aviation Authority: Reappointment to 4-year term: 7/01/2024 through 6/30/2028

- Jeff Wangsness

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for reappointments to expiring Board and Commission seats.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion approving mayoral appointments to expiring Board and Commission member seats as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2168:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Berwick Holdings, LLC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2168 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2168, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Exhibit
PUD Manual
Aerial Map

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY BERWICK HOLDINGS, LLC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 2nd day of April, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Berwick Holdings, LLC., from the current R-1, One-Family Residence District, to PUD, Planned Unit Development; and

WHEREAS, on the 6th day of May, 2024, 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 irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:

Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.

Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).

Subject to any and all easements and restrictions of record.

LAYMAN'S DESCRIPTION:

Approximately 103.98-acres (+/-) located south of SE Oralabor Road/NE 78th Avenue, east of NE Berwick Drive and north of NE 70th Avenue.

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

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

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

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

PASSED at Ankeny Iowa, this __ day of ___, 2024.

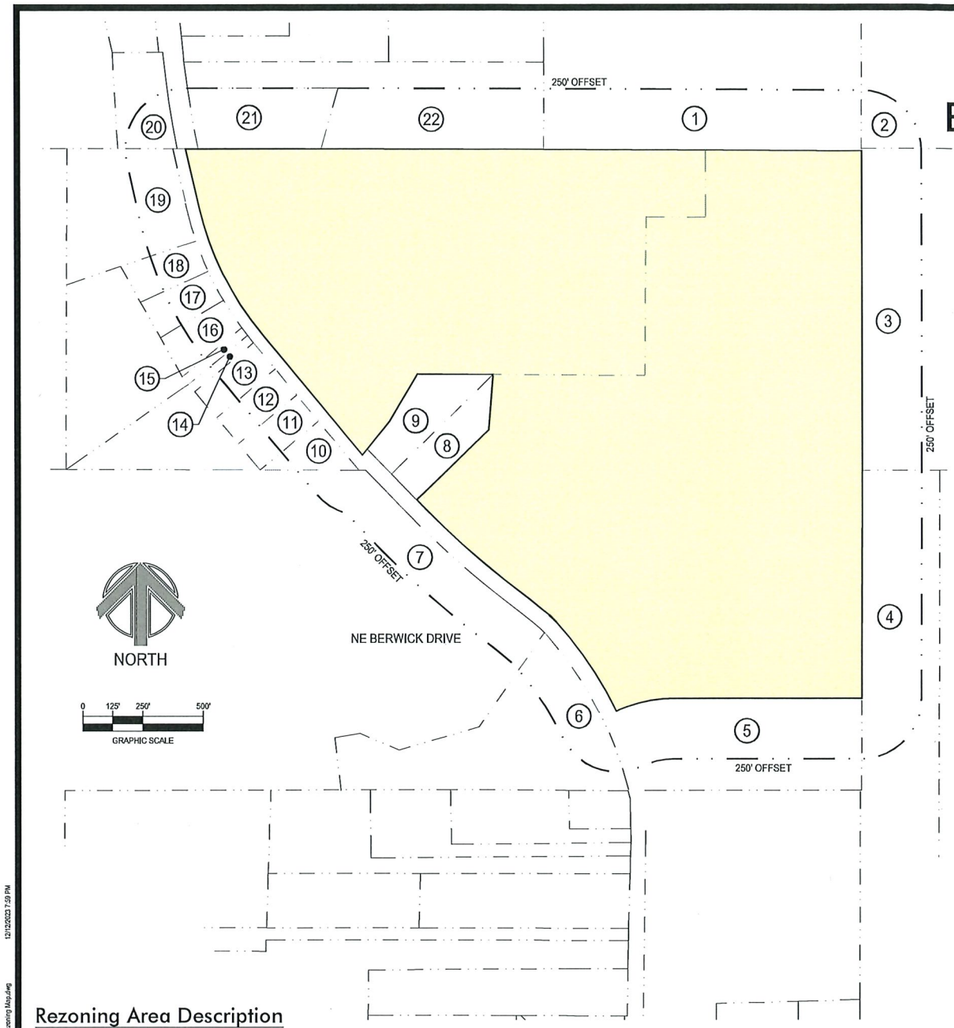
_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

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



Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:
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Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).
Subject to any and all easements and restrictions of record.

Rezoning Exhibit

FOR

Berwick Estates PUD

Ankeny, Iowa

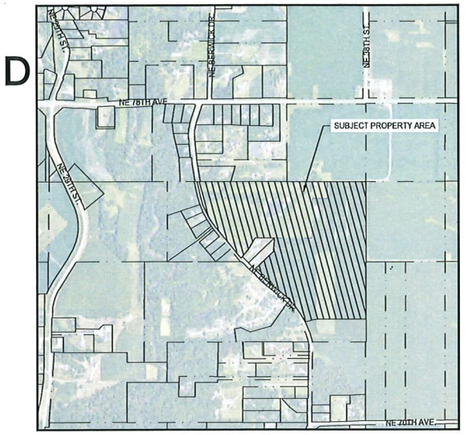
Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, Iowa 50023

Zoning

Existing - R-1 (103.98 acres)

Proposed - Berwick PUD (103.98 acres)



Vicinity Sketch
Scale: 1" = 1,000'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-226-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,269 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9382	860,310 sf	284,344 sf	11.8%
5	Berwick Holdings LLC	OUTLOT X DRA ACRES PLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGLIAI COMPOUND PLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 1332F N & 955F W OF SE COR OF SEC THN W 1214F NW 221F NE110.5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB- N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungen	LOT 2 DRA ACRES PLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES PLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Biehl	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elizabeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR THN W 280.67F N 396.19F E 244.16F SELY 400.08F TO POB PRT E 27.5A N 1/2 NW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-126-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,602 sf	35,185 sf	1.5%
21	Curtis and Linda Waite	LOT 1 FOURMILE WOODS PLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-9226	140,873 sf	140,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS PLAT 2	8023-32-201-014	7645 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

ZONING TABLE NOTES:
1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

McCLURE™ ENGINEERING Co
building strong communities.
1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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REZONING EXHIBIT



BERWICK ESTATES
PUD

ANKENY, IA
2023000306
NOVEMBER 3, 2023

REVISIONS
12/8/2023
12/12/2023
...
...
...

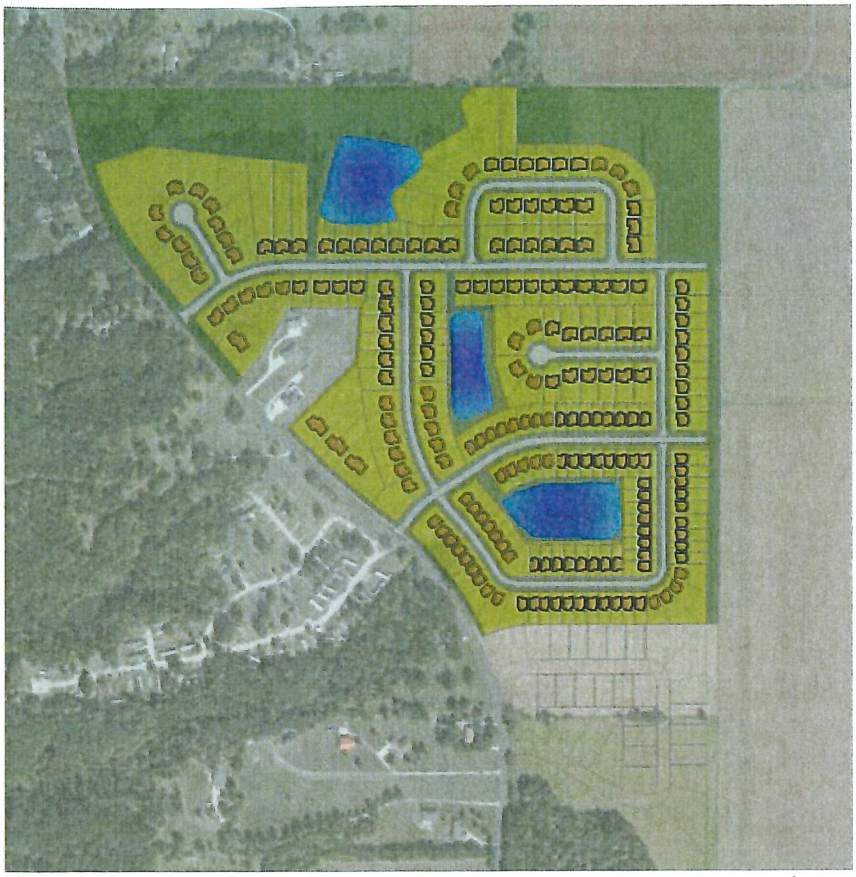
ENGINEER J. BECKER | DRAWN BY J. BECKER
CHECKED BY J. BECKER | FIELD BOOK NO.
DRAWING NO. RZ-01 | SHEET NO. 1 / 1

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 2, 2024
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
Chairperson
Secretary

I:\mcclurepr01\Projects\2023\2023000306\Drawings\Civil\PlanPrint\2023000306_PZ01 Rezoning Map.dwg 12/12/2023 7:39 PM

BERWICK ESTATES

PLANNED UNIT DEVELOPMENT
CITY OF ANKENY



PREPARED BY:

McCLURE™
ENGINEERING Co.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 2, 2024
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
T. Rapp Chairperson
R. Duglosz Secretary

PREPARED ON:
11/3/2023

REVISIONS:
12/8/2023
3/5/2024
4/5/2024
4/18/2024

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McCLURE™
ENGINEERING CO.

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

www.mecresults.com

12/8/2023

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

RE: Berwick Estates PUD – Rezoning

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

On behalf of Berwick Holdings LLC and ATI Group, we are pleased to submit a rezoning request for approximately 104 acres in the City of Ankeny east of NE Berwick Drive and respectfully request your approval of said rezoning request.

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

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

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

Sincerely,

McClure Engineering Company

Jake Becker, PE
Senior Project Engineer

Cc: ATI Group

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

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

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

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

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

AN IRREGULAR TRACT OF LAND IN THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, CONSISTING OF PARCEL “O” OF SAID SECTION 32, AS SHOWN ON THE PLAT RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE POLK COUNTY RECORDER, AND OUTLOT ‘X’ IN DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE POLK COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER BETWEEN SAID SECTION 32 AND SECTION 33, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; THENCE S0°02'44"W ALONG THE EAST LINE OF SAID SECTION 32, 1322.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S0°11'23"W CONTINUING ALONG THE EAST LINE OF SAID SECTION 32, 936.31 FEET; THENCE DEPARTING SAID EAST LINE, S90°00'00"W, 771.86 FEET; THENCE SOUTHWESTERLY 200.44 FEET ALONG A 580.01-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 199.45 FEET BEARING S80°05'59"W; THENCE S70°11'58"W, 33.12 FEET; THENCE S63°47'05"W, 17.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BERWICK DRIVE; THENCE NORTHWESTERLY 448.73 FEET ALONG A 1594.16-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 447.25 FEET BEARING N34°16'45"W; THENCE NORTHWESTERLY 38.55 FEET ALONG A 283.00-FOOT RADIUS CURVE, SAID CURVE HAVING A 38.52-FOOT CHORD BEARING N46°22'15"W; THENCE N50°14'05"W, 39.79 FEET; THENCE NORTHWESTERLY 67.29 FEET ALONG A 2033.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 67.29 FEET BEARING N51°06'34"W; THENCE N51°59'32"W, 130.76 FEET; THENCE NORTHWESTERLY 65.18 FEET ALONG A 1967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 65.18 FEET BEARING N51°05'13"W; THENCE N49°56'53"W, 58.49 FEET; THENCE NORTHWESTERLY 309.96 FEET ALONG A 2967.00-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 309.82 FEET BEARING N47°12'13"W; THENCE N43°56'07"W, 55.40 FEET TO THE SOUTHERNMOST CORNER OF LOT 2 IN SAID DRA ACRES PLAT 1; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT 2, N45°51'34"E, 415.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N4°38'12"E ALONG THE EASTERLY LINE OF SAID LOT 2, 228.29 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID DRA ACRES PLAT 1, ALSO BEING A POINT ON THE SOUTHERLY LINE OF SAID PARCEL “O”; THENCE N89°36'54"W ALONG THE NORTH LINE OF SAID LOT 1, 312.53 FEET; THENCE S30°57'41"W ALONG THE WESTERLY LINE OF SAID LOT 1, 228.09 FEET; THENCE S39°09'08"W ALONG SAID WESTERLY LINE, 178.08 FEET; THENCE DEPARTING SAID WESTERLY LINE LOT 1 AND CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL “O” N39°43'08"W, 652.19 FEET; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID PARCEL “O”,

587.94 FEET ALONG A 1246.09-FOOT RADIUS CURVE, SAID CURVE HAVING A CHORD OF 582.50 FEET BEARING N26°13'45"W; THENCE CONTINUING ALONG SAID WESTERLY LINE N12°43'06"W, 245.69 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "O"; THENCE S89°55'08"E ALONG THE NORTH LINE OF SAID PARCEL "O", 160.30 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG SAID NORTH LINE S89°53'03"E, 1321.27 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 32; THENCE CONTINUING ALONG THE NORTH LINE OF SAID PARCEL "O" S89°40'42"E, 1318.73 FEET TO THE POINT OF BEGINNING.

DESCRIBED TRACT OF LAND CONTAINS 103.98 ACRES (4,529,337 SQUARE FEET), INCLUDING 1.11 ACRES OF RIGHT-OF-WAY (48,545 SQUARE FEET).

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

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

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

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

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

1. Preliminary Plat: For a majority of this property, the Master Plan provides sufficient detail that a Preliminary Plat is not necessary and may be excluded from the development review process. This exclusion applies to all land uses Parcels listed in the Master Plan (except the Future Development Area).

2. Construction Drawings or Site Plans**:** Standard City of Ankeny processes and procedures shall be utilized for preparing, reviewing, and approving drawings to facilitate construction of public or private infrastructure. These are generally referred to Construction Drawings for public subdivision work and Site Plans for private site work. Said Drawings or Plans shall generally conform to the Master Plan and shall be demonstrate that properly sized and located public sanitary sewers, storm sewers, water mains, and streets will be constructed adjacent to or across the respective property in order to fully serve other areas within the PUD.

3. Platting**:** Prior to, or in conjunction with development of any portion of the PUD, said area shall be platted in accordance with the City of Ankeny subdivision regulations to delineate within a plat the parcel to be developed except as noted in this ordinance.

a. Final Plats: A Final Plat shall be the mechanism to create a buildable lot on property within this PUD. Final Plats shall conform to City standards including content, review, and approval.

b. Plats-of-Surveys: In order to facilitate the sale or transfer of ownership of property within the PUD, a Plat-of-Survey may be created in accordance with State Law and submitted to the City of Ankeny for its review and approval following a finding of general compliance within the intent of the PUD. It is understood that the transfer of title of any property in the PUD is an interim measure to facilitate development of the PUD and will ultimately culminate in the Final Platting of the respective property. Parcels created by Plat-of-Survey shall not be buildable and no building permit shall be issued until the parcel is platted as part of a Subdivision Plat is approved and the final plat is recorded. No public or private infrastructure improvements are required to be installed or surety posted for any parcels created by Plat-of-Survey.

c. Outlots: As part of a Subdivision Plat, Outlot(s) may be created to facilitate the sale or transfer of ownership. Outlots shall not be buildable and no building permit shall be issued until such time that a Subdivision Plat is approved and the final plat is recorded that replats said Outlot(s) into one or more regular Subdivision Lots. No public or private infrastructure improvements are required to be installed or surety posted for any temporary Outlots created for the purpose of ownership transfer. Public or private infrastructure may be required and proposed within permanent Outlots created by the Subdivision Plat (eg, stormwater infrastructure in stormwater Outlots).

d. Acquisition Plats: Public street rights-of-way may be established by Acquisition Plat following the review and approval by the City.

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

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

1. Any regulation, standard, provision or requirement that is not specifically addressed within this document that is regulated elsewhere in the Municipal Code of Ankeny, Iowa, the requirements of the Municipal Code shall be enforced.

2. All subdivisions, public streets, public street rights-of-way, public improvements, and other general development improvements shall adhere to the standards and design criteria set forth in the Ankeny Subdivision Ordinance and the Statewide Urban Design Specifications (SUDAS) as adopted or as amended by the City of Ankeny, pertaining thereto, unless otherwise stated within this Ordinance or approved by City Council. To allow for creative residential community design, alternate public ROW sections may be considered to allow for flexibility in unit design and layout.

3. Applicable in all areas located within a 100-year frequency flood hazard zone, or in adjoining drainageways, detention areas, or other storm water management areas involving potential flood hazards, no building shall be erected which has a lowest floor elevation, including basements, of less than one (1) foot above the determined level of the one hundred (100) year frequency flood event; or the building shall be flood proofed to the same elevation. No building shall be erected within 25-feet of any major drainage (as determined by the storm water management plan), storm water detention basin or pond, unless approved by the City.

4. The Developer, its successors and assigns, if any, shall pay all construction and engineering costs for the development and improvement of its property, including improvements located in all rights-of-way to be dedicated to the City, all in accordance with the current City policies and ordinances in effect at the time of development unless otherwise addressed in an approved Development Agreement.

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

Residential "Collector" Street:
- 70' Right of Way
- 31' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- No Parking on either side of street
- 5' sidewalk on both sides

Residential "Local" Street:
- 60' Right of Way
- 27' wide paving
- Widened to 37' wide and 3-lanes at intersection with NE Berwick Drive
- Widened to 37' wide and 3-lanes at intersection with future arterial street
- Parking on south and west sides of streets
- 5' sidewalk on both sides

A Traffic Impact Study was completed and approved as part of this PUD approval process and recommends certain physical improvements associated with this development. A summary of the physical improvements recommended by the traffic study is as follows:

- Developer to construct an eastbound right turn lane at NE 78th Ave and NE Berwick Drive, triggered by the first plat of development of Berwick Estates
- Developer to construct an eastbound left turn lane on at NE 62nd Ave and NE Berwick Drive, triggered by 50% build-out of the TIS lot count assumptions. The traffic study assumes 244 units, so the trigger for this improvement will be the platting of the 122nd lot.
- Westbound left turn lane at NE 78th Ave and NE Berwick Drive discussed in the TIS is not required to be constructed by the Developer
- City and County will monitor the traffic for the NE Berwick Drive offset as development occurs in the area and will coordinate/fund a potential project addressing the intersection if/when a project is needed. The City will not require additional payment or construction of lane modifications on NE 78th Ave from the Developer of the Berwick Estates development beyond what is stated above

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

Private streets may be utilized if approved in a site-specific Site Plan and shall establish a private street easement. Said easement shall detail the private street ownership, maintenance, private access rights, and the right of use by the general public and city emergency service vehicles for access and circulation. Alternate curb sections may be allowed on private streets if reviewed and approved by City Council at the time of development.

SECTION 7 - PEDESTRIAN TRAILS No trails or oversized sidewalk are proposed within public ROW. Where trails are proposed outside of ROW (rear yards or around ponds), trails shall be contained within either easement or Outlots. If within Outlots, the restrictive covenants shall describe ownership and maintenance provisions of the trail.

SECTION 8 - OPEN SPACE

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

SECTION 9 - PARKLAND DEDICATION

1. All development within this PUD shall comply with the City's parkland dedication requirements. Provisions provided as part of this Section are intended to fully satisfy the parkland dedication requirements for the entire Berwick Estates development.
2. The parkland dedication area required for Berwick Estates is 7.2 acres as of the time of this writing based on the proposed land uses and concept plans.

LAND USE PARCEL	LAND USE	AREA	PARKLAND REQUIRED	PARKLAND REQUIRED
		(ACRES)	(%)	(ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
			TOTAL PARKLAND REQUIRED:	**7.2**

**FDA means Future Development Area*

3. The Master Plan (Appendix B) identifies Parcel D as a conceptual parkland location that is to be dedicated to the City of Ankeny as part of the final platting procedures in that area. Parcel D is 7.3 acres and satisfies the City's parkland dedication requirements.
4. An area called 'Future Development Area' is included in parkland calculations as part of this PUD in an attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The 'FDA' is not intended to be a part of the official PUD and rezoning processes due to portions of the 'FDA' not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the 'FDA' will be rezoned to "straight" R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions or alternate parkland dedication arrangements may be necessary if the future rezoning request for the 'FDA' is for a different classification than R-1 or R-2 and a higher threshold of parkland dedication requirements are triggered.
5. Should future PUD modifications occur that would result in an increase in required parkland dedication, the difference in parkland dedication shall be satisfied with an agreed-upon arrangement in the PUD modifications including additional land, payment-in-lieu, or both.

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

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

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

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

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

1. **Land Use Parcels A and B:** The intent of this parcel is to develop into detached single-family units. The closest similar City of Ankeny zoning classification is R-2. Land Use Parcel sizes and gross densities are planned as shown below:

Parcel	Size	Maximum Units	Maximum Gross Density
A	42.6 Acres	62 Units	1.46 DU per Ac.
B	24.6 Acres	58 Units	2.36 DU per Ac.

   a. Allowed Uses: All permitted principal and accessory uses and special uses as provided in the City Code for the R-1 and R-2 districts with a restriction to detached single-family uses.

b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1 and R-2 districts, except as modified herein. Setbacks are modified in accordance with the following table for each land use.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family – Parcel A	9,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft
Single Family – Parcel B	8,000 sf	70 ft	2	30 ft	7.5 ft	15 ft	30 ft

2. **Land Use Parcel C:** The intent of these parcels is to develop into primarily smaller or specialty detached single-family or attached duplex units. The closest similar City of Ankeny zoning classification is R-3 with restrictions. Land Use Parcel sizes and gross densities are planned as shown below:

Parcel	Size	Maximum Units	Maximum Gross Density
C	25.0 Acres	87 Units	3.48 DU per Ac.

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

b. Bulk Regulations: All setbacks shall be in accordance with the Height and Bulk Regulations for the R-1, R-2, and R-3 districts, except as modified herein.

Use	Lot Area	Lot Width	Story Height Limit	Front Setback	Side Setback	Sum of Side Setbacks	Rear Setback
Single Family	5,000 sf	50 ft	2	25 ft	5 ft	10 ft	30 ft
Two-Family	4,000 sf	40 ft	2	25 ft	5 ft	10 ft	25 ft

3. **Land Use Parcel D:** The intent of this parcel is to provide a conceptual location and scope for open space that is to be dedicated to the City of Ankeny as part of the final platting procedures in the respective areas to wholly or partially satisfy parkland dedication requirements.

4. **Land Use Parcels E and F:** The intent of these parcels is to be reserved for NE Berwick Drive right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

5. **Land Use Parcel G:** The intent of this parcel is to be reserved for future NE 38th Street right-of-way. This ROW is specifically excluded from the other PUD areas since it is a special acquisition requirement and not a development land use, thus should not be counted towards certain requirements or calculations for this PUD. It is, however, a part of the official rezoning, thus must be acknowledged in the PUD.

6. **Future Development Area:** The intent of this designation is to attempt to master plan the entire properties owned by the applicant at the time of this PUD writing. The 'FDA' is not intended to be a part of the official PUD and rezoning processes due to portions of the 'FDA' not being annexed into the City of Ankeny as of the time of this writing. It is anticipated that the 'FDA' will be rezoned to "straight" R-1 or R-2 zoning and calculations herein reflect this assumption. It is acknowledged that this PUD may require revisions (specifically regarding alternate parkland dedication arrangements) if the future rezoning request for the 'FDA' is for a different classification than R-1 or R-2 .

SECTION 13 - GENERAL LANDSCAPE STANDARDS

1. All areas not covered by building or paving shall be landscaped with turf grass, prairie grass, plant beds, shrubs, and/or trees in accordance with open space and landscaping requirements set forth the City Zoning Ordinance.
2. It is anticipated that the Restrictive Covenants will provide specific requirements on individual lots in regard to landscaping requirements. Such requirements would be implemented in an effort to create a canopy of overstory trees decades after development is completed. Specific requirements and species would be specified in the Restrictive Covenants.
3. 25' Buffer Easements are proposed along NE Berwick Drive and future NE 38th Street. These easements will be allowed to overlap PUEs and Gas Easements. No fences or sheds are allowed within the Buffer Easements. Tree/buffer requirements per Ankeny City code are to be within the Buffer Easements.

SECTION 14 - ARCHITECTURE AND SITE DESIGN REGULATIONS

1. All structures shall comply with the City's architectural standards set forth in the City Zoning Ordinance.
2. All structures shall comply with the Restrictive Covenants as prepared with each respective phase of development.
3. Exhibit B includes general examples of the expectations of architectural character of the structures within Berwick Estates.
4. Side-by-side usage of the exact same frontage elevation for a single-family home shall be avoided where practical. For the sake of clarity, this requirement will not apply to duplex-style homes.

SECTION 15 - SIGNAGE All signage shall be in compliance with the City Zoning Code regulations.

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

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

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

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

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

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

APPENDICIES:

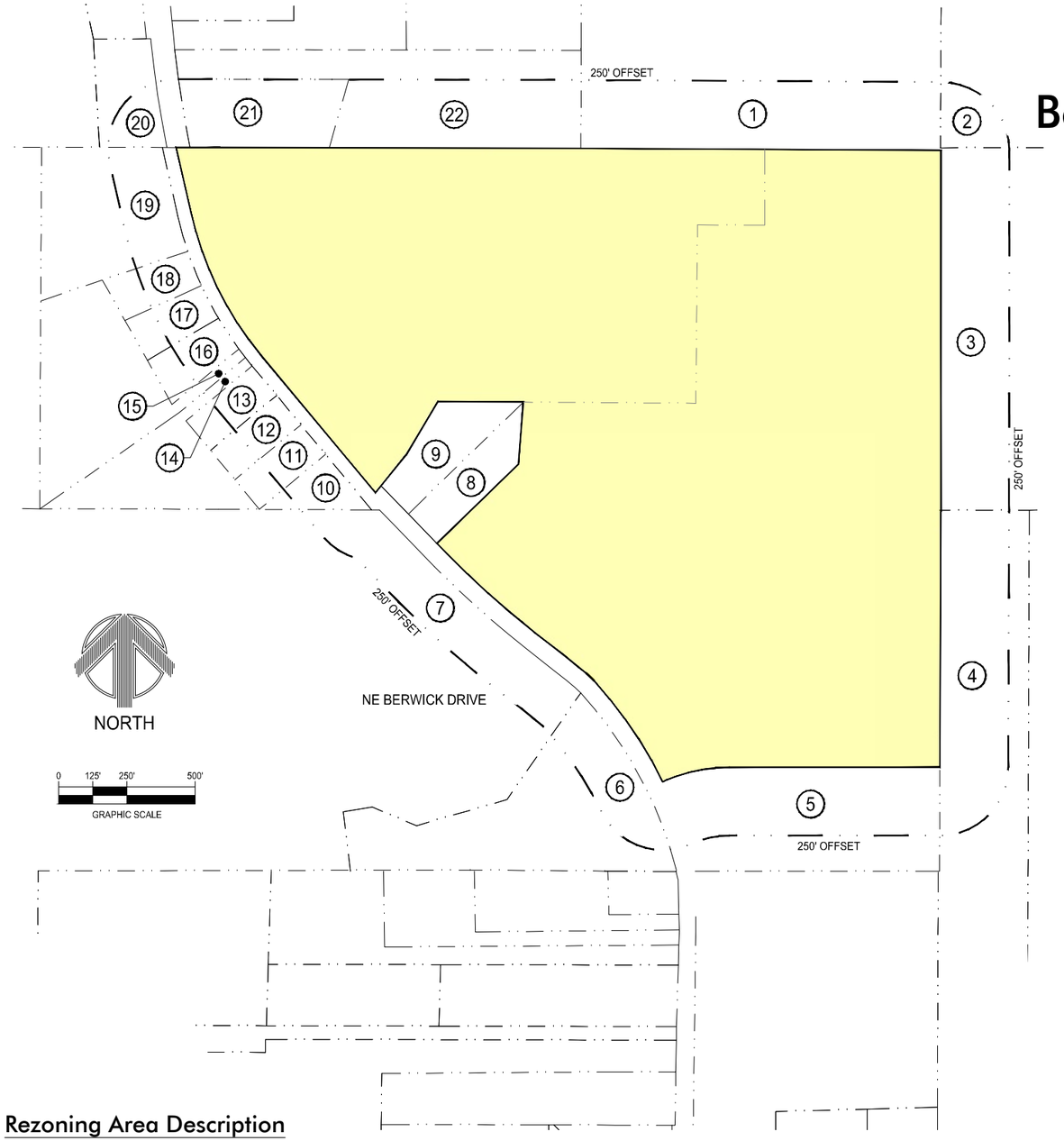
Appendix A – Rezoning Map Exhibit
Appendix B – Berwick Estates Master Plan (pgs 1-12)
Appendix C – Architectural Character

Rezoning Exhibit

FOR

Berwick Estates PUD

Ankeny, Iowa



Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, Iowa 50023

Zoning

Existing - R-1 (103.98 acres)

Proposed - Berwick PUD (103.98 acres)



Vicinity Sketch

Scale: 1" = 1,000'

Rezoning Table

Parcel Number	Name of Property Owner	Legal Description	Parcel Number	Mailing Address	Total Area of Property	Area within 250' of rezoning	% of Area within 250' of rezoning
1	Roy & Florence Bishop	NE 1/4 NE 1/4 LESS 1.58 A RD SEC 32-80-23	8023-32-226-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	329,269 sf	13.6%
2	Roy & Florence Bishop	NW 1/4 NW 1/4 LESS 1.58 A RD SEC 33-80-23	8023-33-100-001	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,673,575 sf	47,153 sf	2.0%
3	Roy & Florence Bishop	W 1/2 S 1/2 NW 1/4 SEC 33-80-23	8023-33-100-004	3818 NE 78TH AVE ANKENY, IA 50021-9738	1,742,400 sf	331,737 sf	13.7%
4	Jerry M Bishop	W 1/2 W 1/2 W 1/2 SW 1/4 LESS .25A RD SEC 33-80-23	8023-33-300-005	4050 NE 78TH AVE ANKENY, IA 50021-9382	860,310 sf	284,344 sf	11.8%
5	Berwick Holdings LLC	OUTLOT X DRA ACRES PLAT 1	8023-32-426-001	1615 SW MAIN ST STE 207 ANKENY, IA 50023-7261	3,115,689 sf	242,940 sf	10.0%
6	Wesley Investments INC	LTS 5 & 6 PAGLIAI COMPOUND PLAT 1	8023-32-400-023	7252 NE BERWICK DR ANKENY, IA 50021-9258	394,236 sf	101,743 sf	4.2%
7	Third and Collins Properties LLC	EX BEG 1332F N & 955F W OF SE COR OF SEC THN W 1214F NW 221F NE110.5F SE 175F NELY 828F TO W LN OF HWY SELY 754F TO POB- N 1/2 SE 1/4 W OF RD & LESS RD SEC 32-80-23	8023-32-400-001	2601 SW 35TH ST ANKENY, IA 50023-6203	1,267,596 sf	210,274 sf	8.7%
8	Scott Stephenson Aubrey Jungen	LOT 2 DRA ACRES PLAT 1	8023-32-252-002	7393 NE BERWICK DR ANKENY, IA 50021-9259	75,157 sf	75,157 sf	3.1%
9	Richard and Marlis Backus	LOT 1 DRA ACRES PLAT 1	8023-32-252-001	7403 NE BERWICK DR ANKENY, IA 50021-9260	88,266 sf	88,266 sf	3.7%
10	Harold Tyler, Thomas Tyler, Bradley Johnson	LOT 1 OAKWOOD HEIGHTS	8023-32-176-010	1211 NE 31ST ST ANKENY, IA 50021-6694	41,599 sf	35,966 sf	1.5%
11	Tyler Thomas	LOT 2 OAKWOOD HEIGHTS	8023-32-176-009	1211 NE 31ST ST ANKENY, IA 50021-6694	44,082 sf	28,059 sf	1.2%
12	Bradley Johnson	LOT 3 OAKWOOD HEIGHTS	8023-32-176-008	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
13	Bradley Johnson	LOT 4 OAKWOOD HEIGHTS	8023-32-176-007	7470 NE BERWICK DR ANKENY, IA 50021-9260	44,082 sf	28,000 sf	1.2%
14	Bradley Johnson	LOT 5 OAKWOOD HEIGHTS	8023-32-176-006	7470 NE BERWICK DR ANKENY, IA 50021-9260	154,507 sf	7,820 sf	0.3%
15	Tyler Thomas	LOT 6 OAKWOOD HEIGHTS	8023-32-176-002	1211 NE 31ST ST ANKENY, IA 50021-6694	269,723 sf	8,012 sf	0.3%
16	Tyler Thomas	LOT 7 OAKWOOD HEIGHTS	8023-32-176-005	1211 NE 31ST ST ANKENY, IA 50021-6694	49,092 sf	30,207 sf	1.2%
17	Wayne and Robyn Biehl	LOT 8 OAKWOOD HEIGHTS	8023-32-176-004	7514 NE BERWICK DR ANKENY, IA 50021-9230	45,738 sf	29,091 sf	1.2%
18	Elizabeth and Derek Peterson	LOT 9 OAKWOOD HEIGHTS	8023-32-176-003	7534 NE BERWICK DR ANKENY, IA 50021-9230	48,046 sf	29,092 sf	1.2%
19	Andrew and Rhonda Swanson	LOT 10 OAKWOOD HEIGHTS	8023-32-176-001	7560 NE BERWICK DR ANKENY, IA 50021-9230	233,177 sf	84,842 sf	3.5%
20	Jeremy Brandt	BEG SE COR THN W 280.67F N 396.19F E 244.16F SELY 400.08F TO POB PRT E 27.5A N 1/2 NW 1/4 LYG W OF CL NE BERWICK DR LESS .293A RD SEC 32-80-23	8023-32-126-008	7630 NE BERWICK DR ANKENY, IA 50021-9262	89,602 sf	35,185 sf	1.5%
21	Curtis and Linda Waite	LOT 1 FOURMILE WOODS PLAT 2	8023-32-201-010	7621 NE BERWICK DR ANKENY, IA 50021-926	140,873 sf	140,873 sf	5.8%
22	Jeffery and Karen Glock	LOT 2 FOURMILE WOODS PLAT 2	8023-32-201-014	7645 NE BERWICK DR ANKENY, IA 50021-9262	385,462 sf	221,506 sf	9.2%

Rezoning Area Description

An irregular tract of land in the Southeast Quarter and Northeast Quarter of Section 32, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa, consisting of Parcel "O" of said Section 32, as shown on the Plat recorded in Book 15089, Page 430 in the Office of the Polk County Recorder, and Outlot 'X' in DRA Acres Plat 1, an Official Plat, as shown on the Plat recorded in Book 15393, Pages 121 through 134 in the Office of the Polk County Recorder, more particularly described as follows:
Beginning at the North Sixteenth Corner between said Section 32 and Section 33, Township 80 North, Range 23 West of the 5th/ Principal Meridian, Polk County, Iowa; thence S0°02'44"W along the east line of said Section 32, 1322.51 feet to the East Quarter Corner of said Section 32; thence S0°11'23"W continuing along the east line of said Section 32, 936.31 feet; thence departing said east line, S90°00'00"W, 771.86 feet; thence southwesterly 200.44 feet along a 580.01-foot radius curve, said curve having a chord of 199.45 feet bearing S80°05'59"W; thence S70°11'58"W, 33.12 feet; thence S63°47'05"W, 17.00 feet to the easterly right-of-way line of Berwick Drive; thence northwesterly 448.73 feet along a 1594.16-foot radius curve, said curve having a chord of 447.25 feet bearing N34°16'45"W; thence northwesterly 38.55 feet along a 283.00-foot radius curve, said curve having a 38.52-foot chord bearing N46°22'15"W; thence N50°14'05"W, 39.79 feet; thence northwesterly 67.29 feet along a 2033.00-foot radius curve, said curve having a chord of 67.29 feet bearing N51°06'34"W; thence N51°59'32"W, 130.76 feet; thence northwesterly 65.18 feet along a 1967.00-foot radius curve, said curve having a chord of 65.18 feet bearing N51°05'13"W; thence N49°56'53"W, 58.49 feet; thence northwesterly 309.96 feet along a 2967.00-foot radius curve, said curve having a chord of 309.82 feet bearing N47°12'13"W; thence N43°56'07"W, 55.40 feet to the southernmost corner of Lot 2 in said DRA Acres Plat 1; thence departing said east right-of-way line and continuing along the southerly line of said Lot 2, N45°51'34"E, 415.00 feet to the southeasterly corner of said Lot 2; thence N4°38'12"E along the easterly line of said Lot 2, 228.29 feet to the northeast corner of Lot 1 of said DRA Acres Plat 1, also being a point on the southerly line of said Parcel "O"; thence N89°36'54"W along the north line of said Lot 1, 312.53 feet; thence S30°57'41"W along the westerly line of said Lot 1, 228.09 feet; thence S39°09'08"W along said westerly line, 178.08 feet; thence departing said westerly line Lot 1 and continuing along the westerly line of said Parcel "O" N39°43'08"W, 652.19 feet; thence continuing along the westerly line of said Parcel "O", 587.94 feet along a 1246.09-foot radius curve, said curve having a chord of 582.50 feet bearing N26°13'45"W; thence continuing along said westerly line N12°43'06"W, 245.69 feet to the northwest corner of said Parcel "O"; thence S89°55'08"E along the north line of said Parcel "O", 160.30 feet to the Center-North Sixteenth Corner of said Section 32; thence continuing along said north line S89°53'03"E, 1321.27 feet to the Northeast Sixteenth Corner of said Section 32; thence continuing along the north line of said Parcel "O" S89°40'42"E, 1318.73 feet to the point of beginning.
Described tract of land contains 103.98 acres (4,529,337 square feet), including 1.11 acres of right-of-way (48,545 square feet).
Subject to any and all easements and restrictions of record.

ZONING TABLE NOTES:

1) RIGHT-OF-WAY AREA IS NOT INCLUDED
2) CITY OF ANKENY OWNED PROPERTY THAT IS NOT ROW IS INCLUDED (IE, PARKLAND, GREENBELTS, ETC.)
3) OWNERSHIP INFORMATION PROVIDED VIA POLK COUNTY GIS AS OF 12/12/2023
4) AREA WITHIN 250' OF REZONING IS PROVIDED BASED ON GIS PARCEL LINE DATA

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REZONING EXHIBIT

BERWICK ESTATES PUD

ANKENY, IA

2023000306

NOVEMBER 3, 2023

REVISIONS
12/8/2023
12/12/2023
...
...
...

ENGINEER: J. BECKER
DRAWN BY: J. BECKER
CHECKED BY: J. BECKER
FIELD BOOK NO.
DRAWING NO.: RZ-01
SHEET NO.: 1 / 1

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BERWICK ESTATES PUD MASTER PLAN

Owner / Developer

Berwick Holdings LLC
1615 SW Main Street, Ste 207
Ankeny, IA 50023
Attn: Eric Bohnenkamp
(712) 540-3756

Engineer / Designer

McClure Engineering Company
1360 NW 121st Street
Clive, IA 50325
Attn: Jake Becker, PE
(515) 964-1229

Zoning

Existing - R-1
Proposed - Berwick Estates PUD

NOTES

1. THE INTENT OF THIS MASTER PLAN IS TO PROVIDE SUFFICIENT DETAIL SUCH THAT A TRADITIONAL PRELIMINARY PLAT IS NOT REQUIRED TO DEVELOP PORTIONS OF THIS PROPERTY THAT GENERALLY CONFORM TO THIS MASTER PLAN.
2. AREA DESIGNATED AS "FUTURE DEVELOPMENT" IS NOT A PART OF THIS OFFICIAL REZONING AND PUD DUE TO PORTIONS OF THE AREA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. CERTAIN CALCULATIONS INCLUDE THIS AREA IN AN ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT. IT IS ANTICIPATED THAT THIS FUTURE DEVELOPMENT AREA WILL BE PROCURED SEPARATELY AND WILL REQUIRE SEPARATE APPROVALS, INCLUDING REZONING AND PRELIMINARY PLAT.
3. THE GRAPHICAL RENDERING PROVIDED ON THIS SHEET IS CONCEPTUAL IN NATURE AND INTENDED TO DEMONSTRATE THE GENERAL CHARACTER OF THE DEVELOPMENT. FINAL LAYOUT, CONFIGURATION, AND PRODUCT TYPE MAY REASONABLY DEVIATE FROM THIS PLAN.
4. LAYOUT OF THE CITY PARK DEDICATION IS CONCEPTUAL AND SHOULD NOT BE CONSTRUED AS A PROPOSAL FOR THESE AREAS.
5. THIS DEVELOPMENT WILL REQUIRE CERTAIN ROW DEDICATIONS AS PRESENTED IN THIS PLAN. SAID DEDICATIONS WILL OCCUR WITH RESPECTIVE FINAL PLAT(S) ADJACENT TO THE DEDICATION AREA(S).
6. LOT NUMBERING IS BROKEN OUT BY LAND USE PARCEL FOR SIMPLICITY AND REVIEWABILITY. EACH PLAT SHALL CONTAIN ITS OWN TRADITIONAL NUMBERING NOMENCLATURE AS PART OF ITS FINAL PLAT.
7. BUFFER EASEMENTS SHALL MEET TREE/BUFFER REQUIREMENTS AS DIRECTED BY THE CITY.
8. PROPOSED UTILITY LAYOUTS SHOWN ARE PRELIMINARY AND SUBJECT TO MODIFICATION WITH THE SUBMITTAL OF PUBLIC IMPROVEMENTS CONSTRUCTION DRAWINGS.
9. WATER VALVES ARE TO BE ADDED TO ISOLATE SECTIONS OF WATER MAIN DURING CONSTRUCTION DRAWINGS PHASE(S).
10. AREAS WHERE THERE IS DEFLECTION SHOWN IN WATER MAIN WILL BE ASSESSED DURING CONSTRUCTION DRAWINGS PHASE(S). BENDS MAY BE REQUIRED.
11. UTILITY POLES ALONG NE BERWICK DRIVE MAY NEED RELOCATED. EXACT POLES AND NEW LOCATIONS TO BE DETERMINED DURING CONSTRUCTION DRAWINGS PHASE(S).

SHEET LIST TABLE

SHEET NO.	SHEET TITLE	SHEET DESCRIPTION
1	MP-01	MASTER PLAN
2	MP-02	PROPOSED LAND USE PLAN
3	EX-01	EXISTING CONDITIONS
4	GN-01	GENERAL LAYOUT NORTHWEST
5	GN-02	GENERAL LAYOUT NORTHEAST
6	GN-03	GENERAL LAYOUT SOUTHWEST
7	GN-04	GENERAL LAYOUT SOUTHEAST
8	GR-01	GRADING PLAN NORTHWEST
9	GR-02	GRADING PLAN NORTHEAST
10	GR-03	GRADING PLAN SOUTHWEST
11	GR-04	GRADING PLAN SOUTHEAST
12	GR-06	GRADING PLAN OVERALL

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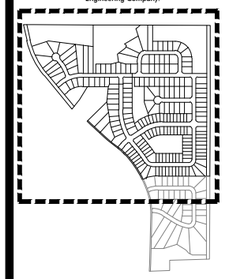

MASTER PLAN



NORTH

0 75' 150' 300'
GRAPHIC SCALE

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
MP-01

SHEET NO.
1 / 12

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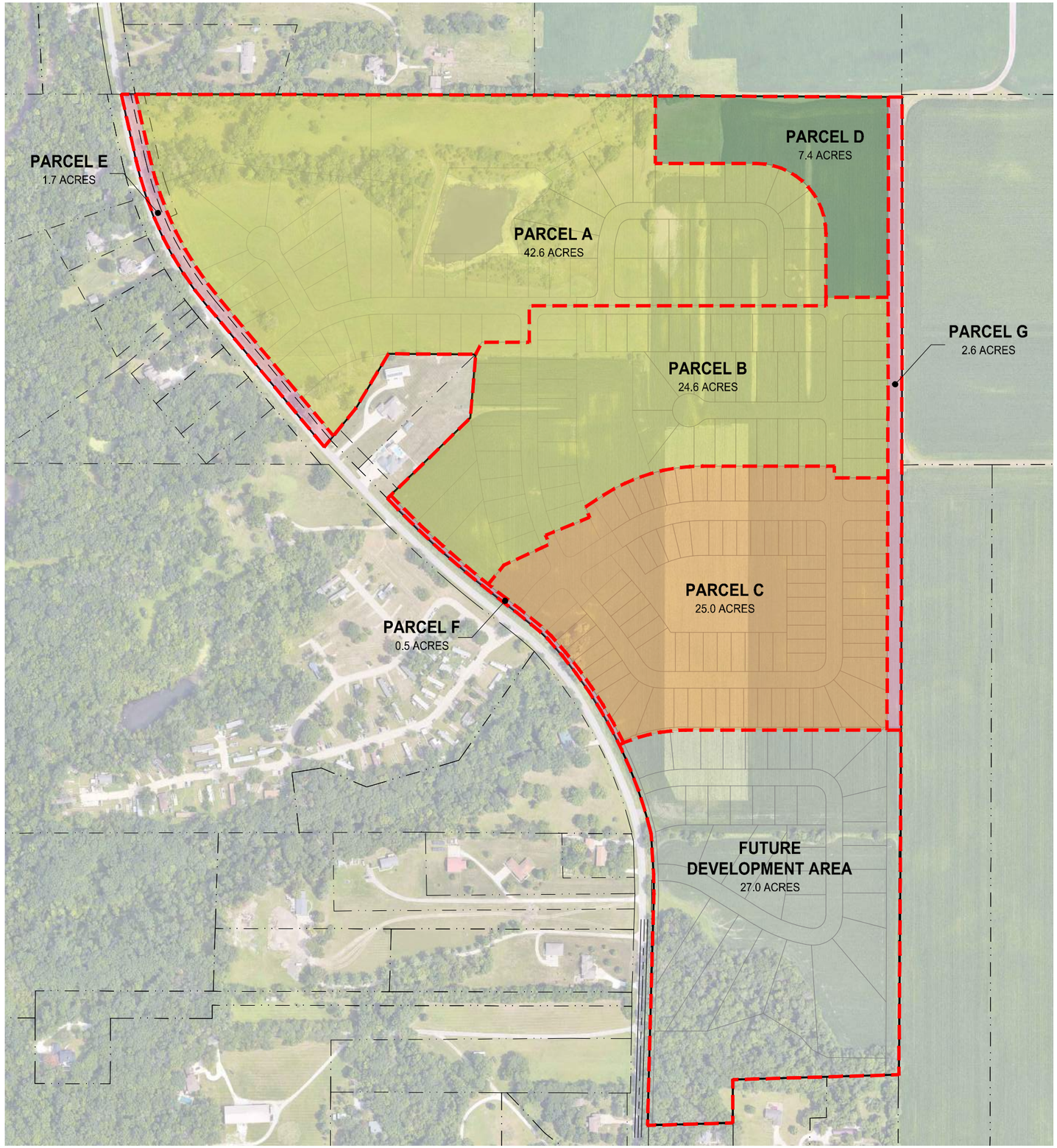

BERWICK ESTATES PUD LAND USE PLAN

NOTES

1. ANTICIPATED ROW ACQUISITION FOR BERWICK DRIVE IS INCLUDED AS PARCELS E & F.
2. ANTICIPATED ROW ACQUISITION FOR NE 38TH STREET EXTENSION AND CONSTRUCTION IS INCLUDED AS PARCEL G.
3. THE FUTURE DEVELOPMENT AREA ("FDA") IS NOT INTENDED TO BE PART OF THIS REZONING AND PUD DUE TO PORTIONS OF THE FDA NOT BEING ANNEXED INTO THE CITY OF ANKENY AS OF THE TIME OF THIS WRITING. AN ANNEXATION APPLICATION HAS BEEN MADE AND ANNEXATION PROCESSES ARE ONGOING.
4. THE FDA IS INCLUDED IN CALCULATIONS TO ATTEMPT TO MASTER PLAN THE ENTIRE PROPERTIES OWNED BY THE APPLICANT AS OF THE TIME OF THIS PUD AND REZONING PROCESS. IT IS ANTICIPATED THAT THE FDA WILL BE REZONED TO 'STRAIGHT' R-1 OR R-2 ZONING, AND CALCULATIONS HEREIN REFLECT THIS ASSUMPTION. IT IS ACKNOWLEDGED THAT THIS PUD MAY REQUIRE REVISIONS IF THE ZONING REQUEST IS FOR A DIFFERENT CLASSIFICATION THAN R-1 OR R-2.
5. PARKLAND AREA IS GENERAL AND MAY NOT BE THE FINAL ACREAGE DEDICATED TO THE CITY. FINAL ACREAGE WILL BE DETERMINED DURING FINAL PLATTING OF RESPECTIVE AREAS. THE INTENT OF THIS MAP IS TO PROVIDE A GENERAL FRAMEWORK FOR PARKLAND DEDICATION AND/OR PAYMENT.
6. AREA INTERFACE LINES ARE BASED ON THE GRAPHICAL CONCEPT AND MAY REASONABLY ADJUST BASED ON FINAL LAYOUT PROPOSED DURING FINAL PLATTING STAGES.

BULK REGULATIONS

SEE PUD TEXT FOR BULK REGULATION TABLES AND DISCUSSION

DENSITY CALCULATIONS:

PARCEL	SIZE (ACRES)	MAXIMUM UNITS (UNITS)	MAXIMUM GROSS DENSITY (DU / ACRE)
A	42.6	62	1.46
B	24.6	58	2.36
C	25.0	87	3.48
D	7.4	0	0.00
E	1.7	0	0.00
F	0.5	0	0.00
G	2.6	0	0.00
PUD TOTAL	**104.4**	**207**	**1.98**
FDA*	27.0	37	1.37
PLANNED TOTAL	**131.4**	**244**	**1.86**

LAND USE COMPARISON:

LAND USE TYPE	2040 COMPREHENSIVE LAND USE PLAN (ACRES)	(%)	PROPOSED MASTER PLAN (ACRES)	(%)
LDR	75.3	72%	67.2	64%
MDR	0	0%	25.0	24%
HDR	0	0%	0.0	0%
COMMERCIAL / MIXED	0	0%	0.0	0%
ROW DEDICATION	0	0%	4.8	5%
OPEN SPACE	29.1	28%	7.4	7%
PUD TOTAL	**104.4**	**100%**	**104.4**	**100%**

PARKLAND DEDICATION CALCULATION:

LAND USE PARCEL	LAND USE	AREA (ACRES)	PARKLAND REQUIRED (%)	PARKLAND REQUIRED (ACRES)
A	LDR	42.6	5%	2.1
B	LDR	24.6	5%	1.2
C	MDR	25.0	10%	2.5
D	PARKLAND	7.4	0%	0.0
E	ROW	1.7	0%	0.0
F	ROW	0.5	0%	0.0
G	ROW	2.6	0%	0.0
FDA*	LDR	27.0	5%	1.4
		TOTAL PARKLAND REQUIRED:		**7.2**

*FDA = FUTURE DEVELOPMENT AREA

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PROPOSED
LAND USE PLAN

NORTH

0 100' 200' 400'
GRAPHIC SCALE

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER
J. BECKER

DRAWN BY
J. BECKER

CHECKED BY
J. BECKER

FIELD BOOK NO.

DRAWING NO.
MP-02

SHEET NO.
2 / 12

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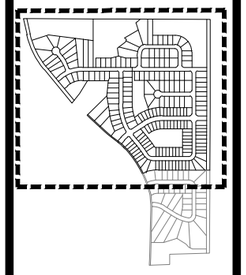

EXISTING CONDITIONS

NORTH

0 75' 150' 300'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
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J. BECKER	
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EX-01	3 / 12

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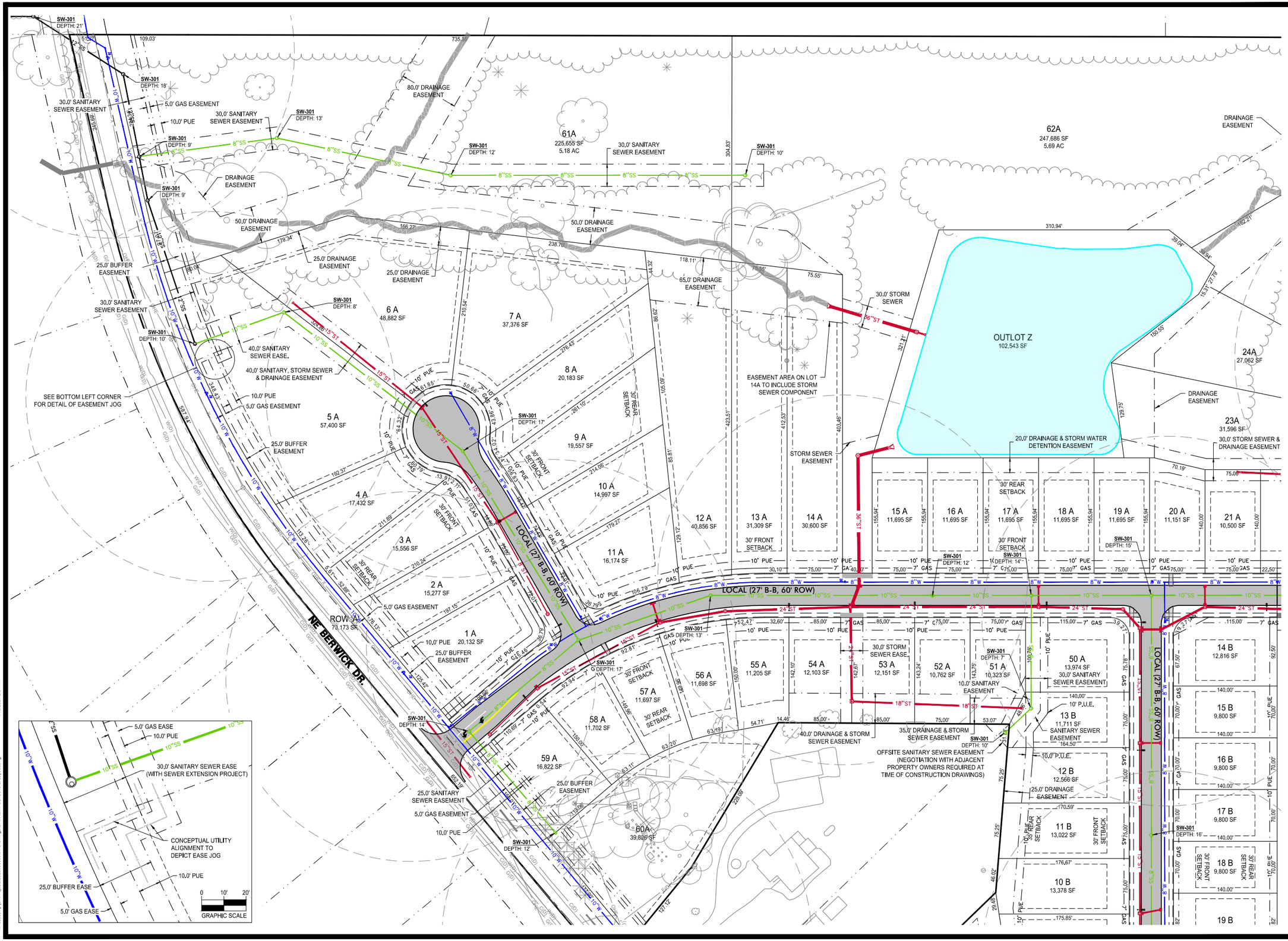

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GENERAL LAYOUT NORTHWEST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

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J. BECKER	J. BECKER
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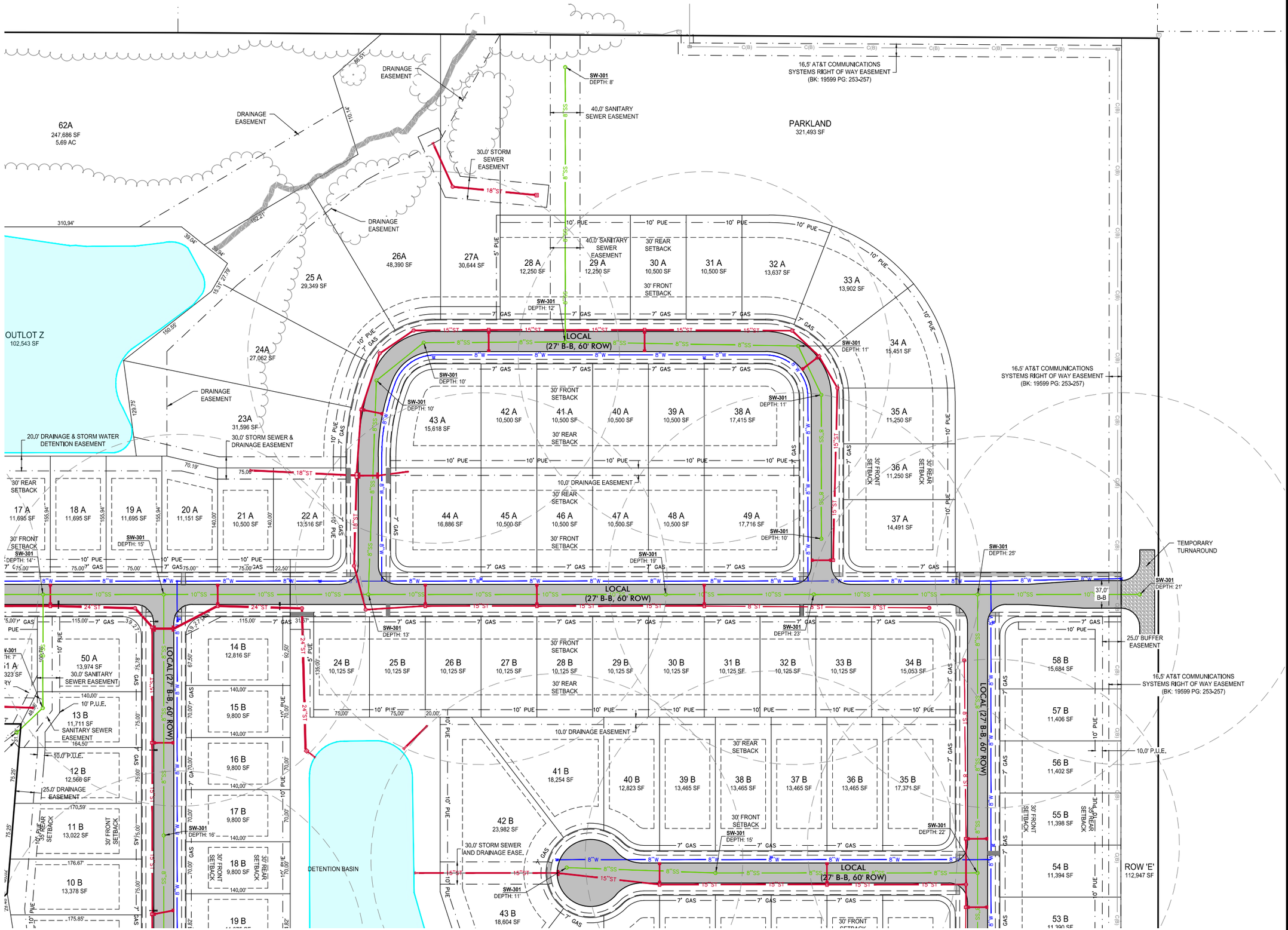

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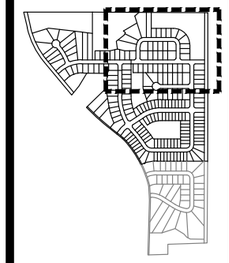

GENERAL LAYOUT NORTHEAST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

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J. BECKER	J. BECKER
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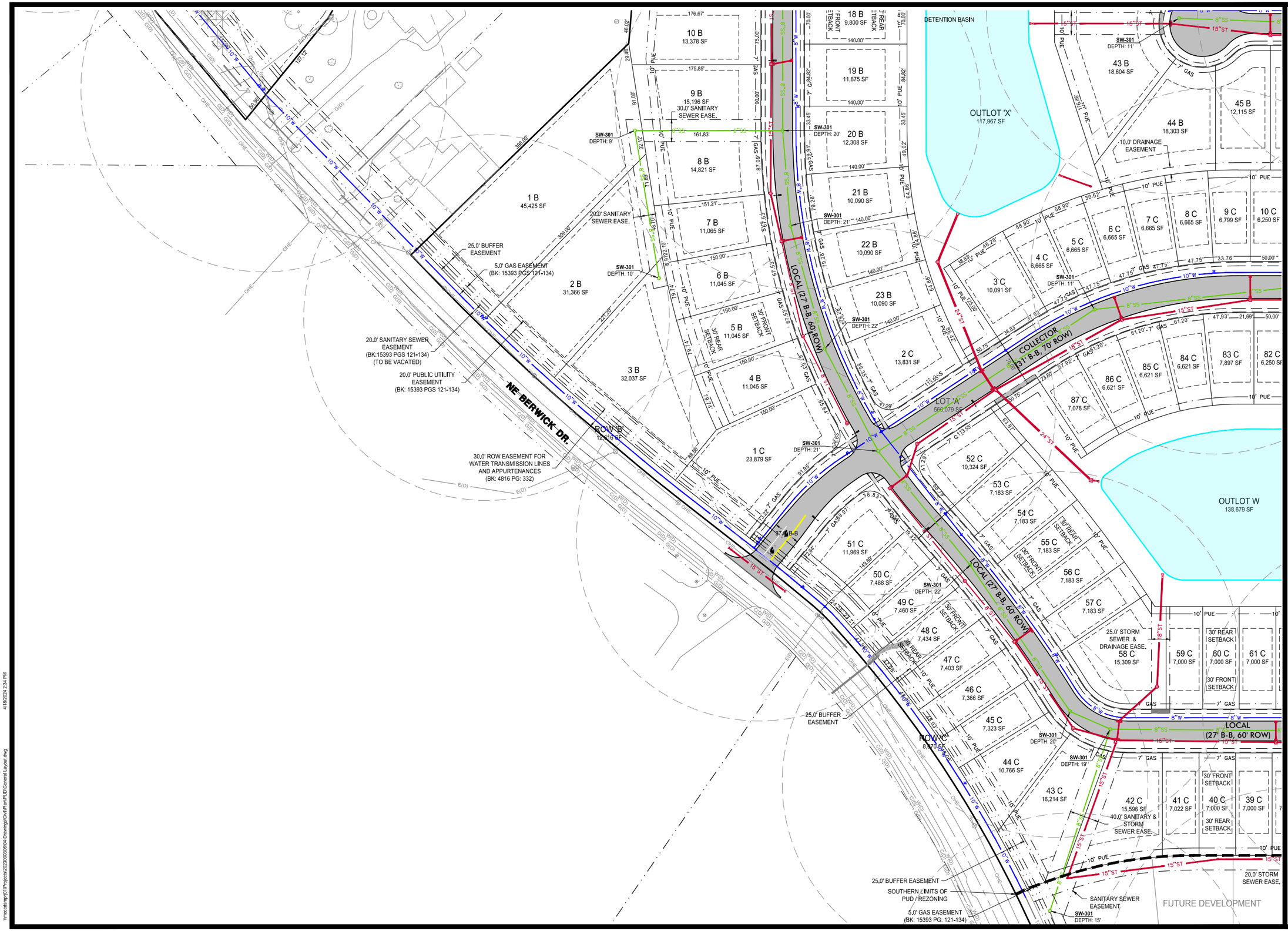

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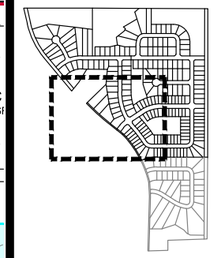

GENERAL LAYOUT SOUTHWEST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

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J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
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GN-03	6 / 12

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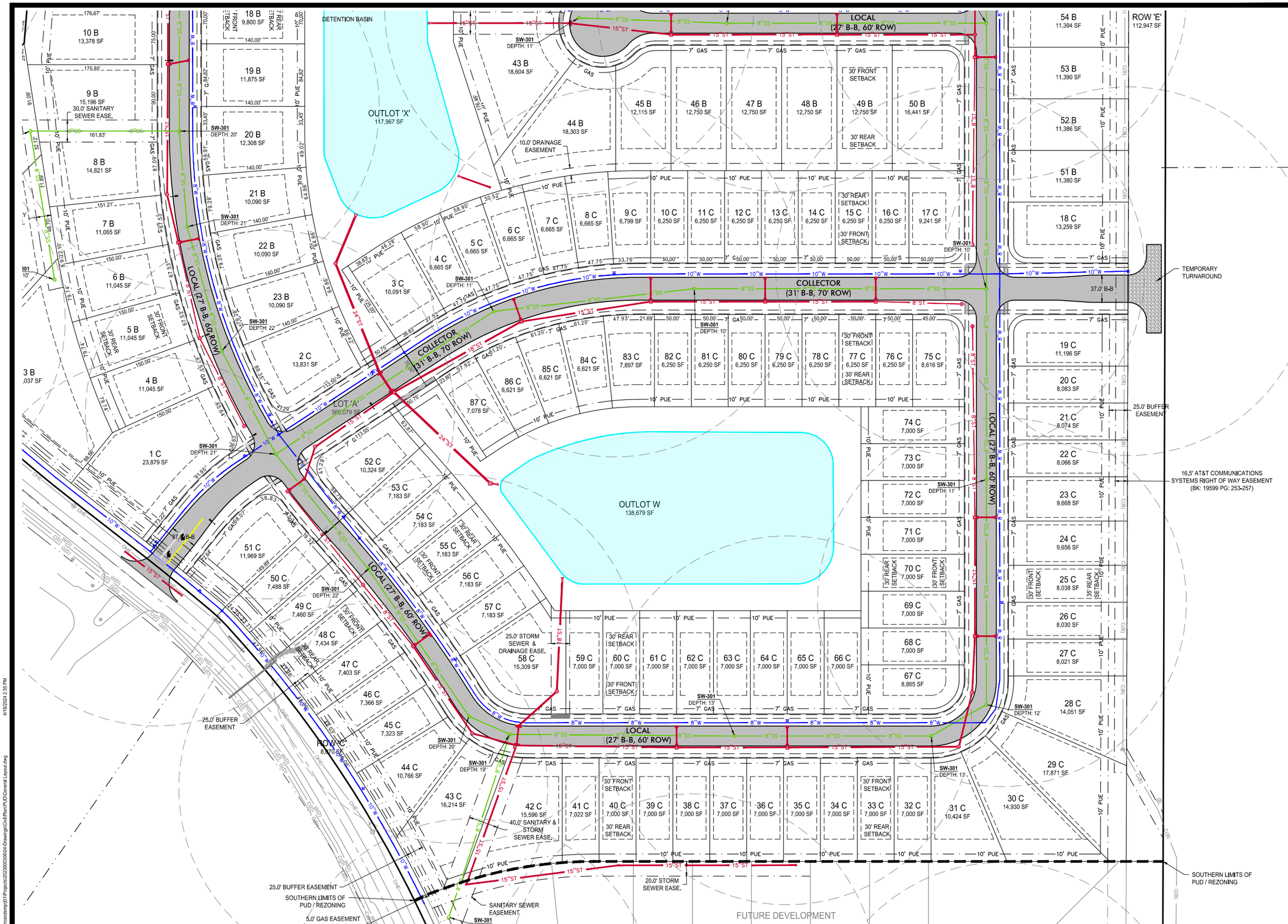

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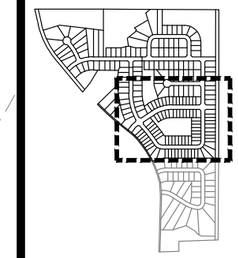

GENERAL LAYOUT SOUTHEAST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
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J. BECKER	
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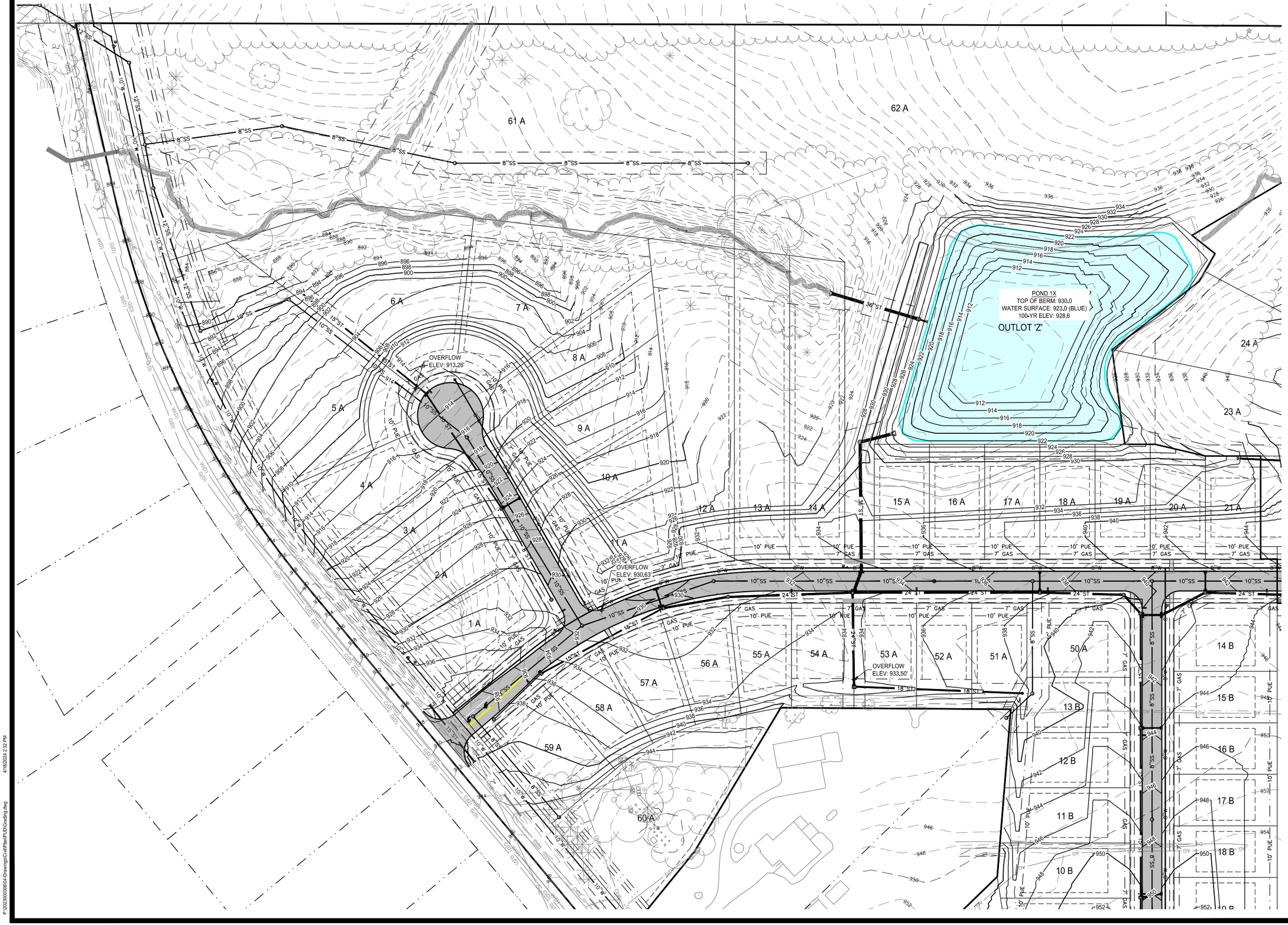

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building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
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GRADING PLAN NORTHWEST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
DRAWING NO.	SHEET NO.
GR-01	8 / 12

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GRADING NOTES

1. ELEVATIONS PROVIDED HEREIN ARE PRELIMINARY IN NATURE BASED ON THE GRADING AT THE TIME OF THIS MASTER PLAN AND IS SUBJECT TO CHANGE.
2. MPEs/MOEs/etc SHALL BE ESTABLISHED WHERE NECESSARY DURING CONSTRUCTION DRAWINGS/SITE PLAN STAGES AND RECORDED AS PART OF THE RESPECTIVE FINAL PLATS
3. LOTS THAT DRAIN FROM REAR TO THE FRONT WILL BE REQUIRED TO GRADE SIDE YARDS IN THEIR FINAL CONDITION.

POND 1X
TOP OF BERM: 930.0
WATER SURFACE: 923.0 (BLUE)
100-YR ELEV: 928.6

OUTLOT 'Z'

POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7

OVERFLOW ELEV: 956.17'

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515-964-1229
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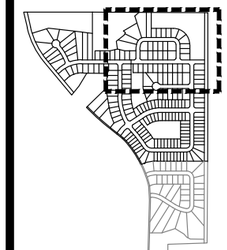

GRADING PLAN NORTHEAST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
DRAWING NO.	SHEET NO.
GR-02	9 / 12

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POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7

OVERFLOW
ELEV: 956.17'

OUTLOT 'X'

POND 1Z
TOP OF BERM: 955.0
WATER SURFACE: 950.0 (BLUE)
100-YR ELEV: 952.6

OUTLOT 'Y'

FUTURE DEVELOPMENT

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GRADING PLAN SOUTHWEST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
DRAWING NO.	SHEET NO.
GR-03	10 / 12

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POND 1Y
TOP OF BERM: 945.0
WATER SURFACE: 940.0 (BLUE)
100-YR ELEV: 943.7

OVERFLOW
ELEV: 956.17

OUTLOT
'X'

POND 1Z
TOP OF BERM: 955.0
WATER SURFACE: 950.0 (BLUE)
100-YR ELEV: 952.6

OUTLOT
'Y'

FUTURE DEVELOPMENT

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GRADING PLAN SOUTHEAST

NORTH

0 30' 60' 120'
GRAPHIC SCALE

BERWICK ESTATES MASTER PLAN & PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
DRAWING NO.	SHEET NO.
GR-04	11 / 12

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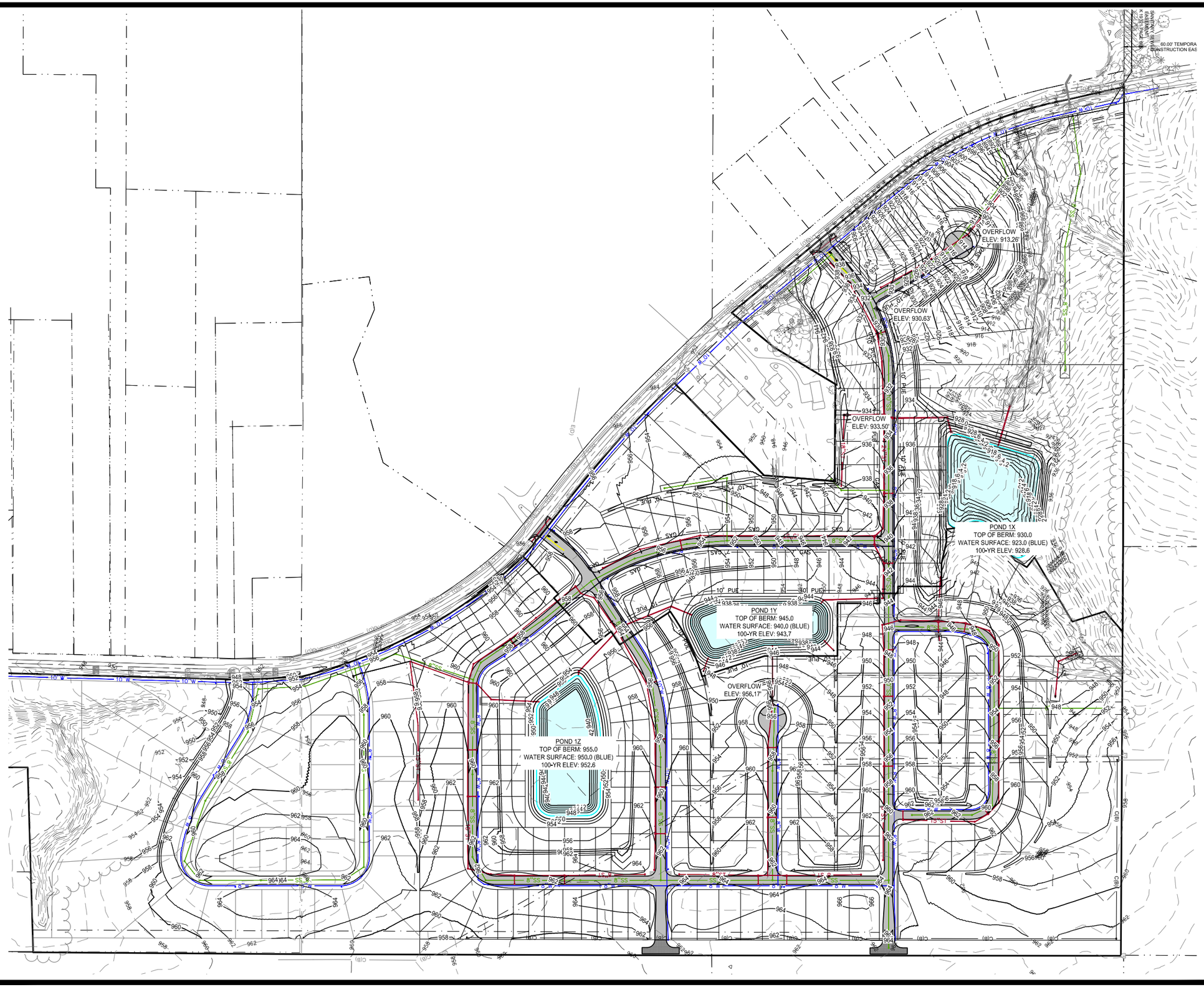

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GRADING PLAN
OVERALL

NORTH

0 75' 150' 300'
GRAPHIC SCALE

BERWICK ESTATES
MASTER PLAN &
PRELIMINARY PLAT

ANKENY, IA
2023000306

ISSUANCE DATE:
4/18/2024

ENGINEER	DRAWN BY
J. BECKER	J. BECKER
CHECKED BY	FIELD BOOK NO.
J. BECKER	
DRAWING NO.	SHEET NO.
GR-05	12 / 12

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N

1 inch = 1,096 feet

Date: 3/5/2024

Berwick Estates PUD Rezoning
Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2169:

An Ordinance clarifying the Code of Ordinances of the City of Ankeny, Iowa, 2008, pertaining to the chapter reference for Mobile Food Vendors.

EXECUTIVE SUMMARY:

Ordinance 2004, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by adding Chapter 124: Mobile Food Vendors, was adopted on March 23, 2020. However, the Ordinance was codified as Chapter 142.

Iowa Codification incorporated Ordinance 2004 under Chapter 142 in order to list it in the Regulation of Business and Vocations section, along with the other business regulations chapters, rather than listing it with the Franchises.

The proposed Ordinance will clarify that Mobile Food Vendors was incorporated in the Code of Ordinances of the City of Ankeny, Iowa, 2008 as Chapter 142: Mobile Food Vendors.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve second reading of Ordinance 2169.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2004 on March 23, 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2169.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Ordinance 2004

ORDINANCE XXXX

AN ORDINANCE CLARIFYING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, PERTAINING TO THE CHAPTER REFERENCE FOR MOBILE FOOD VENDORS

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

SECTION 1. CHAPTER CLARIFIED. Ordinance 2004 was adopted on March 23, 2020. Ordinance 2004 was incorporated into the Code of Ordinances of the City of Ankeny, Iowa, 2008 as Chapter 142 entitled MOBILE FOOD VENDORS, rather than Chapter 124 entitled MOBILE FOOD VENDORS.

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.

PASSED AND APPROVED this _____ day of _____,2024.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ___DAY OF _____, 2024

1st Con ____/24
2nd Con ____/24
3rd Con ____/24

ORDINANCE 2004

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, BY ADDING A NEW SECTION ENTITLED MOBILE FOOD VENDORS

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

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of Ankeny, Iowa, 2008 is amended by adding a new Chapter 124 entitled MOBILE FOOD VENDORS, is here by adopted to read as follows:

124.01 DEFINITION.

1. Mobile Food Unit may be defined as, but is not limited to, the below descriptions:

    A. Food Cart — a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

    B. Food Stand — any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

    C. Food Truck — a self-propelled or non-self-propelled vehicle or trailer that is operable and currently licensed through the Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, packaged, prepared, and/or not potentially hazardous.

2. Mobile Food Vendor: The person, corporation, entity or group obtaining the license to prepare, market or sell food from a mobile vending unit or food stand.

124.02 MOBILE FOOD UNIT.

1. Mobile Food Unit Licensing. It shall be unlawful for any person to engage in the sale of food or beverages to the public from a Mobile Food Unit within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other state, federal, or county permits, certifications, and licenses.

A. A mobile food unit license is an annual license that expires on March 31 each year and must be renewed prior to the first event after that date. A single-event mobile food unit license may be issued for a duration of no more than three (3) consecutive days.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety, and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

(4) City-sponsored events held on City property.

(5) Local Residents and Farmers participating in the "Uptown Ankeny Farmers Market" from May to September each year held at the Ankeny Market & Pavilion.

2. License/Inspection Fee(s). At the time of the submittal of a license application, the applicant shall pay to the City Clerk's Office the applicable license fee in addition to any applicable inspection fee(s).

A. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

B. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

3. Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit

activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit from the front, side, and back.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

F. Character of Applicant. Upon receipt of the complete application as required by this chapter, the applicant shall be required to complete a background check through a preferred vendor of the City of Ankeny. Upon completion of the background check, Ankeny Police Department shall investigate the applicant as deemed necessary for the protection of the public's health, safety, welfare, and good.

(1) Satisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the City Clerk's Office may endorse approval on the application and a license may be issued.

(2) Unsatisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief or the chief's designee may endorse on such application disapproval and state reasons for disapproval and return the application to the City Clerk's Office. The City Clerk's Office shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under 124.02 section 4. The following are character requirements for obtaining a Mobile Food Unit License:

a. Applicant must possess a valid driver's license, unless the applicant will not be utilizing a motor vehicle for food vending purposes.

b. The applicant has not had any misdemeanor convictions, excluding traffic law violations, in the past 2 years.

c. The applicant has not had any felony level criminal charges regardless of conviction status in the past 5 years.

d. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any felony level crime in the past 10 years.

e. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any forcible felony, including any felony child endangerment, assault, murder, sexual abuse, kidnapping, robbery, arson in the first degree or burglary in the first degree, or any sexually motivated crime.

4. Right to Appeal. Any applicant whose application for license was disapproved under section 3(E)(2) may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk's Office a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the Clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

A. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance awaiting the submittal of additional requested information from the applicant and if the applicant has not communicated in writing with the City Clerk's Office and made reasonable progress within thirty (30) days from the last written notification from the City Clerk's Office to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

B. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk's Office will issue a mobile food unit license.

C. Modification of License after Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required. If a mobile food vendor changes locations within the permitted time, it is the vendor's responsibility to submit a new written consent of the property owner or lessee to use the property on which they propose to operate.

5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an approved special event permit issued by the City Clerk's Office, within a City park or greenway.

6. Unattended Mobile Food Unit. No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other City code requirements or the mobile food unit is a participant in a multiple-day (consecutive) City permitted special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

7. Music and Sound-Making Devices. The use of music or sound-making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

   A. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

   B. The operator of the mobile food unit shall display their City license in full view of the public in or on the unit.

   C. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement,

so long as it is in compliance with all other City code requirements related to residential property.

D. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

E. A mobile food unit operating on nonresidential property (excluding those operating as part of "special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the City Park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half (1/2) hour (30 minutes) prior to the usual posted opening time of the corresponding business or City Park and must depart from the property no later than one-half (1/2) hour (30 minutes) after the usual posted closing time of the corresponding business or City Park. In the case of operating a mobile food unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

F. A mobile food unit operating on nonresidential property as part of a special event may only do so during the granted time period for the event.

G. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

H. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the City site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a City approved temporary site plan amendment.

I. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

J. The mobile food unit must be located on a paved surface, unless approved as part of a special event permit or through a temporary site plan amendment.

K. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by City staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

L. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they

receive expressed written consent of the restaurant or business owner. A City approved special event may be exempt from this provision.

M. All mobile food units shall maintain a minimum separation from buildings – five feet (5') for State IA Class I and II units and fifteen feet (15') for State IA Class III and IV units, as measured to the closest building element including awnings or canopies, tents, or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

N. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

O. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48") walkway by patrons waiting in line for service from the pushcart.

P. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

Q. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

R. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

S. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

9. Property Owner/Lessee Responsibility. By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

124.03 UNLAWFUL ACTS.

1. Fraudulent Representation/Harassment. No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered

for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

2. Failure to Maintain Licenses and Permits. Failure of any applicant to maintain the appropriate county, State and federal licenses and permits during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

124.04 SUSPENSION OR REVOCATION OF LICENSE.

1. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows.

A. Grounds. The City Clerk's Office may suspend or revoke any license issued under this chapter for any of, but not limited to, the following reasons:

(1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

(2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

(3) The licensee has conducted his/her business in such a manner as to endanger the public welfare, safety, order, or morals.

(4) The City Clerk's Office has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

B. Notice of Suspension or Revocation; Right to Appeal. The City Clerk or Clerk's designee shall cause notice of the license revocation to be served in person by a City official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City. The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

124.05 PENALTY. Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 23rd day of March, 2020.

Gary Lorenz, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 27th DAY OF March, 2020

1st Con 3/2/20
2nd Con 3/16/20
3rd Con 3/23/20

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2170:

An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 142 Mobile Food Vendors.

EXECUTIVE SUMMARY:

Ordinance 2004, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by adding Chapter 124: Mobile Food Vendors, was adopted on March 23, 2020.

One of the requirements to obtain a Mobile Food Vendor permit is to provide proof of general liability insurance in the amount of at least $500,000 per occurrence/$1M aggregate and $500,000 for property damage.

Staff has researched the insurance requirements of other municipalities and discussed this coverage with

the City's insurance broker. At the broker's recommendation, a more appropriate requirement would be proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage.

Staff respectfully requests a waiver of the third reading for the Ordinance to amend provisions of Chapter 142 as the 2024-2025 permitting season is beginning.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve second Reading of Ordinance 2170.

Approve request to waive the third reading of Ordinance 2170.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2004 on March 23, 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2170.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2170, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance - proposed amendment
Ordinance 2004

ORDINANCE 2170

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 142 MOBILE FOOD VENDORS

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

SECTION 1. SUBSECTION MODIFIED: That Subsection 3 of Section 142.02 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

142.02 MOBILE FOOD UNITS.

3. Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

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 AND APPROVED this _____ day of _____,2024.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN
THE DES MOINES REGISTER
ON THE ___DAY OF _____, 2024

1st Con _____
2nd Con _____
3rd Con _____

ORDINANCE 2004

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, 2008, BY ADDING A NEW SECTION ENTITLED MOBILE FOOD VENDORS

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

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of Ankeny, Iowa, 2008 is amended by adding a new Chapter 124 entitled MOBILE FOOD VENDORS, is here by adopted to read as follows:

124.01 DEFINITION.

1. Mobile Food Unit may be defined as, but is not limited to, the below descriptions:

    A. Food Cart — a non-self-propelled vehicle food establishment which facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared, packaged, and/or non-potentially hazardous or commissary-wrapped foods maintained at proper temperatures or precooked foods that require limited assembly, such as frankfurters.

    B. Food Stand — any article, device, fixture or equipment that is used as a place to provide food and includes, but is not limited to, food tents, food shacks, food pods or food booths that are non-motorized, with or without a mobile kitchen, and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, prepared and/or not potentially hazardous. Food stands are not lawfully permitted as a permanent structure.

    C. Food Truck — a self-propelled or non-self-propelled vehicle or trailer that is operable and currently licensed through the Department of Motor Vehicles. A food truck contains a mobile kitchen and facilitates the preparation, marketing, and sale of food that is whole and unprocessed, packaged, prepared, and/or not potentially hazardous.

2. Mobile Food Vendor: The person, corporation, entity or group obtaining the license to prepare, market or sell food from a mobile vending unit or food stand.

124.02 MOBILE FOOD UNIT.

1. Mobile Food Unit Licensing. It shall be unlawful for any person to engage in the sale of food or beverages to the public from a Mobile Food Unit within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other state, federal, or county permits, certifications, and licenses.

A. A mobile food unit license is an annual license that expires on March 31 each year and must be renewed prior to the first event after that date. A single-event mobile food unit license may be issued for a duration of no more than three (3) consecutive days.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety, and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishment's premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan or permitted conditional use permit for the venue.

(4) City-sponsored events held on City property.

(5) Local Residents and Farmers participating in the "Uptown Ankeny Farmers Market" from May to September each year held at the Ankeny Market & Pavilion.

2. License/Inspection Fee(s). At the time of the submittal of a license application, the applicant shall pay to the City Clerk's Office the applicable license fee in addition to any applicable inspection fee(s).

A. The amount of the license and applicable inspections fee(s) shall be determined in accordance with an established fee schedule, which fee schedule may be modified from time to time with approval of the council.

B. Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

3. Mobile Food Unit Licensing Application.

A. Filing. Application requests shall be filed with the City Clerk's Office. No application request shall be accepted for filing and processing unless it conforms to the requirements of this title. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the appropriate fees.

B. Timely Submittal. Unless otherwise provided herein, complete applications and all supporting documents, including background checks and operational permits (if applicable), must be submitted to the City Clerk's Office not less than ten (10) business days prior to the proposed start date of the mobile food unit

activities. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office.

C. Applicant's Responsibility. Receiving approval of a mobile food unit license from the City Clerk's Office shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations.

D. Application Fee. The application fee shall be paid by the applicant for the permit upon submission of the application. The application fee shall be nonrefundable. No fee is required for a permit issued to City, State or Federal government or any governmental subdivision or agency.

E. Application Contents. Application shall be made on a form provided by the City Clerk's Office and shall include:

(1) Full name of the applicant.

(2) Applicant's contact information including mailing address, phone numbers, and e-mail address.

(3) Regulatory authorities, such as State or County, inspection certificate.

(4) Description of the kitchen facilities, cooking facilities, preparation area, and safety features (such as, but not limited to, suppression system) of the mobile food unit.

(5) Vehicle registration, if applicable.

(6) Photographs of the mobile food unit from the front, side, and back.

(7) Overall size of the vehicle (length and width).

(8) Copy of the Ankeny Fire Department inspection certificate for all Class II, III and IV type food vendors. Classifications are determined by the Iowa Department of Inspections and Appeals Guideline.

(9) Written consent of the property owner (s) or lessee (s) to use the property on which they propose to operate and acknowledging property owner or lessee is jointly and severally, with the vendor, responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site.

(10) Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a mobile food vendor license.

(11) Permit application fee(s).

F. Character of Applicant. Upon receipt of the complete application as required by this chapter, the applicant shall be required to complete a background check through a preferred vendor of the City of Ankeny. Upon completion of the background check, Ankeny Police Department shall investigate the applicant as deemed necessary for the protection of the public's health, safety, welfare, and good.

(1) Satisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be satisfactory, the City Clerk's Office may endorse approval on the application and a license may be issued.

(2) Unsatisfactory Character and Business Responsibility. If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory such that would harm the public good, the police chief or the chief's designee may endorse on such application disapproval and state reasons for disapproval and return the application to the City Clerk's Office. The City Clerk's Office shall notify the applicant in writing that the application has been disapproved, state the reasons for the denial, and the applicant's right to appeal under 124.02 section 4. The following are character requirements for obtaining a Mobile Food Unit License:

a. Applicant must possess a valid driver's license, unless the applicant will not be utilizing a motor vehicle for food vending purposes.

b. The applicant has not had any misdemeanor convictions, excluding traffic law violations, in the past 2 years.

c. The applicant has not had any felony level criminal charges regardless of conviction status in the past 5 years.

d. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any felony level crime in the past 10 years.

e. The applicant has not been convicted of, pled guilty to or stipulated to the facts of any forcible felony, including any felony child endangerment, assault, murder, sexual abuse, kidnapping, robbery, arson in the first degree or burglary in the first degree, or any sexually motivated crime.

4. Right to Appeal. Any applicant whose application for license was disapproved under section 3(E)(2) may appeal to the City Council at its next regularly scheduled meeting by filing with the City Clerk's Office a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the Clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.

A. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance awaiting the submittal of additional requested information from the applicant and if the applicant has not communicated in writing with the City Clerk's Office and made reasonable progress within thirty (30) days from the last written notification from the City Clerk's Office to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

B. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk's Office will issue a mobile food unit license.

C. Modification of License after Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher state licensing level classification, a new application and fire inspection shall be required. If a mobile food vendor changes locations within the permitted time, it is the vendor's responsibility to submit a new written consent of the property owner or lessee to use the property on which they propose to operate.

5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an approved special event permit issued by the City Clerk's Office, within a City park or greenway.

6. Unattended Mobile Food Unit. No mobile food unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other City code requirements or the mobile food unit is a participant in a multiple-day (consecutive) City permitted special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

7. Music and Sound-Making Devices. The use of music or sound-making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.

8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

   A. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

   B. The operator of the mobile food unit shall display their City license in full view of the public in or on the unit.

   C. Mobile food units shall only be allowed on nonresidential properties, except in the case of an approved residential block party or private catering arrangement,

so long as it is in compliance with all other City code requirements related to residential property.

D. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten thirty o'clock (10:30) P.M.

E. A mobile food unit operating on nonresidential property (excluding those operating as part of "special event") may only do so during the usual posted business hours of the consenting business(es) of the property the mobile food unit is utilizing or during the posted hours of the City Park being utilized. Mobile food units may enter a nonresidential property in order to set up to conduct business up to one-half (1/2) hour (30 minutes) prior to the usual posted opening time of the corresponding business or City Park and must depart from the property no later than one-half (1/2) hour (30 minutes) after the usual posted closing time of the corresponding business or City Park. In the case of operating a mobile food unit on nonresidential property where the corresponding business(es) does not have usual posted business operating hours or operates on a twenty-four (24) hour type basis, the mobile food unit may not remain on the premises for longer than eighteen (18) hours and must depart for at least six (6) hours before reentering unless operating under an approved public property special event permit.

F. A mobile food unit operating on nonresidential property as part of a special event may only do so during the granted time period for the event.

G. Mobile food units must maintain a minimum separation between units of fifteen feet (15').

H. Mobile food unit operation is not a generally acceptable use of a nonresidential parking lot and may only be allowed if doing so does not diminish the usable number of parking spots within the lot to below the minimum threshold needed as established by the City site plan for the property. It is the joint responsibility of the property owner or lessee and mobile food unit owner to ensure that this provision is not violated. Exceptions to this rule may be applied for by way of a City approved temporary site plan amendment.

I. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.

J. The mobile food unit must be located on a paved surface, unless approved as part of a special event permit or through a temporary site plan amendment.

K. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by City staff after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.

L. No mobile food unit may operate within one hundred feet (100') of a permanent restaurant or business offering food or beverage services unless they

receive expressed written consent of the restaurant or business owner. A City approved special event may be exempt from this provision.

M. All mobile food units shall maintain a minimum separation from buildings – five feet (5') for State IA Class I and II units and fifteen feet (15') for State IA Class III and IV units, as measured to the closest building element including awnings or canopies, tents, or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.

N. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.

O. With the exception of pushcarts as allowed herein, no mobile food unit shall be placed on a public or private sidewalk. Pushcarts may locate on or adjacent to a private sidewalk or public sidewalk only as part of an approved public property special event permit. However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48") walkway by patrons waiting in line for service from the pushcart.

P. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

Q. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

R. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

S. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

9. Property Owner/Lessee Responsibility. By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

124.03 UNLAWFUL ACTS.

1. Fraudulent Representation/Harassment. No licensee shall falsely or fraudulently misrepresent the quality, character, or quantity of any article, item, or commodity offered

for sale, or sell any unwholesome or tainted food or foodstuffs. No licensee shall harass, intimidate, coerce, or threaten any individual to induce a sale.

2. Failure to Maintain Licenses and Permits. Failure of any applicant to maintain the appropriate county, State and federal licenses and permits during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

124.04 SUSPENSION OR REVOCATION OF LICENSE.

1. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows.

A. Grounds. The City Clerk's Office may suspend or revoke any license issued under this chapter for any of, but not limited to, the following reasons:

(1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

(2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

(3) The licensee has conducted his/her business in such a manner as to endanger the public welfare, safety, order, or morals.

(4) The City Clerk's Office has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

B. Notice of Suspension or Revocation; Right to Appeal. The City Clerk or Clerk's designee shall cause notice of the license revocation to be served in person by a City official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the City. The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the City Council at least seven (7) days prior to the meeting. The City Council may affirm, modify or reverse the decision of the Clerk to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

124.05 PENALTY. Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 23rd day of March, 2020.

Gary Lorenz, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 27th DAY OF March, 2020

1st Con 3/2/20
2nd Con 3/16/20
3rd Con 3/23/20

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2171:

An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 11 Special Events.

EXECUTIVE SUMMARY:

Ordinance 2007, amending the Code of Ordinances of the City of Ankeny, Iowa, 2008 by repealing and replacing Chapter 11: Special Events, was adopted on March 23, 2020.

One of the requirements to obtain a Special Event permit is to provide proof of general liability insurance in the amount of at least $500,000 per occurrence/$1M aggregate and $500,000 for property damage.

Staff has researched the insurance requirements of various municipalities and discussed this coverage requirement with the City's insurance broker. At the broker’s recommendation, a more appropriate

requirement would be proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage.

Staff respectfully requests a waiver of the third reading for the Ordinance to amend provisions of Chapter 11 as the 2024-2025 permitting season is beginning.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve second reading of Ordinance 2171.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council adopted Ordinance 2007 on March 23, 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2171.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2171, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Ordinance 2007

ORDINANCE NO. ___

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 11 SPECIAL EVENTS

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

SECTION 1. SUBSECTION MODIFIED: That Subsection 1 of Section 11.07 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

11.07 INSURANCE REQUIRED.

1. Proof of general liability insurance in the amount of at least $1M per occurrence/$2M aggregate and $100,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a special events permit.

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 AND APPROVED this _____ day of _____,2024.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN
THE DES MOINES REGISTER
ON THE ___DAY OF _____, 2024

1st Con _____
2nd Con _____
3rd Con _____

ORDINANCE 2007

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF ANKENY, IOWA, 2008, BY REPEALING AND REPLACING CHAPTER 11, "SPECIAL EVENTS"

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

SECTION 1. CHAPTER MODIFIED. Chapter 11 "Special Events" of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

11.01 PURPOSE AND INTENT:

These regulations prescribe the conditions through which special events of limited duration may be permitted to occur within the City that involve a request from an individual or organization creating an anticipated significant impact to City property or right-of-way, such as increased vehicle or pedestrian traffic or the closure of a public street, and it is advisable or necessary to include City staff in the preparation, planning, coordination, and approval of the requested special event to promote the health, safety, and welfare of the general public and of the event participants or attendees.

11.02 APPLICATION AND PERMIT REQUIRED:

A special event permit shall be required for all events that relate to the stated purpose and intent of this Ordinance including the following:

1. Private events with 500 or more persons at any one time, events being held on public property, block parties, running and/or bicycling events, events requiring police/fire escort services, parades and that also have one or more of the following:

    a. Partial or full closure of a public street;
    b. Blocking or restricting access to private property of others or blocking or restricting access to a public property;
    c. Use of pyrotechnics or special effects;
    d. Use of open flame or other potentially dangerous displays;
    e. Sale or distribution of merchandise, food or beverages including alcoholic beverages;
    f. Erection of a tent or canopy requiring a permit;
    g. Installation of a stage, band shell, truck, trailer, van, portable building, booth, grandstand or bleachers;
    h. Placement of portable toilets;
    i. Placement of temporary signs or banners;
    j. Amplified sound.

Special Event Permit may be waived by the City Council under circumstances deemed to be in the best interest of the City.

A special event permit must be timely applied for and issued by the City prior to the commencement of the event. It shall be unlawful for any person or organization to engage, sponsor, or participate in any event described herein without having first applied for and obtained a permit in accordance with this Ordinance. Receiving approval of a special event permit from the City shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, state, and federal regulations. The City reserves the right to impose special guidelines and restrictions for any special event based upon the nature of the proposed event, the proposed location of the event, and the anticipated attendance of the event. The City also reserves the right to temporarily suspend other City Code requirements for any special event based upon the particular event details. City staff shall be responsible for the issuance of special event permits that only involve local public streets or do not involve lane closure(s) of arterial or collector streets within the City. The City Council shall decide whether to issue special event permits that do involve lane closure(s) of arterial streets within the City, following receipt of a recommendation from City staff.

11.03 EXEMPTIONS.

The following events are exempt from obtaining a Special Event Permit:

1. Private property that has designated facilities for hosting events (hotel, ballrooms, venue halls);
2. Annual community designated celebrations as designated by resolution of the City Council;
3. Sports facilities located on City property;
4. Police or fire escorts for dignitaries, military, fallen police or fire members.

11.04 APPLICATION REQUIREMENTS.

For any special event defined or described within this Ordinance, the following information, at a minimum, shall be submitted with the application to the City:

1. A written application for a special event permit shall be submitted to the City on a form provided by the City. The application must set forth the following information regarding the proposed special event:
   a. The name, address, telephone number, and e-mail address of the applicant(s) and sponsor(s) of the event and contact person(s).
   b. If the proposed special event would be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization and of the authorizing responsible heads of such organization.
   c. The date(s) and duration of time for the proposed special event.
   d. An accurate description of that portion of the property or right-of-way proposed to be used, including a detailed map. The detailed map should depict the requested location of any activities, structures, tents, barricades, parking, traffic control devices and personnel, signage, trash collection, and portable restroom facilities necessary for

the proposed event.

e. The estimated number of participants or attendees in total and during peak hours.
f. The proposed type of special event, described in detail, including a description of the planned activities and the proposed location.
g. Whether the applicant has obtained or will obtain required permits for any of the following: The sale of alcoholic beverages, tents, amplified sound, fireworks, temporary signs, and any applicable building permits.
h. Addendum forms when applicable.

2. After the initial filing of the application, City staff may request additional information from the applicant to determine whether a special event permit should be issued.
3. Applications that impact or include a commercially zoned district must be submitted not less than ninety (90) calendar days prior to the proposed start date of the special event, unless the City decides to waive the deadline. The City reserves the right to reject any applications that have not been timely submitted to the City.
4. All other applications must be submitted not less than thirty (30) calendar days prior to the proposed start date of the special event, unless the City decides to waive the deadline. The City reserves the right to reject any applications that have not been timely submitted to the City.
5. Before the City can approve the special event permit, the applicant is required to provide proof that notice of the proposed event was sent to all affected neighboring property owners and known tenants including listing agents. The City may also require the applicant to petition or canvass affected neighboring property owners and known tenants to ascertain whether there is sufficient support for the proposed event.

11.05 PERMIT REVIEW PROCESS.

1. City staff shall review applications, identify potential issues and concerns, and work with the applicant to propose possible solutions to resolve those identified issues and concerns. The City staff review shall include the City Clerk or designee, and representatives of the Police, Fire, Emergency Medical Services, Public Works, Parks and Recreation, and Community Development Departments. Additional City staff from other departments may assist with the review depending upon the details of the proposed event.
2. The Parks and Recreation Department shall review special event permit applications for events held exclusively within a City park or greenway in accordance with City park policies, rules, and regulations that do not require City staff from multiple departments as part of the planning or execution of the event and do not cause anticipated significant impact to nearby public streets or other City property.
3. City staff shall consider, at a minimum, the following criteria in reviewing the special event permit application. City staff reserves the right to consider additional criteria in its review as deemed necessary.
   a. Whether the applicant has supplied all of the requested information to City staff.
   b. Whether the applicant has obtained necessary permits involving the sale of alcoholic beverages, tents or inflatables, amplified sound, fireworks, temporary signs, and any applicable building permits.
   c. Whether the applicant has previously held events of similar size and scope within the

City.

d. Whether the date, time, size, or location of the event would substantially interrupt the safe and orderly movement of pedestrian and vehicular traffic in the vicinity of the event's location.
e. Whether the concentration of persons or the closure of a public street at the event would unduly interfere with proper fire and police protection of, or other emergency service through, the event or to areas adjacent to the event's location.
f. Whether the estimated number of participants or attendees or the size or type of event equipment is sufficient to close a public street, or if there is an alternative available to closing a public street.
g. Whether another special event permit has already been granted for substantially the same date, time, or location within the City.
h. Whether the size or time of the event would require so great a diversion of the City police department as to prevent normal police protection at another previously scheduled event in the City.
i. Whether City personnel necessary to regulate and monitor the event can reasonably be made available.
j. Whether the event is reasonably likely to cause injury to persons or property and if there is adequate planning for crowd control of participants or attendees.
k. Whether adequate sanitation or other health facilities will be available at the event.
l. Whether there is a sufficient number of parking places within a reasonable distance to accommodate the number of vehicles expected.
m. Whether the time, size, or nature of the event is compatible with the normal activity at that location.
n. Whether the proposed use or event will likely have a significant adverse environmental impact.
o. Whether negative police or other reports of past activities held or sponsored by the applicant or in the same location merit a recommendation of denial.
p. Whether the applicant, including its employees, agents, and volunteers, have violated City Code provisions or City policies at past events.
q. Whether the applicant has timely paid the City all fees due and owing under any City Code provision or City policy.

11.06 FEES REQUIRED.

1. The applicant for a special event permit shall pay the applicable non-refundable application fee in the amount set in the schedule of fees the City Council has adopted by resolution. The application fee must be paid at the time of submittal of the application.
2. If the permitted event will require the use of any City equipment, facilities, or services, the applicant shall pay the estimated costs for the use of the City equipment, facilities, or services in advance of the event if the City requests such advanced payment be made, or the City may direct the applicant to pay the actual costs for the use of the City equipment or services following the event within thirty (30) calendar days of billing by the City.

11.07 INSURANCE REQUIRED.

1. Proof of general liability insurance in the amount of at least $500,000 per occurrence /$1M aggregate and $500,000 for property damage. A certificate of insurance naming the City of Ankeny as a "Certificate Holder" shall be delivered to the City Clerk's Office prior to the issuance of a special events permit.
2. The applicant must also sign a hold harmless and indemnification agreement with the City in which the applicant holds the City harmless and indemnifies the City for any negligent, reckless, or intentional act attributable to the applicant or the applicant's officials, employees, agents, or volunteers.

11.08 AUTHORITY OF CITY MANAGER.

The City Manager or City Manager designee has the authority to accept or reject events and to terminate or suspend an event which is in violation of this chapter and/or the rules and regulations for Special Events as adopted from time to time by resolution of the City Council. In addition, the City Manager or City Manager's designee has the right to deny or delay a Special Event Permit if sufficient time has not been allowed for the approval process. The City shall have the authority to revoke a Special Event Permit by reason of disaster, public riot or other public safety emergency, or violations to local, State and Federal requirements.

11.09 APPEAL PROCEDURE.

1. City staff's decision to approve or deny a special event permit may be appealed to the City Council by making a written request to the City Clerk. The appeal will be placed on the agenda for the next available City Council meeting.
2. After receiving the appeal and considering any submitted comments, the City Council shall affirm, reverse, or modify the decision of City staff. The decision of the City Council shall be the final determination as to whether or not the City approves the special event permit.

11.10 PERMIT REVOCATION.

A special event permit for any event in progress may be revoked and the event terminated by the Chief of Police or the Fire Chief, or their respective designees, if the safety of the public is imminently endangered by activities generated during the event, the participants or attendees engage in violent or destructive behavior causing injury to persons or damage to property, or if there is a major violation of the conditions of the permit such that the standards of issuance have not been satisfied.

11.11 VIOLATIONS.

No person shall violate any of the provisions of this Ordinance, and specifically shall not commit any of the following unlawful acts:

1. No person shall hold, sponsor, or be in charge of any activity for which a special event permit is required without possessing a valid special event permit.
2. No person shall violate any condition placed upon a special event permit.
3. No person shall provide false or inaccurate information on a written application for a special event permit.

11.12 PENALTIES.

Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than five hundred dollars ($500.00) and may also be punishable as municipal infractions subject to a civil penalty as set forth in this Code. Police officers, code enforcement officers or the Police Chief's designees shall have the authority to issue citations for violations of this chapter and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this 23rd day of March, 2020.

Gary Lorenz, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 27th DAY OF March, 2020

1st Con 3/2/20
2nd Con 3/16/20
3rd Con 3/23/20

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2172:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (PH 2024-31).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2172 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2172.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance - RZ A
PZ Stamped RZ A Exhibit
PZ Stamped PUD Conceptual Plan - Area A

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to PUD, Planned Unit Development, (Rezoning Area A); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 88.86-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area A); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

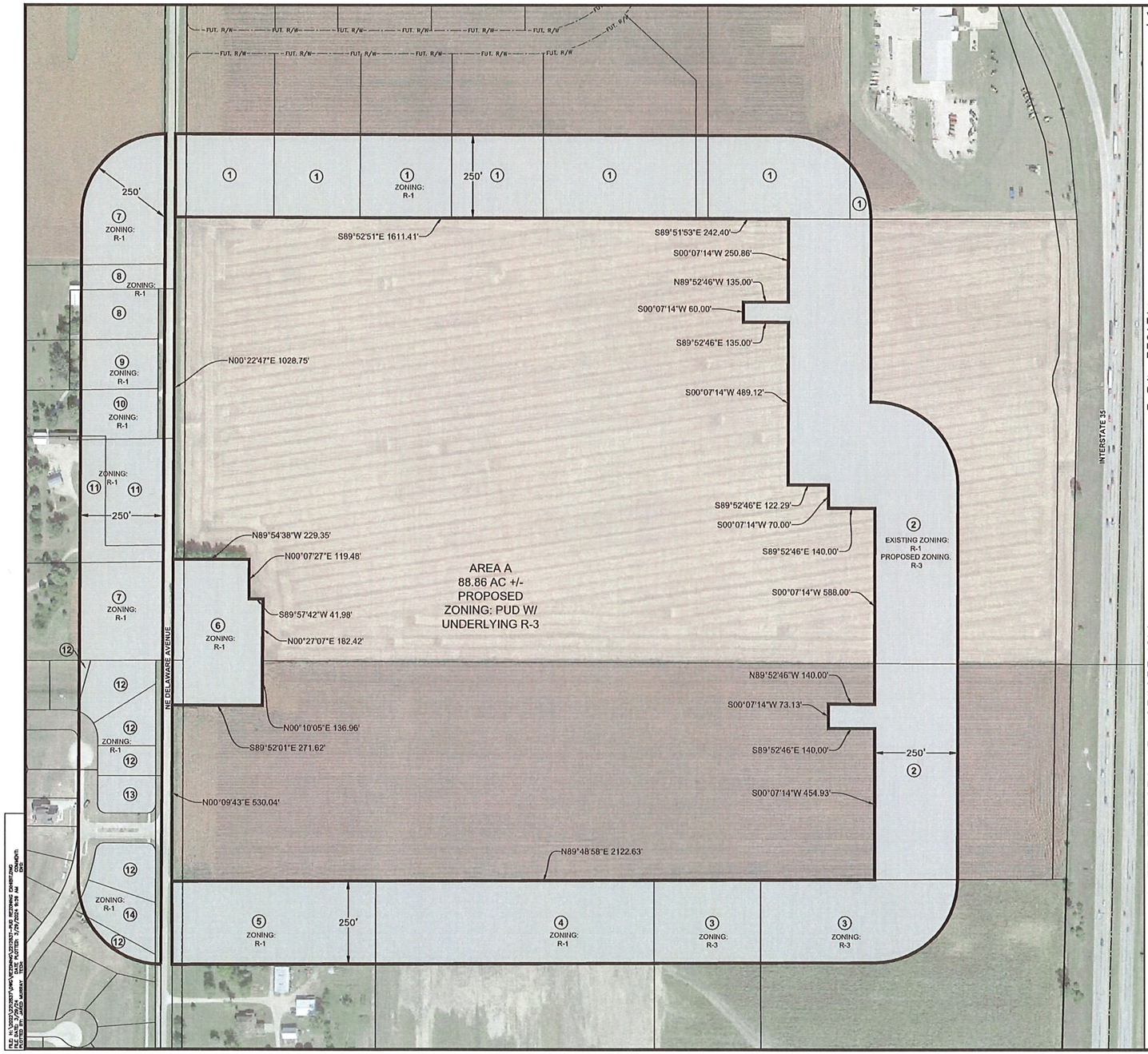
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

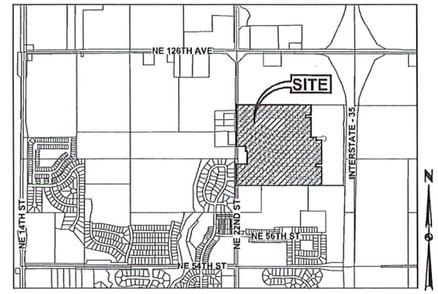
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. TODD RUETER	11.77 AC.	22.17%	X
2. HOPE K FARMS LLC	13.24 AC.	24.94%	X
3. NORTH ANKENY LAND LLC	4.95 AC.	9.33%	X
4. KIMBERLEY DEVELOPMENT CORP	4.82 AC.	9.08%	X
5. CAROL & RANDY MILLER	3.54 AC.	6.67%	X
6. ALVIN & EMILY WYCKOFF	2.60 AC.	4.90%	
7. HOPE KIMBERLEY LLC	3.64 AC.	6.86%	X
8. ALAN ABUHL	1.23 AC.	2.32%	
9. MORGAN & SAMUEL KEASLER	0.80 AC.	1.51%	
10. JILL & SHANNON HAUS	0.79 AC.	1.49%	
11. JUDITH & ROBIN VAN DYKE	2.14 AC.	4.03%	
12. BILL KIMBERLEY LC	2.46 AC.	4.63%	X
13. BRUCE & DEBBY DROTTZ	0.44 AC.	0.83%	
14. CANDICE & HOLLY MELAHOURES	0.66 AC.	1.24%	
	53.08 AC.	100%	83.68%

REZONING DESCRIPTION

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N

SCALE
0' 75' 150' 300'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: JDS

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

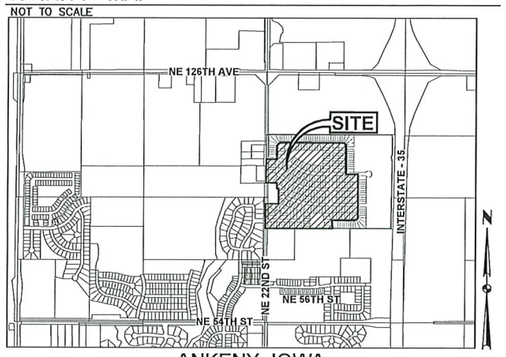
HOPE CROSSING
PUD REZONING EXHIBIT - AREA A

1/1
2212.837

HOPE CROSSING

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ENGINEER / SURVEYOR

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

BULK REGULATIONS

SETBACKS:
FRONT YARD SETBACK = 25 FT
SIDE YARD SETBACK = 10 FT (5 FT MINIMUM EACH SIDE)
REAR YARD SETBACK = 25 FT

MIN. LOT WIDTH: = 55 FT

MIN. LOT AREA: = 6,600 SF

* LOTS (230) / ACRE (70.95) = 3.24 LOTS/ACRE

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: PUD: PLANNED UNIT DEVELOPMENT W/ UNDERLYING R-3 (MULTIPLE-FAMILY RESIDENCE DISTRICT)

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS, INCLUDING NE DELAWARE AVENUE.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
4. OUTLOT 'Y' WILL BE DEDICATED TO THE CITY OF ANKENY AS PARKLAND.
5. OUTLOT 'Z' WILL BE UTILIZED FOR STORM WATER DETENTION AND WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
6. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE RIGHT-OF-WAY.
7. ACCESSORY STRUCTURES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK A MINIMUM OF 20' FROM THE NE DELAWARE AVENUE RIGHT-OF-WAY.
8. NO LOTS WILL BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
9. LOTS 34, 35 AND 182 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF STREET B. DRIVEWAY ACCESS MUST BE SHOWN ON STREET G.
10. IF DRIVEWAY FOR LOT 219 IS LOCATED ON STREET B, IT MUST BE LOCATED AS FAR EAST AS POSSIBLE TO AVOID CONFLICT WITH THE INTERSECTION.
11. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
12. DEVELOPER WILL BE RESPONSIBLE FOR RECOMMENDATIONS FROM THE CITY APPROVED TRAFFIC IMPACT STUDY.

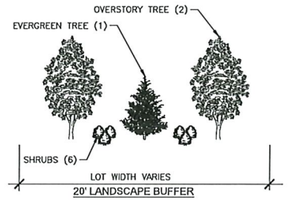
REZONING DESCRIPTION

A PART OF THE NORTHWEST FRACTIONAL QUARTER AND A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°52'51" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER, 1611.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER; THENCE SOUTH 89°51'53" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST FRACTIONAL QUARTER, 242.40 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 454.93 FEET TO THE NORTH LINE OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG SAID NORTH LINE AND THE SOUTH LINE OF THE NORTH QUARTER OF SAID SOUTHWEST FRACTIONAL QUARTER, 2122.63 FEET TO THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°09'43" EAST ALONG SAID WEST LINE, 530.04 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN BOOK 16459, PAGE 161; THENCE SOUTH 89°52'01" EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 271.62 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 00°10'05" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, 136.96 FEET; THENCE NORTH 00°27'07" EAST ALONG SAID EASTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST ALONG SAID EASTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST ALONG SAID EASTERLY LINE, 119.48 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°54'38" WEST ALONG THE NORTH LINE OF SAID PROPERTY, 229.35 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY AND THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.86 ACRES (3,870,694 SQUARE FEET).

LANDSCAPE BUFFER REQUIREMENTS

1 EVERGREEN TREE, 2 OVERSTORY TREES AND 6 SHRUBS PER LOT



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
J. Rapp Chairperson
Brenda Hufgang Secretary

REVISIONS	DATE
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

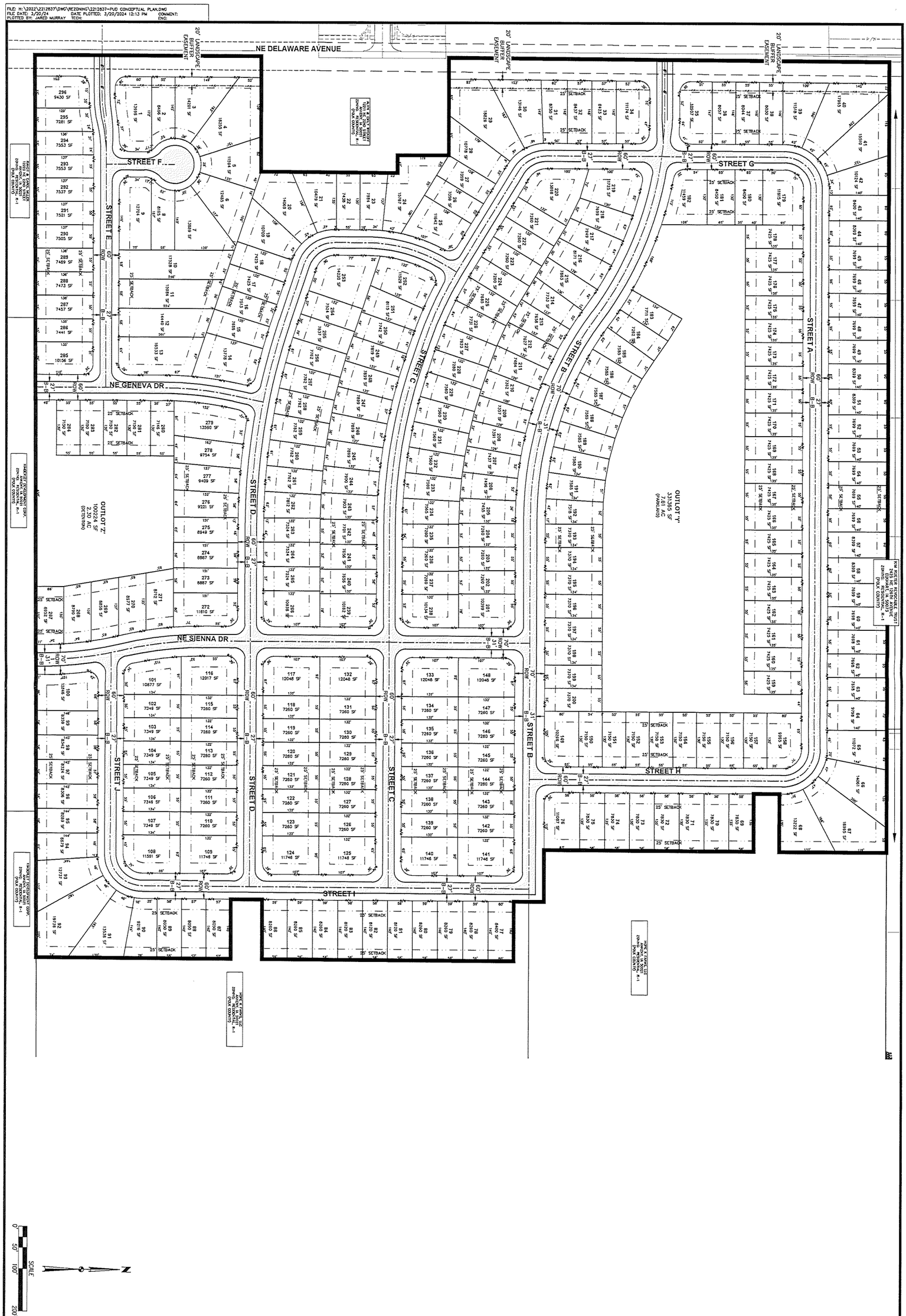
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM TECH:
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING
PUD CONCEPTUAL PLAN - AREA A

1/2

2212.837

FILE: H:\2022\2212837\DWG\REZONING\2212837-PUD CONCEPTUAL PLAN.DWG
PLOT DATE: 3/20/24 DATE PLOTTED: 3/20/2024 12:11 PM COMMENT:
PLOTTED BY: JARED MURRAY TEMPLATE: DWG



HOPE CROSSING

PUD CONCEPTUAL PLAN - AREA A

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

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

ENGINEER: JMM

TECH:

REVISIONS	DATE
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

2212.837

2 / 2

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2173:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B) (PH 2024-33).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2173 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2173.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance - RZ B
PZ Stamped RZ B Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

LAYMAN’S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area B); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

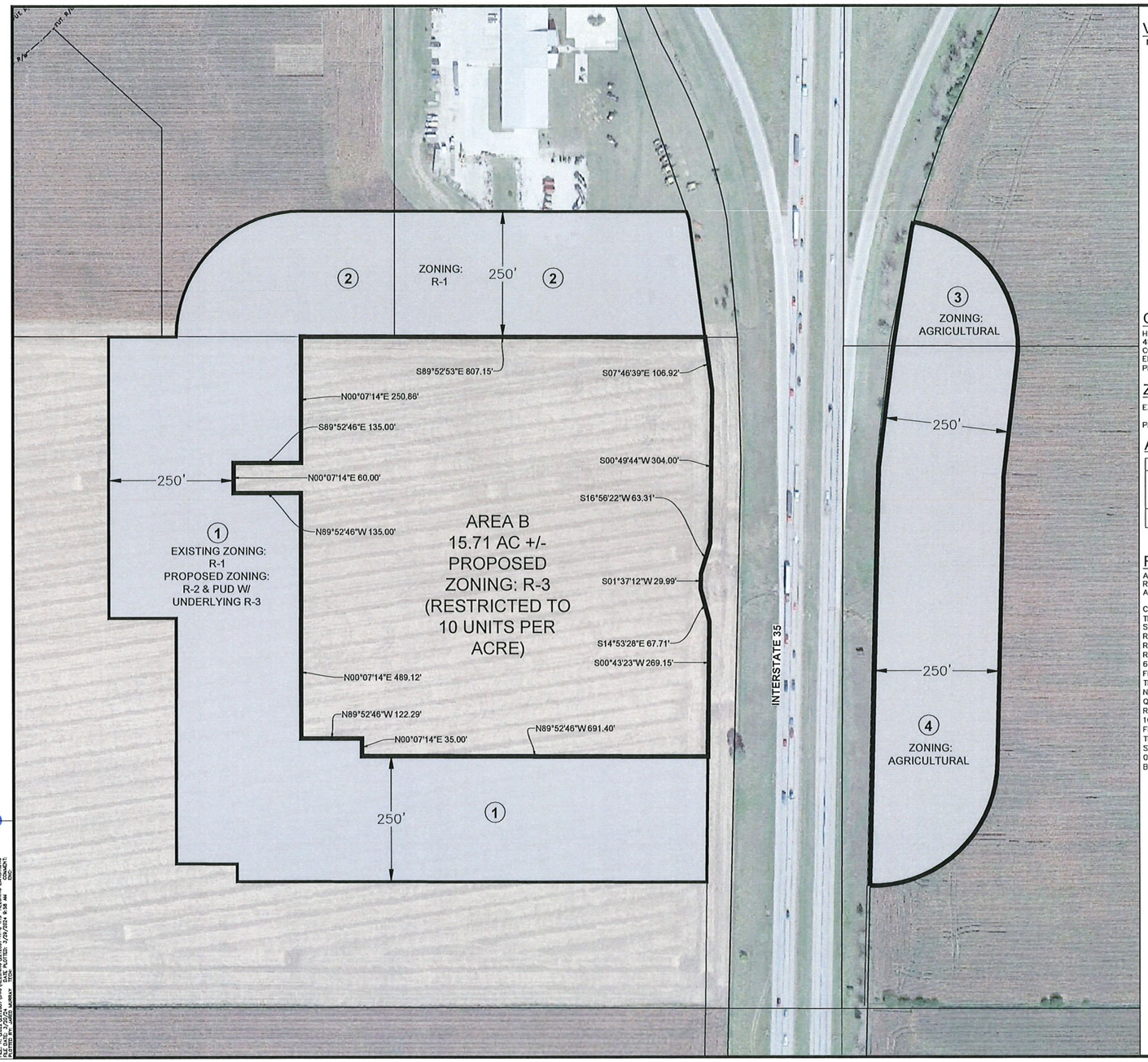
_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

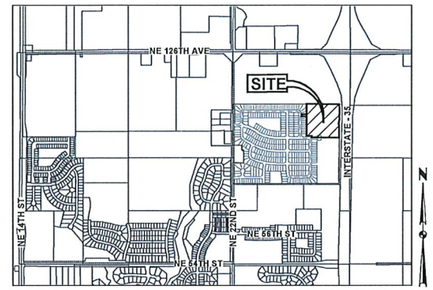
1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
Chairperson
Secretary

VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 10 UNITS PER ARCE)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	12.43 AC.	49.72%	X
2. TODD RUETER	5.67 AC.	22.66%	X
3. UPPER MIDWEST PROPERTIES LLC	1.01 AC.	4.04%	
4. PUTCO INC	5.89 AC.	23.56%	
	25.00 AC.	100%	72.40%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).



REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM | TECH: JDS
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE CROSSING

R-3 REZONING EXHIBIT - AREA B

1/1
2212.837

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2174:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope K Farms LLC, R-1 One Family Residential District to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C) (PH 2024-36).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2174 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2174.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance - RZ C
PZ Stamped RZ C Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE K FARMS, LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 20 UNITS PER ACRE, REZONING AREA C

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of May, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope K Farms, LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

WHEREAS, on the 1st day of July, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48’58” WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 588.00 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INSTERSTATE 35; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET; THENCE SOUTH 00°52'53" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.73 ACRES (641,510 SQUARE FEET).

LAYMAN’S DESCRIPTION:

Approximately 14.73-acres (+/-) located south of NE 126th Avenue, east of NE Delaware Avenue, and west of I-35.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 20 units per acre (Rezoning Area C); and

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

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

PASSED at Ankeny Iowa, this **1st**, day of **July**, 2024

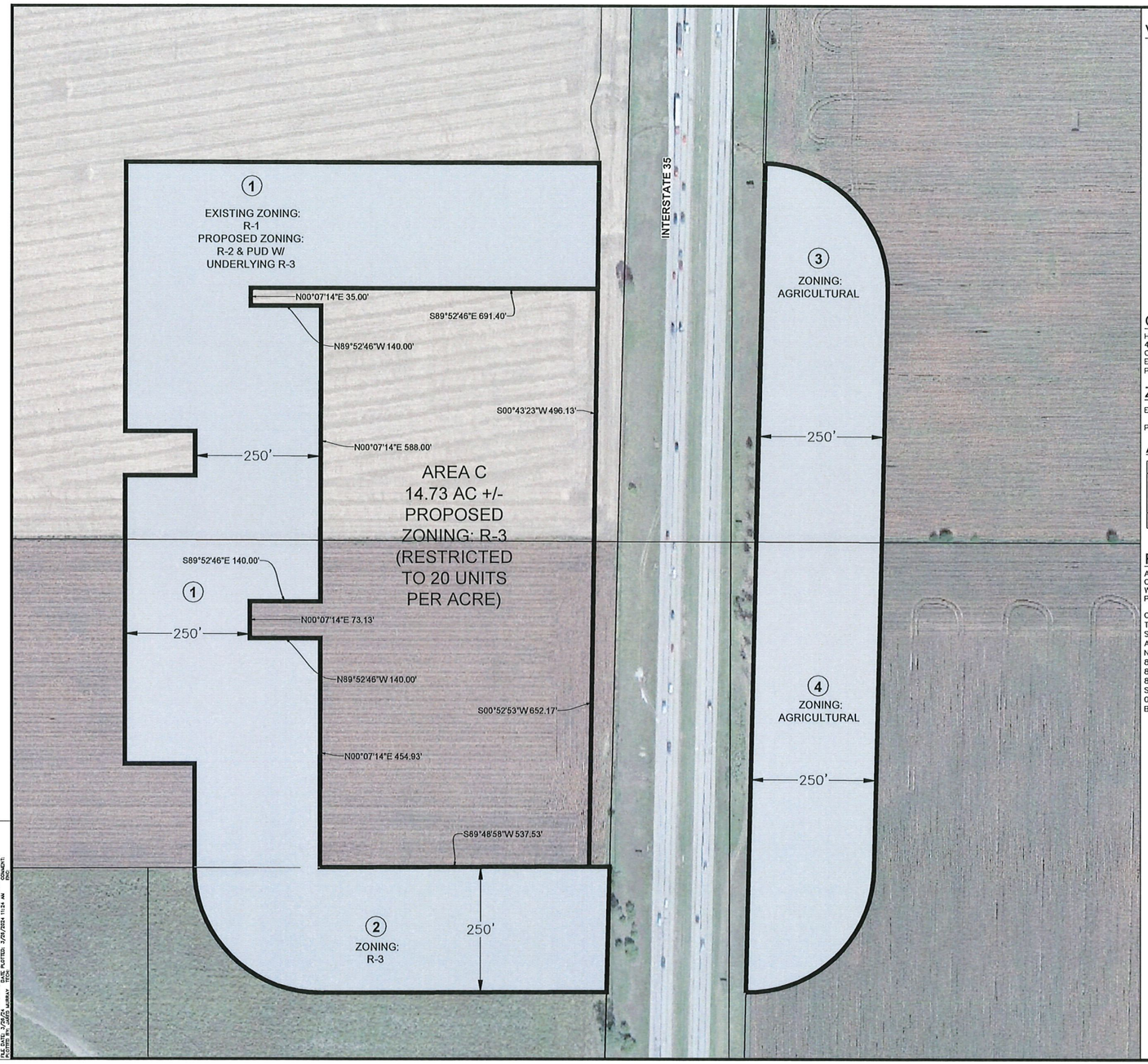
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

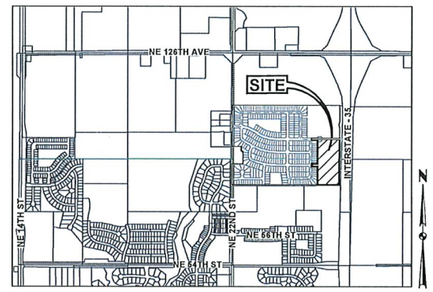
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2024

1st Con _6/3/24_ (P. Hrg.)
2nd Con _6/17/24_
3rd Con _7/1/24__



VICINITY MAP

NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 20 UNITS PER ACRE)

ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	14.43 AC.	52.08%	X
2. NORTH ANKENY LAND LLC	4.43 AC.	15.99%	X
3. PUTCO INC	4.00 AC.	14.43%	
4. DLE FOUR WAY LC	4.85 AC.	17.50%	
	27.71 AC.	100%	68.07%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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N

SCALE
0' 50' 100' 200'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 7, 2024
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Shipkong Secretary

REVISIONS	DATE
5TH SUBMITTAL	03/26/2024
4TH SUBMITTAL	03/20/2024
3RD SUBMITTAL	02/09/2024
2ND SUBMITTAL	01/19/2024
1ST SUBMITTAL	10/27/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: JMM
TECH: JDS
CIVIL DESIGN ADVANTAGE

HOPE CROSSING

R-3 REZONING EXHIBIT - AREA C

ANKENY, IOWA

1/1

2212.837

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Low Density Residential use classification (LUPA Area #1) (PH 2024-30).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution approving the request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Low Density Residential (LUPA Area #1).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Low Density Residential (LUPA Area #1).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution Amending - #1
Future Land Use Map - LUPA #1

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO LOW DENSITY RESIDENTIAL, LUPA AREA #1

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to Low Density Residential (LUPA Area #1); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'42" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, 1611.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 242.42 FEET; THENCE SOUTH 00°07'14" WEST, 250.86 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE SOUTH 00°07'14" WEST, 489.12 FEET; THENCE SOUTH 89°52'46" EAST, 122.29 FEET; THENCE SOUTH 00°07'14" WEST, 70.00 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE SOUTH 00°07'14" WEST, 460.94 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 1850.49 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED BOOK 16459, PAGE 161 OF THE POLK COUNTY RECORDER; THENCE NORTH 00°27'07" EAST ALONG SAID WESTERLY LINE, 182.42 FEET; THENCE SOUTH 89°57'42" WEST CONTINUING ALONG SAID WESTERLY LINE, 41.98 FEET; THENCE NORTH 00°07'27" EAST CONTINUING ALONG SAID WESTERLY LINE, 119.48 FEET; THENCE NORTH 89°54'38" WEST, 229.35 FEET TO THE WEST LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE NORTH 00°22'47" EAST ALONG SAID WEST LINE, 1028.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 57.74 ACRES (2,515,041 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 57.74-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to Low Density Residential (LUPA Area #1); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

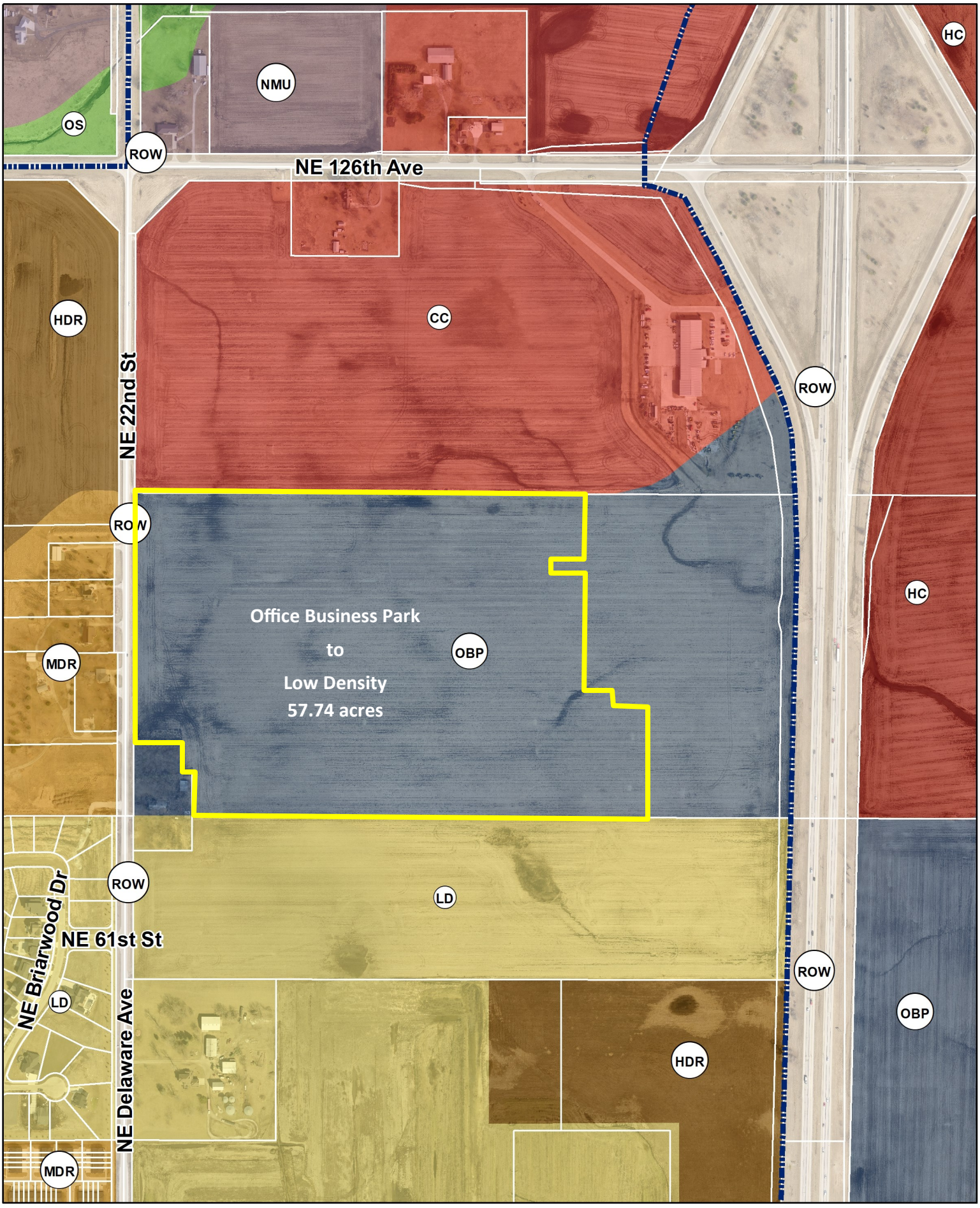
PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



N

1 inch = 500 feet

Date: 3/5/2024

Future Land Use Map Area #1

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to Medium Density Residential use classification (LUPA Area #2) (PH 2024-32).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution approving the request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Medium Density Residential (LUPA Area #2).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to Medium Density Residential (LUPA Area #2).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution Amending #2
Map

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO MEDIUM DENSITY RESIDENTIAL, LUPA AREA #2

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to Medium Density Residential (LUPA Area #2); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 15.71-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to Medium Density Residential (LUPA Area #2); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

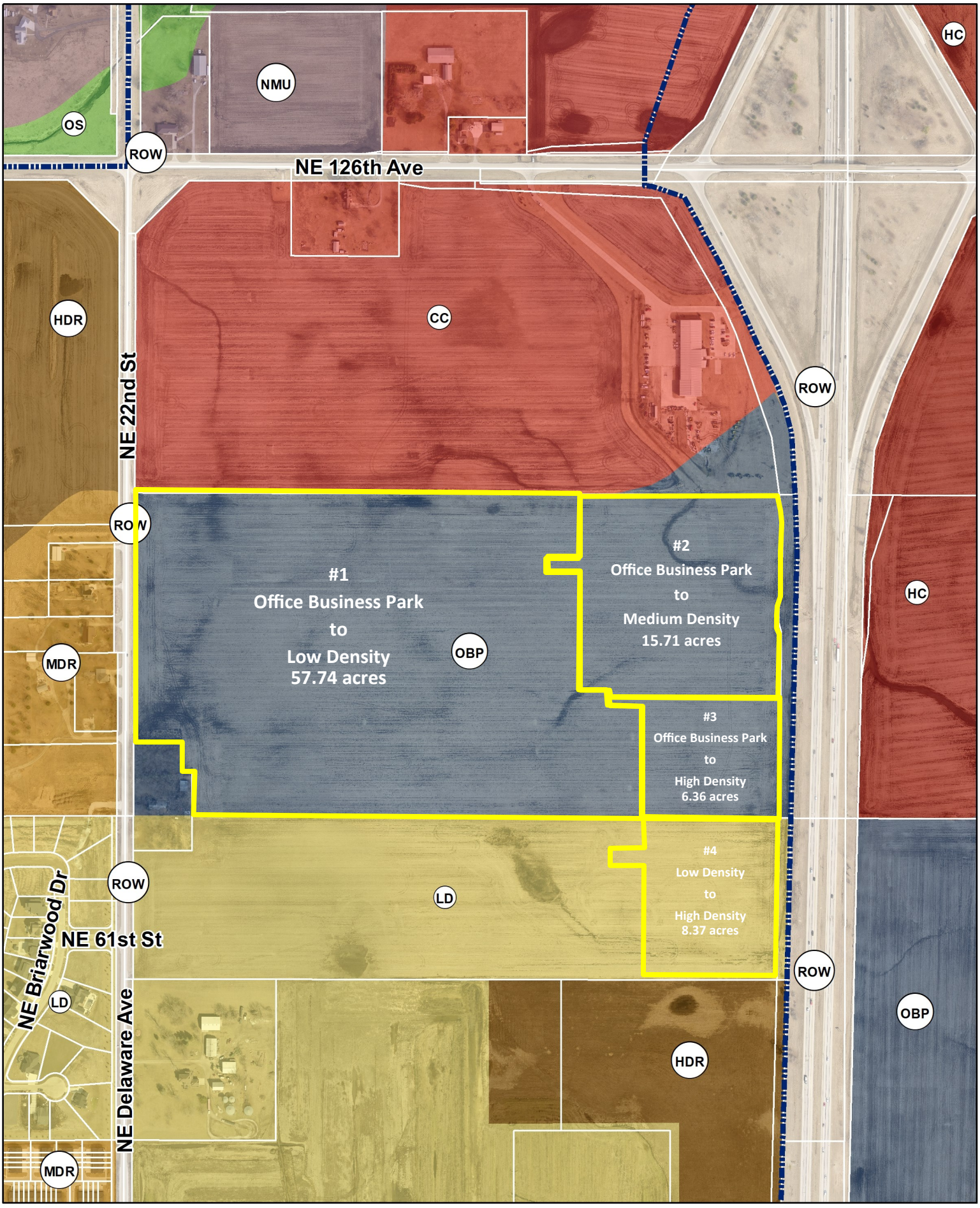
PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



N

1 inch = 500 feet

Date: 3/5/2024

Combined Future Land Use Map

Hope Crossing

Ankeny

bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Office/Business Park to High Density Residential use classification (LUPA Area #3) (PH 2024-34).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution approving the request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to High Density Residential (LUPA Area #3).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Office/Business Park to High Density Residential (LUPA Area #3).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution Amending #3

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM OFFICE/BUSINESS PARK TO HIGH DENSITY RESIDENTIAL, LUPA AREA #3

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Office/Business Park to High Density Residential (LUPA Area #3); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 41.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WEST LINE, 652.17 FEET TO THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 89°51'46" WEST ALONG SAID SOUTH LINE, 546.18 FEET; THENCE NORTH 00°07'14" EAST, 460.94 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE SOUTH 89°52'46" EAST, 691.40 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00°43'23" WEST ALONG SAID WEST LINE, 496.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.36 ACRES (277,113 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 6.36-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property from Office/Business Park to High Density Residential (LUPA Area #3); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope K Farms LLC from Low Density to High Density Residential use classification (LUPA Area #4) (PH 2024-35).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution approving the request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density to High Density Residential (LUPA Area #4).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density to High Density Residential (LUPA Area #4).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution Amending #4

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE K FARMS LLC, FROM LOW DENSITY TO HIGH DENSITY RESIDENTIAL, LUPA AREA #4

WHEREAS, on the 16th day of April, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 7th day of May, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, to reclassify certain property owned by Hope K Farms LLC, from Low Density to High Density Residential (LUPA Area #4); and

WHEREAS, on the 3rd day of June, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER, 41.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'58" WEST ALONG SAID SOUTH LINE, 537.53 FEET; THENCE NORTH 00°07'14" EAST, 454.93 FEET; THENCE NORTH 89°52'46" WEST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 73.13 FEET; THENCE SOUTH 89°52'46" EAST, 140.00 FEET; THENCE NORTH 00°07'14" EAST, 127.06 FEET TO THE NORTH LINE OF SAID NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°51'46" EAST ALONG SAID NORTH LINE, 546.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE SOUTH 00°52'53" WEST ALONG SAID WEST LINE, 652.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.37 ACRES (364,396 SQUARE FEET).

LAYMAN'S DESCRIPTION:

Approximately 8.37-acres (+/-) located south of NE 126th Avenue and east of NE Delaware Avenue and west of Interstate 35.

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

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10*, *Future Land Use Map*, is hereby amended to reclassify the above-described property Low Density to High Density Residential (LUPA Area #4); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 3rd day of June, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Amended Development Agreement between the City of Ankeny and Pet Parents, LLC. (PH 2024-37)

EXECUTIVE SUMMARY:

Pet Parents, LLC committed to creating 28 new jobs within 36 months of approval of their development agreement approved by the City Council on March 1, 2021. This development agreement provided TIF rebates to support the project and outlined the terms of their award, which included claw back provisions. They have created three new jobs over the past 36 months and have requested a 12 month extension to allow for additional time to meet the new jobs requirement of their agreement. The proposed extension and amendment will provide them four years to create the positions and one year to maintain the positions. The original agreement required them to create the positions within three years and maintain the positions for two years.

FISCAL IMPACT: **No**

In lieu of withholding rebate payments, the company will have additional time to create new jobs. Rebate payments may still be withheld if job creation targets are not met by March 1, 2025.

CITY MANAGER'S RECOMMENDATIONS:

To approve the amended development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on March 1, 2021.

PUBLIC OUTREACH EFFORTS:

The City Council held a public hearing and approved a development agreement for this project on March 1, 2021.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving an amended Development Agreement between the City of Ankeny and Pet Parents, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amended Development Agreement
Pet Parents DA Amend Reso

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266
(515) 274-1450

Amendment To
Tax Increment Development Agreement with PET PARENTS, LLC

This Amendment to Tax Increment Development Agreement is made and entered into this 3rd day of June, 2024, by and between the City of Ankeny, Iowa, and Pet Parents, LLC, an Iowa limited liability company.

Whereas, the City of Ankeny, Iowa (hereinafter "City"), entered into a Tax Increment Development Agreement with Pet Parents, LLC (hereinafter "Company") by Agreement approved on March 1, 2021 and filed of record on March 4, 2021 in Book 18395, Page 498 in the Office of the Polk County Recorder (the "Agreement"); and

Whereas, the City and Company agreed to an Urban Renewal Project to be undertaken by the Company on property locally known as 1808 SW Magazine Road Ankeny, Iowa and legally described on the attached **Exhibit "A"** (hereinafter "Project Area"). the Project Area is located within the 1989 Ankeny Economic Development Area Urban Renewal Project established by Resolution #23-89 passed on March 20, 1989 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1039 passed on May 15, 1989 (hereinafter "Ordinance"), and included in the Urban Renewal Plan approved by Resolution No. 62-89, adopted April 17, 1989, and the following amendments: Resolution No. 32-94, adopted February 7, 1994, the City approved and adopted Amendment No. 1 to the Plan; Resolution No. 2003-195, adopted May 19, 2003, the City approved and adopted Amendment No. 2 to the Plan; Resolution No. 2003-356, adopted November 17, 2003, the City approved and adopted Amendment No. 3 to the Plan; Resolution No. 2005-408, adopted September 6, 2005, the City approved and adopted Amendment No. 4 to the Plan; Resolution No. 2012-376, adopted September 17, 2012, the City approved and adopted Amendment No. 5 to the Plan; Resolution No. 2015-183, adopted April 6, 2015, the City approved and adopted Amendment No. 6 to the Plan; Resolution No. 2017-132, adopted March 6, 2017, the City approved and adopted Amendment No. 7 to the Plan; Resolution No. 2018-148,

adopted March 19, 2018, the City approved and adopted Amendment No. 8 to the Plan; Resolution No. 2018-257, adopted May 21, 2018, the City approved and adopted Amendment No. 9 to the Plan; Resolution No. 2019-088, adopted March 4, 2019, the City approved and adopted Amendment No. 10 to the Plan; Resolution No. 2020-460, adopted November 2, 2020, the City approved and adopted Amendment No. 11 to the Plan; and Resolution No. 2021-374, adopted October 4, 2021, the City approved and adopted Amendment No. 12 to the Plan; and Resolution No. 2023-165, adopted April 3, 2023, the City approved and adopted Amendment No. 13 to the Plan; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, under the terms of the Agreement, the Company proposed an Urban Renewal Project that would construct an approximately 31,000 square foot office, warehouse and distribution facility to be located within the Project Area, with the Company committing to the creation of twenty-eight (28) full-time positions at specific wages within three (3) years of approval of the original Agreement; and

Whereas, the Company has completed the construction of the proposed facility and has added three (3) new jobs within three (3) years of the original Agreement; and

Whereas, the Company has requested an additional one year to create the additional jobs needed to meet the employment targets at the wages outlined in the Agreement.

Now, therefore, the City and Company, in consideration of the promises and mutual obligations set forth in the Agreement, agree to amend the Agreement and covenant as follows:

1. Article III, Paragraph 3.1 is hereby replaced with the following:

3.1 By the expiration of four (4) years following the issuance of approval of this Agreement (the "Project Completion Period"), the Company agrees to have created twenty-eight (28) full-time positions (this is in addition to current positions) within the Project Area, defined as one person employed 2,080 hours per year, and thereafter shall maintain these positions for a period of one (1) additional year (hereinafter "Maintenance Period") following the Project Completion Period. The five (5) year period from the date of issuance of approval of this Agreement until the expiration of the Maintenance Period is hereinafter referred to as the "Project Period".

Laborshed %	FY21Wage Rate	# of Positions	Created/Retained	Rebate Value
<100%	<$25.76	22	C	$1,500
100% - 120%	$25.76-$30.91	4	C	$2,500
>120%	>$30.91	2	C	$4,000

3. This Amendment to the Agreement shall take effect immediately upon execution by the parties.

4. In all other respects, the Agreement between the parties shall remain in full force and affect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

ATTEST:

By: _____
Michelle Yuska, City Clerk

By: _____
Mark E. Holm, Mayor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 3rd day of June, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Ankeny, Iowa, by authority of its City Council, as contained in the Resolution adopted by the City Council under ~~Roll Call No~~. 24-_____ of the City Council on the 3rd day of June, 2024, and that Mark E. Holm and Michelle Yuska acknowledged the execution of the instrument to be the voluntary act and deed of City of Ankeny, Iowa, by it and by them voluntarily executed.

Diane Klemme
Notary Public in the State of Iowa
My commission expires: 7-14-24

DIANE KLEMME
Commission Number 704107
My Commission Expires
July 14, 2024

PET PARENTS, LLC

By: _____
Blake Anderssen (f/k/a Blake Anderson) Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the 14th day of May, 2024, by Blake Anderssen (f/k/a Blake Anderson), as Manager of Pet Parents, LLC, an Iowa Limited Liability Company.

JEFFERY D DAMMAN
Commission Number 721801
My Commission Expires
April 9, 2027

_____
Notary Public in and for the State of Iowa
My commission expires: 4-9-27

The undersigned acknowledges and consents to the forgoing Amendment.

CENTRAL BANK

By: _____
Name: Jeffery D. Damman
Title: Senior Vice President

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the 14th day of May, 2024, by Jeffery D Damman, as Senior Vice President of Central Bank.

MARK HEFFERNAN
Commission Number 779426
My Commission Expires
7-19-2025

_____
Notary Public in and for the State of Iowa
My commission expires: July 19, 2025

EXHIBIT "A"
The Property

That certain real property located in the City of Ankeny, Polk County, Iowa, described as follows:

Lot 1 in VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

RESOLUTION XX-XXX

A RESOLUTION APPROVING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & PET PARENTS, LLC

WHEREAS, The City Council approved a development agreement with Pet Parents, LLC on March 1, 2021 providing incentives for an approximately 31,000 square foot office, warehouse and distribution facility located at 1808 SW Magazine Road, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

WHEREAS, the agreement required Pet Parents, LLC to create twenty-eight (28) new jobs at specific wages within thirty-six (36) months of approval of the agreement; and

WHEREAS, Pet Parents, LLC has requested a twelve (12) month extension to provide additional time to create the new jobs pledged as part of their original agreement; and

WHEREAS, city staff has amended the existing development agreement between the City of Ankeny and Pet Parents, LLC to provide Pet Parents, LLC a total of 48 months to create the new jobs pledged in their original development agreement; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Amended Development Agreement between the City of Ankeny and Pet Parents, LLC and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Development Agreement.

Passed and approved this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Amended Development Agreement - SPAL-USA, Inc. (PH 2024-38)

EXECUTIVE SUMMARY:

This amendment provides SPAL - USA an additional twenty (24) months to commence construction on their proposed office and manufacturing facility. The original development agreement approved May 1, 2023, required SPAL to commence construction, defined as footings in the ground, within twelve (12) months of approval. A twenty-four (24) month extension would give SPAL until May, 1, 2026 to commence construction. This change is being requested due to primary customers extending the roll out date for new products that will use SPAL equipment, which gives SPAL additional time to begin manufacturing in Ankeny. SPAL has acquired approximately 23 acres since the original development agreement was approved.

FISCAL IMPACT: **No**

This amendment gives SPAL additional time to begin their project. The terms of the agreement have not changed.

CITY MANAGER'S RECOMMENDATIONS:

To approve amended development agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement for this project on May 1, 2023.

PUBLIC OUTREACH EFFORTS:

The City Council held a public hearing and approved a development agreement for this project on May 1, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving an Amended Development Agreement between the City of Ankeny and SPAL-USA, Inc.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Spal Amend DA
Spal Amend DA Reso

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266
(515) 274-1450

Amendment To
Tax Increment Development Agreement with SPAL – USA, INC.

This Amendment to Tax Increment Development Agreement is made and entered into this _____ day of _____, 2024, by and between the City of Ankeny, Iowa, and SPAL – USA, Inc.

Whereas, the City of Ankeny, Iowa (hereinafter "City"), entered into a Tax Increment Development Agreement (the "Agreement") with SPAL – USA, Inc. (hereinafter "Company") by Agreement approved on May 1, 2023; and

Whereas, the City and Company agreed to an Urban Renewal Project to be undertaken by the Company on property locally known as 7655 SE Convenience Boulevard in the Crosswinds Business Park, Ankeny, Iowa and legally described on the attached **Exhibit "A"** (hereinafter "Project Area"). the Project Area is located within the 1989 Ankeny Economic Development Area Urban Renewal Project established by Resolution #23-89 passed on March 20, 1989 (hereinafter "Urban Renewal Area") and the Urban Renewal Plan established by Ordinance #1039 passed on May 15, 1989 (hereinafter "Ordinance"), and included in the Urban Renewal Plan approved by Resolution No. 62-89, adopted April 17, 1989, and the following amendments: Resolution No. 32-94, adopted February 7, 1994, the City approved and adopted Amendment No. 1 to the Plan; Resolution No. 2003-195, adopted May 19, 2003, the City approved and adopted Amendment No. 2 to the Plan; Resolution No. 2003-356, adopted November 17, 2003, the City approved and adopted Amendment No. 3 to the Plan; Resolution No. 2005-408, adopted September 6, 2005, the City approved and adopted Amendment No. 4 to the Plan; Resolution No. 2012-376, adopted September 17, 2012, the City approved and adopted Amendment No. 5 to the Plan; Resolution No. 2015-183, adopted April 6, 2015, the City approved and adopted Amendment No. 6 to the Plan; Resolution No. 2017-132, adopted March 6, 2017, the City approved and adopted Amendment No. 7 to the Plan; Resolution No. 2018-148, adopted March 19, 2018, the City approved and adopted Amendment No. 8 to the Plan; Resolution No. 2018-257, adopted May 21, 2018, the City approved

and adopted Amendment No. 9 to the Plan; Resolution No. 2019-088, adopted March 4, 2019, the City approved and adopted Amendment No. 10 to the Plan; Resolution No. 2020-460, adopted November 2, 2020, the City approved and adopted Amendment No. 11 to the Plan; and Resolution No. 2021-374, adopted October 4, 2021, the City approved and adopted Amendment No. 12 to the Plan; and Resolution No. 2023-165, adopted April 3, 2023, the City approved and adopted Amendment No. 13 to the Plan; and

Whereas, the City has adopted an Ordinance under which tax incremental revenues are divided with a portion going into the Urban Renewal Tax Increment Fund of the City, pursuant to *Iowa Code* §403.12 and §403.19; and

Whereas, under the terms of the Agreement, the Company proposed an Urban Renewal Project that would construct an approximately 215,000 square foot office and manufacturing facility to be located within the Project Area, with the Company committing to commencing construction, defined as footings in the ground, within twelve (12) months of approval of the Agreement; and

Whereas, the Company has acquired the Project Area and has been working on a site plan and building plans and is now expected to begin construction by Spring 2026; and

Whereas, the Company has requested an additional twenty-four (24) months to commence construction, defined as footings in the ground, as outlined in the Agreement.

Now, therefore, the City and Company, in consideration of the promises and mutual obligations set forth in the Agreement, agree to amend the Agreement and covenant as follows:

1. Article I, Paragraph 1.2 is hereby replaced with the following:

1.2 The Company shall commence the Project, defined as footings in the ground, within thirty-six (36) months of approval of this Agreement by the City.

2. Article III, Paragraph 1.3 is hereby replaced with the following:

1.3 The Company agrees to create thirty-nine (39) full-time positions, defined as one person employed 2,080 hours per year, at the wages listed in the table below, within five (5) years of issuance of the approval of the original Agreement dated May 1, 2023 (hereinafter "Project Completion Period") and maintain these positions for a period of two (2) additional years (hereinafter "Maintenance Period") following the Project Completion Period, for a total of seven (7) years, (hereinafter "Project Period").

Laborshed %	FY23 Wage Rate	# of Positions	Created/Retained	Rebate Value
<100%	<$27.76	2	C	$2,000
100% - 120%	$27.76 - $33.31	22	C	$3,500
>120%	>$33.31	15	C	$5,000

3. This Amendment to the Agreement shall take effect immediately upon execution by the parties.

4. In all other respects, the Agreement between the parties dated May 1, 2023 shall remain in full force and affect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Amendment to the Development Agreement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the ____ day of June 2024 and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of June, 2024.

_____
City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of June, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm 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 the said Mark E. Holm 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.

[Stamp or Seal]

_____
Notary Public in and for the State of Iowa

SPAL – USA, Inc.
an Iowa Corporation

By: _____
Justin Sample, President SPAL – USA, Inc.

STATE OF IOWA, COUNTY OF POLK, ss:

On this 10 day of May, 2024, before me, a Notary Public in and for the said State, personally appeared Justin Sample, to me personally known, who, being by me duly sworn, did say that that person is President of said company; that said instrument was signed on behalf of the said company by authority of its Officers and the said Justin Sample acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.



_____
Notary Public in and for said State of Iowa

Exhibit "A"

7655 SE CONVENIENCE BOULEVARD, ANKENY, IOWA 50021

Or also described as:

LOT 1 CROSSWINDS BUSINESS PARK PLAT 1

RESOLUTION XX-XXX

A RESOLUTION APPROVING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY & SPAL - USA, INC.

WHEREAS, The City Council approved a development agreement with SPAL - USA, Inc. on May 1, 2023 providing incentives for an approximately 215,000 square foot office and manufacturing facility on 23 acres located at 7655 SE Convenience Boulevard in the Crosswinds Business Park, said property being within the city limits of the City of Ankeny and eligible for Local Business Investment Policy incentives; and

WHEREAS, the agreement required SPAL - USA, Inc. to commence construction, defined as footings in the ground, within twelve (12) months of approval of the agreement; and

WHEREAS, SPAL - USA, Inc. has requested a twenty-four (24) month extension to commence construction; and

WHEREAS, city staff has amended the existing development agreement between the City of Ankeny and SPAL - USA, Inc. to provide SPAL - USA, Inc. a total of 36 months to commence construction on an approximately 215,000 square foot office and manufacturing facility.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Amended Development Agreement between the City of Ankeny and SPAL - USA, Inc. and authorizes the Mayor and the City Clerk to execute said Agreement and authorizes the City staff to do all things necessary to carry out the terms of the Development Agreement.

Passed and approved this 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$16,260,000 General Obligation Bonds, Series 2024A

EXECUTIVE SUMMARY:

The proposed resolutions authorize and provide for the issuance of $16,260,000 General Obligation Bonds, Series 2024A, 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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: 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.

Action: Consider motion to adopt RESOLUTION authorizing and providing for the issuance of $16,260,000 General Obligation Bonds, Series 2024A, and amending the levy of taxes to pay said bonds; approval of the tax exemption certificate and continuing disclosure certificate.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Paying Agent; Bond Registrar and Transfer Agent Agreement
Resolution
Tax Exemption Certificate
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, $16,260,000 General Obligation Bonds, Series 2024A, dated June 20, 2024, 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 $16,260,000 General Obligation Bonds, Series 2024A, dated June 20, 2024.

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 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 20, 2024 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 $16,260,000 General Obligation Bonds, Series 2024A, dated June 20, 2024 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 20th day of June, 2024.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Mark E. Holm, 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

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $16,260,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND AMENDING THE 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 $16,260,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND AMENDING THE 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, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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 $17,500,000 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 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 Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project, 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 $500,000 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 $16,260,000 General Obligation Bonds, Series 2024A 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 4, 2024, the City Council adopted a certain resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF $17,425,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

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 4, 2024.

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 $16,260,000 General Obligation Bonds, Series 2024A, 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, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project.

- "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
$5,545,091.67*	2024/2025
$5,149,250.00	2025/2026
$1,065,500.00	2026/2027
$1,069,500.00	2027/2028
$1,071,500.00	2028/2029
$1,071,500.00	2029/2030
$1,069,500.00	2030/2031
$1,065,500.00	2031/2032
$1,069,500.00	2032/2033
$1,071,000.00	2033/2034

*A levy ($5,547,794.10) has been included in the budget previously certified and will be used to pay the principal and interest of the Bond coming due in fiscal year 2024/2025, balance shall be used to reduce future levies. Subsequent levies in resolution No. 2024-099 approved on March 4, 2024 are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2023 will be collected during the fiscal year commencing July 1, 2024.)

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 "2024 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 $16,260,000, 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 2024A", be dated June 20, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, 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
$4,775,000	5.000%	2025
$4,575,000	5.000%	2026
$ 720,000	5.000%	2027
$ 760,000	5.000%	2028
$ 800,000	5.000%	2029
$ 840,000	5.000%	2030
$ 880,000	5.000%	2031
$ 920,000	5.000%	2032
$ 970,000	5.000%	2033
$1,020,000	5.000%	2034

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2032, 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 2024A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: June 20, 2024
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, 2024, 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, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project, 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, 2032, 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 Bond 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 20, 2024
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 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

TAX EXEMPTION CERTIFICATE

of

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

$16,260,000 General Obligation Bonds, Series 2024A

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 20, 2024, 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 $16,260,000 General Obligation Bonds, Series 2024A (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 $16,260,000 aggregate principal amount of General Obligation Bonds, Series 2024A, 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 $17,292,317.50, 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, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Bonds.

- "Purchasers" means J.P. Morgan Securities 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 3, 2024, 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 $1,032,317.50), less underwriter's discount of $4,973.41, received at Closing are expected to be deposited and expended as follows:

(a) $93,100 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) $17,194,244.09 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.

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, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; 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; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. 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, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

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 3.013155% 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 ___%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used

for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

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

- Election with respect to future earnings

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

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate

Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, 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"

$16,260,000 GENERAL OBLIGATION BONDS, SERIES 2024A

ANKENY, IOWA

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of J.P. Morgan Securities 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 20, 2024.

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 and its advisors 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.

J.P. MORGAN SECURITIES LLC

By:_____

Name:_____

Dated: June 20, 2024

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

CERTIFICATE OF MUNICIPAL ADVISOR

EXHIBIT "C"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the of Administrative Services Director. 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 $16,260,000 General Obligation Bonds, Series 2024A, 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 20th day of June, 2024.

ANKENY, IOWA

By:_____

Title: Administrative Services Director

02352718\10174-720

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 $16,260,000 General Obligation Bonds, Series 2024A (the "Bonds") dated June 20, 2024. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 3, 2024 (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 20, 2024.

"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 2023/2024 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: 20th day of June, 2024.

CITY OF ANKENY, STATE OF IOWA

By: _____
Mark E. Holm, 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: $16,260,000 General Obligation Bonds, Series 2024A

Dated Date of Issue: June 20, 2024

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: _____

02336051\10174-720

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$3,780,000 Water Revenue Bonds, Series 2024B

EXECUTIVE SUMMARY:

The proposed resolutions authorize and provide for the issuance of $3,780,000 Water Revenue Bonds, Series 2024B, 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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: 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.

Action: Consider motion to adopt RESOLUTION authorizing and providing for the issuance and securing the payment of $3,780,000 Water Revenue Bonds, Series 2024B, 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Paying Agent; Bond Registrar and Transfer Agent Agreement
Resolution
Tax Exemption Certificate
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, $3,780,000 Water Revenue Bonds, Series 2024B, dated June 20, 2024, 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 $3,780,000 Water Revenue Bonds, Series 2024B, dated June 20, 2024.

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 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PAYING AGENT; BOND REGISTRAR AND TRANSFER AGENT AGREEMENT

THIS AGREEMENT is made and entered into on June 20, 2024 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 $3,780,000 Water Revenue Bonds, Series 2024B, dated June 20, 2024 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 20th day of June, 2024.

CITY OF ANKENY,
STATE OF IOWA, ISSUER

By: _____
Mark E. Holm, 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

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $3,780,000 WATER REVENUE BONDS, SERIES 2024B, 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 $3,780,000 WATER REVENUE BONDS, SERIES 2024B, 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 $4,500,000 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 $4,500,000 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 $3,780,000 Water Revenue Bonds, Series 2024B:

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 $3,780,000 Water Revenue Bonds, Series 2024B, 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; and Water Revenue Capital Loan Notes, Series 2023D, dated December 22, 2023 issued in accordance with Resolution adopted December 4, 2023, 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; and December 4, 2023.

• "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 Division 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 2024B, in the aggregate amount of $3,780,000 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 Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects.

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 $3,780,000 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 2024B", be dated June 20, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on December 1, 2024 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
$230,000	5.000%	2025
$185,000	5.000%	2026
$190,000	5.000%	2027
$200,000	5.000%	2028
$210,000	5.000%	2029
$220,000	5.000%	2030
$230,000	5.000%	2031
$245,000	5.000%	2032
$255,000	5.000%	2033
$270,000	5.000%	2034
$285,000	5.000%	2035
$295,000	4.000%	2036
$310,000	4.000%	2037
$320,000	4.000%	2038
$335,000	4.000%	2039

Section 6. Redemption. Bonds maturing after June 1, 2032, 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 2024B"

Rate: _____
Maturity: _____
Bond Date: June 20, 2024
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, 2024, 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 Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects, 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, 2032, 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 Bond 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 Bond 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 20, 2024
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 3rd day of June, 2024.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

TAX EXEMPTION CERTIFICATE

of

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

$3,780,000 Water Revenue Bonds, Series 2024B

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 20, 2024, 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 $3,780,000 Water Revenue Bonds, Series 2024B (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 $3,780,000 aggregate principal amount of Water Revenue Bonds, Series 2024B, 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 $4,050,778.95, 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 Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects 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 Fidelity Capital Markets of Boston, Massachusetts, 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 3, 2024, 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 $270,778.95), less underwriter's discount of $38,098.78, received at Closing are expected to be deposited and expended as follows:

(a) $53,992 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) $3,633,115.80 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) $325,572.37 will be deposited into the Reserve Fund (co-mingled with existing Reserve Fund of $2,483,708.20.

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 Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. 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. 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)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

(e) A Reserve Fund is established to secure the Bonds, however, the Issuer does not expect that principal of or interest on the Bonds will be paid from the Reserve Fund. Monies in the Reserve Fund will not be accumulated except to a reasonable extent. Within one year of receipt, earnings upon the investment of the Reserve Fund monies will be commingled with other revenues from the operations of the Issuer which are substantial in amount for accounting and expenditure.

(f) The amounts on deposit in the Reserve Fund will at all times be equal to or less than the Allowable Reserve Fund Amount. However, if the amount in the Reserve Fund exceeds the Allowable Reserve Fund Amount, such excess must be invested at a yield no higher than the Bond Yield or will be invested in Tax Exempt Obligations.

(g) For purposes of Subsections (e) and (f), the following terms shall have the meanings set forth below:

(1) "Allowable Reserve Fund Amount" as described in Regulation 1.148-2(f)(2) means an amount equal to the lesser of (10) percent of the stated principal amount of the Bonds and Parity Obligations, the maximum annual principal and interest coming due on the Bonds and Parity Obligations, or 125% of the average annual principal and interest coming due on the Bonds and Parity Obligations. The Allowable Reserve Fund Amount is computed to be $2,809,280.57 (125% of the Average Annual Debt Service – Commingled).

(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, $3,780,000, 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, $3,780,000 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 2024B 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 2024B Share for the Bond Fund and Reserve Fund. The Series 2024B 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 2024B 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 3.372727% 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 ___%. 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 minus the amount on deposit in the Reserve Fund. Not less than the following percentages of the ACP will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date;

2) 45 percent spent within one year of the Closing Date;

3) 75 percent spent within eighteen months of the Closing Date;

4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

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

- Election with respect to future earnings

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

- 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"

$3,780,000 WATER REVENUE BONDS, SERIES 2024B

ANKENY, IOWA

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Fidelity Capital Markets ("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 20, 2024.

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 and its advisors 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.

FIDELITY CAPITAL MARKETS

By:_____

Name:_____

Dated: June 20, 2024

SCHEDULE A

EXPECTED OFFERING PRICES

(*Attached*)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(*Attached*)

CERTIFICATE OF MUNICIPAL ADVISOR

EXHIBIT "B"

CERTIFICATE OF FINANCIAL ADVISOR

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 $3,780,000 Water Revenue Bonds, Series 2024B, 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 20th day of June, 2024.

ANKENY, IOWA

By:_____

Title: Administrative Services Director

02352957\10174-721

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 $3,780,000 Water Revenue Bonds, Series 2024B (the "Bonds") dated June 20, 2024. The Bonds are being issued pursuant to a Resolution of the Issuer approved on June 3, 2024 (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 20, 2024.

"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 2023/2024 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", and "Larger Water Utility Customers."

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: 20th day of June, 2024.

CITY OF ANKENY, STATE OF IOWA

By: _____
Mark E. Holm, 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: $3,780,000 Water Revenue Bonds, Series 2024B

Dated Date of Issue: June 20, 2024

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: _____

02336062\10174-721

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

June 3, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - MCF Operating, LLC Development Agreement Amendment - 6/17/24 @ 5:30 p.m.***
- ***Council Action Planning Session - Transportation Master Plan Update - 6/17/24 @ 5:30 p.m.***
- ***Public Hearing - Watercrest Park Expansion Project - 7/1/24 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available